

MASTER AGREEMENT

BETWEEN THE
KENTWOOD BOARD OF EDUCATION

AND THE

KENTWOOD EDUCATION ASSOCIATION
KCEA / MEA / NEA

SEPTEMBER 1, 2010 – AUGUST 31, 2013

KENTWOOD PUBLIC SCHOOLS
5820 EASTERN AVENUE SE
KENTWOOD, MICHIGAN 49508

MASTER AGREEMENT

KENTWOOD PUBLIC SCHOOLS

TABLE OF CONTENTS

GENERAL STATEMENT	1
ARTICLE 1. RECOGNITION.....	2
ARTICLE 2. BOARD RIGHTS	3
ARTICLE 3. ASSOCIATION AND TEACHER RIGHTS	
A. Public Act 379	4
B. Building Use	4
C. School Documents	4
D. Association Days.....	5
E. Board Paid Released Time: KEA President	5
F. Teacher Protection	5
G. Complaints	5
H. Reprimands.....	6
I. Files.....	6
J. FOIA Requests.....	7
k. Elementary and Secondary Education Act.....	7
ARTICLE 4. AGENCY SHOP	
A. Agency Shop.....	8
B. Save Harmless	8
ARTICLE 5. SALARY AND FRINGE BENEFITS	
A. Salaries	9
B. Advanced Degrees.....	10
C. Tuition Reimbursement	10
D. Supervising Teacher	11
E. Insurance Benefits.....	11
F. Payroll Deductions	13
G. Severance	13
ARTICLE 6. TEACHING WEEK, DAY AND HOURS	
A. Staff Meetings	15
B. Scheduled Working Day Regulations.....	15
C. Duty Free Lunch Period Regulations.....	17

D. Recess Duty Regulations	17
E. Conference Planning.....	18
F. Teaming	18
G. Probationary Teachers Special Considerations	18
H. School Work Year	19
I. School Closings.....	19
ARTICLE 7. TEACHING ASSIGNMENTS	
A. Transfers	20
B. Involuntary Transfers.....	20
C. Voluntary Transfers	20
D. Notice of Vacancies.....	20
ARTICLE 8. ACADEMIC FREEDOM	
A. Rights	21
B. Responsibilities	21
ARTICLE 9 LEAVE PRIVILEGES	
A. Leave With Pay (Chargeable)	22
B. Leaves With Pay (Not Chargeable).....	24
C. Sabbatical Leaves	25
D. Worker’s Compensation	25
E. Leaves Without Pay	26
F. Leaves Taken Under FMLA (Family & Medical Leave Act)	27
G. General Provisions	27
ARTICLE 10. CONTRACTUAL RELATIONS	
A. Just Cause	29
B. Letters of Intent	29
ARTICLE 11. TEACHER EVALUATION	
A. Evaluation.....	30
B. Evaluator	30
C. Evaluation Frequency.....	31
D. Evaluation Cycle.....	32
E. Plan of Improvement	33
F. Mentors	34
G. General Provisions	34
ARTICLE 12. INSTRUCTION	
A. Curriculum Process	35
B. Class Size	36
C. Least Restrictive Environment.....	37
ARTICLE 13. GRIEVANCE PROCEDURE AND ARBITRATION	
A. Grievance Definition	38
B. Grievance Steps.....	38
C. Regulations for Grievance Steps.....	39
D. Unjust Discharge	39
E. Disposition of Grievances.....	40

F. Exclusions	40
G. Powers of the Arbitrator.....	40
H. Binding Arbitrations	40
I. Arbitration Expenses	41
J. Board Policies and Regulations.....	41
ARTICLE 14. REDUCTION IN STAFF	
A. Certification of Personnel	42
B. Seniority of Personnel	42
C. Qualification of Personnel	43
D. Necessary Reduction of Personnel	44
E. Recall of Personnel	45
ARTICLE 15. NEGOTIATION PROCEDURES	
A. Negotiators	46
B. Educational Pilot Programs	46
ARTICLE 16. NONSTRIKE CLAUSE.....	47
ARTICLE 17. SAVINGS CLAUSE.....	47
ARTICLE 18. DURATION OF AGREEMENT	
A. Duration.....	48
B. Procedures for Agreement Changes	48
SCHEDULE A - 2011-2012.....	49
SCHEDULE A1 - 2011-2012.....	50
SCHEDULE B - 2011-2012.....	51
SCHEDULE C - Calendar 2011-2012	56
APPENDIX A Individualized Development Plan	57
APPENDIX B Classroom Observation	59
APPENDIX C Classroom Teacher Evaluation - Formal	60
APPENDIX D Classroom Teacher Evaluation – Annual.....	63
APPENDIX E Plan of Improvement	64
APPENDIX F Written Reprimand	65
APPENDIX G Insurance Options.....	66

This is a Master Agreement between the Board of Education of the Kentwood Public Schools, Kentwood, Michigan, hereinafter called the “Board”, and the Kent County Education Association (KCEA-MEA-NEA), hereinafter called the “Association”.

General Statement of Policy

The Board and the Association agree that the development and implementation of a high quality instructional program is the responsibility of both the Board and the educators who are employed by the Board. It is further agreed that the best way to discharge this joint responsibility is through close collaboration among the professional educators, Board of Education, and the administration. It is their mutual goal that a quality education also depends on the expertise and morale of the professional educators, administration, and the Board of Education.

As these groups have the same goal, providing the best possible education for all students enrolled in the schools, relationships must be maintained which are based upon these high ideals and common interests and the proposition that education is a public trust and a professional calling.

The effective implementation of the above-stated policy requires a mutuality of relationship between the parties of this Agreement, both collectively and as individual members of the respective groups.

ARTICLE 1

RECOGNITION

- A. The Board recognizes the Kent County Education Association as the exclusive bargaining unit for all full-time and regular part-time certified professional personnel employed in the district's K-12 programs, and Readiness programs, including classroom teachers, speech pathologists, school psychologists, guidance counselors, school social workers, instructional coordinators, instructional specialists, teacher consultants, athletic trainer, occupational therapist and media specialists under written contract with Kentwood Public Schools, and including all full-time and regularly scheduled part-time certified teachers, academic advisors, and counselors employed in the Community Education programs of the district consisting of adult high school completion, alternative high school programs, adult basic education, English Language Learners, and all lead teachers in such programs, but excluding:
1. Per diem and per hour substitute teachers
 2. Supervisory and executive personnel
 3. Office and clerical employees
 4. Paraprofessionals/Aides/Interventionists
 5. Custodians
 6. Food service employees
 7. School bus drivers
 8. Maintenance employees
 9. Leisure time personnel, school age child care and preschool personnel
 10. All other employees of the Board
- B. The term "teacher(s)" when used hereinafter in this Agreement shall refer to all employees of the Kentwood Board represented by the Association in the bargaining unit above.
- C. The term Local Association shall refer to the Kentwood Education Association (K.E.A.) as defined by the bargaining unit above.
- D. The implementation of this Agreement shall be the responsibility of the Board, the Local Association, and the Association as specified.
- E. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is consistent with the terms of this Agreement provided that the Local Association representative has been given an opportunity to be present at such adjustment.
- F. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under any State or Federal laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- G. In the event a new professional employee classification or position is created which is not administrative or supervisory in nature, the Board agrees to notify the Association. The Board further agrees to meet upon request of the Association to discuss the inclusion of the position within the unit. If the parties mutually agree to include the position, any necessary adjustments in the provisions of the agreement or new provisions shall be subject to negotiations. If the parties do not mutually agree that the position should be included, the issue may be referred to the procedures provided under the Public Employment Relations Act.

ARTICLE 2

BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States including, and without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the professional activities of its employees;
 2. To hire all employees, and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal, or demotion; and to promote, and transfer all such employees;
 3. To establish grade levels and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board;
 4. To decide upon the means and methods of instruction, the approval of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
 5. To determine class schedules, hours of instruction, duties, responsibilities, assignments and the terms and conditions of employment of teachers and other employees with respect to administrative and non-teaching activities.
 6. To discipline an employee or group of employees for willful violation of this Agreement.
- B. Copyright
- Any materials prepared by a teacher specifically for his/her teaching assignment shall become the property of the Board for use in this school system. No syndication or sale of this material may be made without the express release of the creator and the Board. Such restrictions shall be limited to materials produced on school time or during Board subsidized courses.
- C. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE 3

ASSOCIATION AND TEACHER RIGHTS

A. PUBLIC ACT 379

The Board and the Association agree to abide by Act 379 of Public Acts of Michigan for 1965 and all amendments thereto and to all applicable laws and statutes pertaining to teacher's rights and responsibilities. The Board further agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of their rights granted to them under the laws above stated.

B. BUILDING USE

1. The Local Association and its members shall have the right to use the school building facilities before or after regular hours and during lunch periods. Such use of the building for Local Association meetings must be arranged with the building principal in advance. The principal retains the right of room assignment.
2. The Association shall have the right to use the District inter-office shuttle mail service for official Association business, for delivering materials between Kentwood School buildings. The service is available only on days that the shuttle is scheduled by the administration. The Association may also use fax machines and E-mail systems, which are available to bargaining unit members at reasonable times and hours, to communicate with its general membership relating to official Association business, provided the equipment is not otherwise in use. The Association's use of E-mail will comply with all applicable laws and Board policies. The Association shall furnish all materials and supplies incidental to its operation of Board equipment. The Association will pay for toll and long distance charges incurred by its use of District telephones. Materials transmitted by the school fax machine and E-mail shall identify the Association as the transmitter. Copies of all postings must be provided to the Assistant Superintendent for Human Resources.
3. Any Association officer or representative from outside the building must first make presence known in the principal's office before conducting Association business in buildings within the district.

C. SCHOOL DOCUMENTS

The Board agrees to furnish to the Association upon request:

1. Copies of those school documents it is required by law to make available to the public under the Freedom of Information Act.
2. Specific information needed for negotiations or for grievance resolution. This information will be in the form maintained by the Board.

D. ASSOCIATION DAYS

The Local Association shall be allowed to use a maximum of 45 days per school year for the handling of Association business. Additional Association days may be allowed with the approval of the Assistant Superintendent for Human Resources. Such days shall be subject to the following provisions:

1. A minimum of one day advance notice is given to the principal on appropriate form.
2. The Association assumes the cost of the substitute for the time lost from regular teaching duties.
3. Association days shall not be used during scheduled parent-teacher conference times, open house meetings, orientation meetings, or immediately before or after holiday and vacation periods except with the approval of the principal.

E. BOARD PAID RELEASED TIME/KEA PRESIDENT

The Board agrees to provide the Association President with .5 released time from a full time teaching position. The Association will reimburse the District .25 of the President's Schedule A salary.

F. TEACHER PROTECTION

Any case of physical assault upon a teacher while in the performance of assigned teaching or additional contract duties shall be reported immediately in writing to the Superintendent or designee. In the event of a physical assault, the teacher involved may request assistance of the Board (including legal fees).

1. Reimbursement shall be allowed for approved loss or damage of a teacher's personal property.
2. Reimbursement shall be allowed for approved medical expenses not covered by compensation or insurance.

G. COMPLAINTS

Teachers will be informed of any complaint, which in the administrator's judgment may become a permanent part of the personnel file. The complaint shall be called to the teacher's attention in a conference within 10 school days of the receipt of the complaint. The member may submit a letter of dissent which will be attached to the original complaint. The member shall receive copies of the written complaints directed against him/her.

H. REPRIMANDS

Employees will be notified in advance of any meeting with an administrator that could lead to discipline. The administrator shall encourage the employee to arrange for Association representation.

1. A written reprimand (see Appendix E) stating any alleged concern regarding the teacher shall be completed within 10 school days of:
 - a. completion of the investigation (if any), or
 - b. when the event reasonably becomes known to the administration.
2. Before placing a written reprimand in an employee's personnel file, the administrator making that reprimand shall:
 - a. Present the employee being reprimanded a copy of the reprimand at least 24 hours prior to the scheduled meeting.
 - b. Require the employee to sign the original which indicates only that the employee has had the opportunity to read the reprimand. The signature is in no way to be construed as acceptance or approval of the reprimand but is a verification that the employee is aware the reprimand is in his/her personnel file. The employee shall receive a copy at the time of the signing.
 - c. Inform the employee of his/her right to submit a written rebuttal to be attached to the reprimand.
3. Any employee who fails to sign a reprimand after having been directed to do so may be subject to discipline.

I. FILES

Each teacher shall have the right upon request to review the contents of any personnel file kept on said teacher. A representative of the Association may accompany the teacher in each review of the file in the presence of an administrator and/or his/her designee. A teacher will be given the opportunity to file a response to any material in his/her personnel file(s), and the response will be made a part of said file(s).

No discipline will be placed in the teacher's file without their knowledge.

If a teacher is asked to sign any materials, including those that may go into his/her file, such signature shall be understood to indicate his/her awareness of the material, but the signature shall not be interpreted to mean agreement with the content of the material. This includes any material used in the evaluation process or any reprimand.

The administration and/or its designee shall be responsible for the safekeeping of the files.

No material may be permanently removed from the teacher's file without the presence of the teacher and/or the teacher's representative; however, routine personnel documents to be removed from the file shall be returned to the teacher. The teacher may request the removal of any document. The removal will be done at the discretion of the supervisor in consultation with the Human Resources Office.

J. FOIA REQUEST

Upon receipt of a FOIA request for all or part of a teacher's personnel file, the district will promptly notify the teacher and Association of the request. The district will also notify the requesting party that disclosure will not occur until the last business day permitted by law. The district will meet with the teacher and, if requested by the teacher, an Association Representative, to review the documents the district intends to disclose before they are to be disclosed. The parties recognize that under the exceptions provided under Section 13(1) of the Freedom of Information Act and under the Bullard-Plawecki Employee Right to Know Act, and other federal and state laws, certain material may be redacted from the file prior to its release.

In the event of any legal action against the district brought in a court or administrative agency because it withheld document(s) at the Association request, Association agrees to defend such action, at its own expense and through its own legal counsel, provided:

- a. The District gives timely notice of such action to the Association and does not object to the Association's intervention as a party if it so desires; and
- b. The District gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels; and
- c. The Association shall have complete authority to compromise and settle all claims that it defends under this section.

The Association agrees that in any action so defended, it will indemnify and hold harmless the District from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the district's compliance with this section.

K. ELEMENTARY AND SECONDARY EDUCATION ACT

The district will notify the Association of any school not meeting Adequate Yearly Progress (AYP).

ARTICLE 4

AGENCY SHOP

A. AGENCY SHOP

All teachers as a condition of employment shall within thirty (30) days of the first day of work shall (1) pay dues to the Association; or (2) pay to the Association a representation fee.

The foregoing provisions shall be implemented as follows:

The payroll deduction of dues and service fees shall be considered required under the terms of this agreement. The Board shall, pursuant to MCLA 408.477; MSA 17.277(7), deduct the representation fees and dues and remit them to the local Association. The payroll deduction of dues or representation fees shall be in 10 equal installments beginning in October unless the Association sets forth a different schedule.

B. SAVE HARMLESS

The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this article of the collective agreement. The Association further agrees to indemnify the Board of any costs or damages, which may be assessed against the Board as a result of said suit or action, subject, however, to the following conditions.

1. The damages have not resulted from intentional wrongdoing or malfeasance of the Board or its agents.
2. The Association, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the selection or the damages which may be assessed against the Board by court or tribunal.
3. The Association has the right to choose the legal counsel to represent the Association and the Board in defense of any suit or action.
4. The Association has the right to compromise or settle any claim made against the Board under this section.

ARTICLE 5

SALARY AND FRINGE BENEFITS

A. SALARIES

Salaries of teachers covered by this Agreement are set forth in Schedules A and A1, which are attached hereto and incorporated in this Agreement.

K-12

1. Schedule A personnel working extra days in extension of regular assignment shall be compensated on a prorated basis of Schedule A.
2. All teachers that work in addition to Schedule A shall be paid at the teacher's hourly rate except as provided otherwise in Board policy and Schedule B.
3. Teachers shall be entitled to appropriate additional compensation as set forth in Schedule B when assigned Schedule B responsibilities. The Board and the Association agree that the acceptance of a Schedule B assignment is voluntary except when the Schedule B assignment is directly related to the teacher's Schedule A assignment.
4. An extra class assigned to a secondary teacher shall be paid at the rate of 1/5 of said teacher's step on the salary schedule. If the assignment is less than a full school year the salary shall be prorated.
5. Credit on the Kentwood salary schedule may be allowed to those new employees with satisfactory prior experience. The number of years of prior experience credit, if any, will be at the discretion of the Superintendent, or his/her designee. Any credit to be granted would be included in the initial contract with the Board.

Adult/Alternative Education

1. The hourly rate of pay for adult and alternative education teachers shall be as set forth in Schedule A1.
2. Adult and alternative education teachers shall receive one step on the wage schedule for each year of employment with the Board, provided they worked a full semester or more each year.
3. The pay for Adult/Alternative Education teachers when they substitute in the Adult/Alternative Education programs will be at their hourly rate.
4. Teachers with a stable, non-fluctuating first semester work assignment of twenty-five (25) hours or more per week may elect at the beginning of the semester to have their pay spread over 26 pay periods. If the work assignment drops below 25 hours per week at any time during the first or second semester, the Board may discontinue the extended pay plan.

5. Teachers assigned to work more than the minimum required for a full-time position shall be compensated at their pro-rata rate of pay. In assigning additional work hours, the Board will endeavor to offer such hours to teachers with work assignments of less than forty (40) hours per week. Bumping rights shall not apply to hours in excess of forty (40) hours per week. Hours over 40 hours per week will be paid at time and a half.
6. Teachers assigned classes or other responsibilities in excess of 30 hours shall be compensated for the additional hours at their standard hourly rate.

B. ADVANCED DEGREES

1. Teachers receiving either BA, BA plus, MA or MA plus 30 semester hours of graduate credit after the issuance of the MA degree shall be eligible for placement on the appropriate advanced salary schedule provided:
 - a. Salaries shall be effective at the start of the first semester providing official evidence of earned appropriate credit (official grade report or transcript) is on file in the Human Resources Office prior to October 1 of the effective school year.
 - b. Salaries shall be effective at the start of the second semester providing official evidence of earned appropriate credit (official grade report or transcript) is on file in the Human Resources Office prior to March 1 of the effective school year.
2. Courses must be taken from a college or university accredited by the North Central Association of Colleges and Schools or one of its five regional affiliates.

C. TUITION REIMBURSEMENT

The tuition reimbursement rate for additional credit earned beyond permanent, continuing, or professional certification shall be the average tuition rate of the following schools: Western Michigan University, Central Michigan University, and Michigan State University. The rate for each academic year shall be determined by the effective tuition rates for off-campus graduate level courses on October 1 of that school year. Reimbursement shall be the actual cost of tuition, or the average as described above, whichever is less.

1. Only tenured teachers and those teachers not eligible for tenure who have successfully completed the applicable probationary period (see Article 11.C.), are eligible for tuition reimbursement. Classes that commence after a teacher's tenure status is effective will qualify for reimbursement. (It is understood that for most teachers their tenure would commence July 1 unless they were hired midyear.)
2. Payments are made for courses taken during the calendar year (January-December). Only teachers still in employment with Kentwood Schools at the time payment is made are eligible.
3. Payment for courses taken during the calendar year will be made upon receipt of the tuition reimbursement application, an official grade report or transcript showing a grade of B or better in graduate work or a Pass in ungraded coursework or a C in undergraduate work. The staff member must also provide "proof of payment" in order

to be reimbursed. Course work will be reimbursed and credited to the calendar year in which the course is completed. (The Human Resource Office will maintain the list of reimbursements). Employees will have up to one year from the completion of the course to submit for reimbursement. After one year, no reimbursement will be allowed.

4. The maximum payment to any individual shall be for six (6) semester hours per calendar year.
5. Only graduate or undergraduate courses related to the teaching and/or administration field will be considered for tuition reimbursement.
6. Courses taken on-line or from a college or university must be accredited by the North Central Association of Colleges and Schools or one of its five regional affiliates or be pre-approved by the Assistant Superintendent of Human Resources.

D. SUPERVISING TEACHERS

1. Only tenured teachers may accept student teachers on a voluntary basis.
2. Each student-teacher supervisor shall receive from the Board the equivalent amount received from the university within 30 days of receipt of the stipend from the university.

E. INSURANCE BENEFITS

Upon submission of a proper application form to the Kentwood Public Schools Employee Benefit Office, the Board shall provide the premium contributions towards the benefits described for those employees who meet the qualifications stated in this Agreement.

The descriptions of benefits in this Article are only general in nature and are superseded and controlled by the terms and conditions of the applicable insurance plan, a summary of which is available for inspection during normal working hours at the Benefits Office of the Board and are subject to underwriting rules and regulations.

AN OPEN ENROLLMENT PERIOD SHALL BE PROVIDED ANNUALLY DURING THE MONTH OF SEPTEMBER.

1. The Board shall provide at 90% of the cost to each of the full-time bargaining unit members one of the following MESSA PAK options for a (12) twelve month period for the bargaining unit member and his/her entire family. The employer shall sign an EMPLOYER PARTICIPATION AGREEMENT.

Eligible bargaining unit members not electing MESSA PAK "A" will select MESSA PAK "B".

MESSA Choices II protection for a full twelve (12) month period for the employee and his/her eligible dependents as defined by MESSA and its underwriter.

Option I – MESSA Choices II (Pak A)

See Appendix C for a detail description of insurance options and costs.

Option II - MESSA Pak “B”

See Appendix C for a detail description of insurance options and costs.

Option III – Waiver of Insurance

Full-time employees who waive all insurance benefits including life insurance and long-term disability benefits shall receive \$500 per month.

2. Board paid premiums for insurance protection as described above shall be provided on the following basis:
 - a. Board premium contributions shall not apply to employee purchased benefits not described above (i.e., loss of income benefits, dependent life, survivor income insurance, etc.).
 - b. Board contributions shall begin, in the case of new teachers, at the beginning of the insurance month immediately following the time they begin their teaching duties if an application is made in sufficient time to allow for making necessary payroll deductions.
 - c. Teachers working less than full-time shall be entitled to insurance in accordance with the insuring carriers underwriting rules and regulations.

Part-time teachers will not be eligible to enroll in Option 1 or Option 2 referenced in Appendix C. Part-time teachers will be entitled to elect either one of the following options:

Option A: Part-time teachers desiring MESSA Choices II health insurance will apply the entire prorated portion of premiums for Option 1 benefits toward health insurance and forego dental, vision, long-term disability and term life insurance. The excess, if any, may be applied towards an annuity as long as the excess is \$10 or more.

For K-12 teachers, pro-rated means a portion equal to their portion of a full FTE according to their individual contract.

For Adult/Alternative Education teachers, pro-rated means a portion equal to their hours worked as compared to 1,110 hours, which is a full FTE in Adult/Alternative Education. If the number of hours changes during the school year, a change in the pro-rated portion would be made on the first day of the month - but no less than 30 days - following the change of hours.

Option B: Part-time teachers who do not elect health insurance may elect fully paid Option II benefits: Delta Dental, MESSA VSP3 vision plan, long-term disability, and term life insurance in the amount of \$45,000. The excess, if any, may be applied towards an annuity as long as the excess is \$10 or more.

- d. Teachers who fulfill their teacher contract are entitled to 12-month coverage commencing September 1 and ending August 31.

Teachers who terminate employment for any reason prior to the end of their contract, are laid off, or go on an unpaid leave of absence during the contract year, shall be entitled to fringe benefit premiums and salary prorated as per the "benefits earned" formula in this section.

The Board will pay monthly premiums costs equal to the percentage of the school year that the employee worked or had Board paid sick leave. An insurance year for purposes of computation will commence September 1. If the above calculation results in a partial month, the Board's portion of premium for that partial month will be paid only if the employee agrees to pay the balance of the premium for that month. Proration formula:

BENEFITS EARNED =

Number of Days Paid ÷ Employee Contract Year

Note: Four (4) days or less results in no deduction of fringe benefits.

F. PAYROLL DEDUCTIONS

Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit unions, saving bonds, charitable donations, professional dues, and assessments. However, such plans or programs shall be jointly approved by the Association and the Board.

The number of annuity carriers shall be limited to a maximum of five (5) with the Association having approval of any changes.

G. SEVERANCE

Severance:

1. Upon the severance of a teacher who has taught ten (10) years or more for Kentwood Public Schools, the teacher shall be compensated for any unused accumulated sick leave at the following rates. This payment structure will apply only for the length of this agreement. At the end of the 2010-2013 agreement the rate will revert to the language in the 2009-2010 KEA Agreement.

Rate 1 applies to teachers with 1-74 leave days
Rate 2 applies to teachers with 75-224 leave days
Rate 3 applies to teachers with 225 leave days or more

<u>RATE 1</u>	<u>RATE 2</u>	<u>RATE 3</u>
\$30/day	\$45/day	\$60/day

2. To qualify for the severance compensation described above, the employee must give written notification to the Human Resources Office by the last day of school of their intent to resign at the end of that school year. Teachers who do not complete the full school year contract will not be eligible for this benefit.

Once the resignation has been accepted by the Administration, the teacher may not withdraw his/her resignation without the approval of the Administration.

3. Upon the death of a teacher, the spouse/beneficiary will be paid at the appropriate rate set forth above for each unused sick leave day accumulated by the teacher regardless of the deceased teacher's eligibility under the Michigan Public School Employee Retirement Act or years of service.

ARTICLE 6

TEACHING WEEK, DAY AND HOURS

A. STAFF MEETINGS

1. Staff Meetings:

- a. **Elementary:** Unless excused by the building or program administrator, elementary staff teachers shall attend two (curriculum) professional development meetings per month as part of their teaching duties. In addition to the above meetings, the building principal may schedule one staff meeting per month. The meeting day and time will be determined by majority vote of building staff and the administrator. Professional development (curriculum) and staff meeting shall last approximately one hour in length. When elementary specials are reinstated to 200 minutes per week, this language shall return to the staff meeting language of the 2006-2008 Master Agreement.
- b. **Secondary:** Unless excused by the building or program administrator, staff teachers (including Adult/Alternative Education teachers) shall attend one staff or curriculum meeting each week as part of their teaching duties. Except under unusual circumstances, Monday shall be considered staff or curriculum meeting day. By mutual agreement of the building staff and principal, staff and curriculum meetings may be scheduled in the morning or on another day.

2. Part-time teachers who work .6 or less, will attend at least 50% of staff meetings and inservices (including two District inservices), to be mutually agreed upon by the principal and teacher at the beginning of each semester. Disagreements shall be resolved by the Assistant Superintendent for Human Resources.
3. Teachers who are required to attend IEPC and building special services meetings will continue to attend as part of their teaching duties. The District will make every effort to hold such meetings during the scheduled work day.
4. I.E.P.C. and building special services team meetings shall not be considered a meeting for purposes of section A-1.
5. Attendance at any meetings beyond the aforementioned shall be considered voluntary.

B. SCHEDULED WORKING DAY REGULATIONS

K-12

1. The scheduled working day for all teachers shall not exceed 7 hours except on scheduled meeting days when the working day is extended to allow time for the meeting. Normally, staff and curriculum meetings will not exceed about an hour.

While the above provides for the scheduled work day, the Association recognizes that each teacher identified in Article I-A. (including byway of example, part-time teachers) has a responsibility to devote additional time for:

- a. Annual "Open House" and/or Orientation meetings.
- b. Parent-teacher conferences.

It is the individual teacher's professional responsibility to perform duties normally associated with teaching and non-instructional duties outside the scheduled work day, at the time and place of the teacher's choosing.

2. Building administrators will designate the daily schedule for staff within the scheduled work day, only after consultation with staff. The Board will not schedule more than 1099 hours of instruction without bargaining with the Association.
3. If a change in the traditional instructional day is being considered to accommodate collaborative planning time, the principal will consult with staff regarding the length of time for collaboration, the frequency, the impact on the traditional day, and the uses of the collaborative time. Collaborative time shall not be used for staff meetings on a regular basis. The District will notify the Association before consulting with staff about a change in the traditional day to accommodate collaborative planning time.
4. Upon exhaustion of allowed act-of-God days, if there is a need for additional hours to meet the state minimum (1099), the Assistant Superintendent for Human Resources will bargain with the Association regarding how to add the hours.

Adult/Alternative Education

1. The Community Education Director, with assistance from Program administrators, is responsible for assigning the specific work days and hours for personnel employed in each of the various Adult and Alternative Education programs.
2. Adult and Alternative Education enrollments and program needs fluctuate within a given school year. Personnel assignments as to days and hours may, of necessity, change periodically during the school year.
3. Teachers are to be at their assigned places of duty on time and are to remain until the end of the assigned day or evening. Teachers are not to leave a classroom of students unattended at any time except for urgent situations. Arrangements must be made with the immediate supervisor or office prior to leaving the premises.
4. Teachers assigned to morning, afternoon or evening classes longer than three (3) consecutive hours shall have a fifteen (15) minute break provided the teacher is available to meet with and continues to supervise students.
5. In fulfilling their teaching assignments, teachers shall be required to prepare and keep records of students' progress, lesson plans, attendance, conference reports, test scores, as determined by the Program Administrator or Director. All teachers are required, as part of their normal teaching assignment, to include duties as directed by their Program Administrator such as, filling out enrollment forms, calling "no shows" on class lists, and documenting reasons for student absences.

5. Prior to the beginning of each semester teachers will be tentatively assigned hours based on the highest number of hours worked one semester or more during any contract year less any voluntary reduction in assignment hours to a maximum of 1480 hours. However, the Employer will attempt to meet previously assigned hours above 1480. Hours worked is defined as instruction hours, preparation time as defined by the master agreement, and other assigned hours, all as identified on the teacher assignment sheet and actually worked for the full year. Any necessary reduction in hours shall be applied to the assignments of the least senior teachers in that classification. The final assignment date shall be the official fall student count date.

C. DUTY FREE LUNCH PERIOD REGULATIONS

1. Elementary teachers shall be provided with a duty-free lunch period of not less than 35 uninterrupted minutes. Noon supervision duty during inclement weather shall not be handled by teachers except when absolutely necessary. In those cases the principal shall secure an individual or individuals for noon supervision duty during inclement weather as an annual assignment. If an individual cannot be secured on an annual assignment, then each teacher shall be required on a rotating calendar-day basis with pay (teacher's hourly rate) to perform this duty. The teacher assigned on the rotating calendar basis shall have the privilege of securing other teachers in the building to perform their duty and shall be required to be on said duty for no more than one-half of the teacher's lunch period.
2. K-12 Middle school and high school teachers shall be provided with a duty-free lunch period of not less than 30 uninterrupted minutes.
3. Adult/Alternative Education Teachers with an assignment of five hours or more per day shall be entitled to a duty free, half hour, unpaid lunch period.

D. RECESS DUTY REGULATIONS

1. Elementary teachers shall not be required to supervise the playground during recess periods. Inclement weather duty within the building may be assigned to teachers on a rotation basis with no more than 50% of the teachers required to be on duty during a particular day. Recesses shall be included in instruction time as part of the elementary school day for state reporting purposes and shall be a total of 30 minutes.
 - a. 15 minutes of recess will remain duty-free to teachers.
 - b. A certified staff member will be assigned to manage students on each playground in order to provide Conflict Resolution and physical fitness for a period of 15 minutes per day. The remainder of the certified staff members will be available to provide instructional time for small groups, individualized tutoring, remediation, make-up work, enrichment, discipline, mentoring, relationship building, or parent communication. The Board recognizes that these activities could be accomplished through a team approach.

2. Teachers assigned inclement weather duty shall be released early at the end of the working day or allowed to arrive late the following day for an amount of time equivalent to said duty. On staff meeting days and/or parent conferences, the released time shall be taken on the succeeding day.

E. CONFERENCE PLANNING

1. Elementary teachers shall be provided with a daily conference-planning period of not less than 37 minutes. With the exception of those mornings designated as staff or curriculum meeting days (also see Article 6, A-1), elementary teachers shall be provided with a daily conference-planning period of 45 minutes before the start of the day.
2. When elementary specials are reinstated to 200 minutes per week, this language shall return to the language of the 2006-2008 Master Agreement. (see letter of agreement dated September 2, 2004) All elementary teachers will be provided each week with scheduled release time of 200 minutes. This scheduled released time shall be used by the elementary teacher as a conference-planning period. In those instances where the district is not able to obtain a substitute for this release time, the elementary classroom teacher filling in for an absent special teacher shall be paid for the appropriate prorated portion of time at the teacher hourly rate (see Schedule B).
3. The normal weekly teaching load in secondary schools shall not exceed 25 teaching periods per week (excluding seminar or advisor-advisee contact periods), and a minimum of five conference planning periods, except for some teachers with block schedules who will be assigned the equivalent of such periods. For Alternative Education, no more than 30 teaching periods (excluding seminar or advisor-advisee contact periods) and a minimum of five conference planning periods (except for blocks). No changes in the format of the teacher's regular work day will occur without consultation with the Association.
4. Adult/Alternative Education teachers will receive preparation time at the ratio of one hour for every six hours of teaching time. Preparation time shall not apply to teachers classified as Academic Advisor.
5. All teachers will commence full teaching schedules, beginning on the students' first day of school, and continuing until the students' last day of school.

F. TEAMING

Teachers shall have input in determining team make-up at the middle schools. The final placement decision rests with the principal.

G. PROBATIONARY TEACHERS SPECIAL CONSIDERATIONS

Where possible, the Board and, where applicable, the department chairs, will attempt during the first two years of employment as a teacher, to assign students so that the percentage of mainstreamed, at-risk, and special needs children will normally not exceed 30% of the teacher's classroom, or the applicable building average.

H. SCHOOL WORK YEAR

1. School Year Schedule C, is based upon 181 teacher work days, including no more than 10 working days in June, unless instructional days are missed because of school closings. Instructional days missed will be made up in June by extending the school year the number of days lost. Teachers who are new to the District will work 183 days.
2. The calendar for K-12 and Adult/Alternative Education is shown in Schedule C. School Year Schedule C is based on 181 work days, 183 for teachers new to the District.

I. SCHOOL CLOSINGS

On school closings due to inclement weather or equipment breakdown teachers need not report to work on both instruction and inservice days, except when notified to the contrary by the Superintendent of Schools. Instruction days lost are not considered to be work days. Should legislation repeal the need for make-up days, the above language will return to the provisions of the 1984-86 Master Agreement.

ARTICLE 7

TEACHING ASSIGNMENTS

A. TRANSFERS

Teachers who will be affected by change in grade assignment in the elementary school grades, or by changes of subject assignments in the secondary school grades shall be notified and consulted by their principals prior to the end of the school year. Under unusual circumstances, teachers may be assigned or reassigned after that time following notification and consultation by their principal.

B. INVOLUNTARY TRANSFERS

1. Some involuntary transfers from one building to another or reassignments may be unavoidable.
2. Any involuntary transfer or reassignment, will be made only after a meeting between the teacher involved, a representative of the Association if requested by the teacher, and the Assistant Superintendent of Human Resources at which time the teacher will be notified of the reasons.

C. VOLUNTARY TRANSFERS

Transfers by request of the teachers shall be honored whenever possible provided that:

1. Teacher is certified and qualified for position requested.
2. First consideration shall be given present Kentwood staff.
3. Ordinarily requests for midyear transfers shall not be approved.
4. Approval of the receiving Principal is presented to the Assistant Superintendent for Human Resources.
5. Final approval shall be by the Superintendent of Schools.
6. Any teacher denied two requests for transfer within a two-year period will be entitled to a meeting upon request with the Assistant Superintendent for Human Resources and an Association Representative at his/her option to discuss the reason for the denial.

D. NOTICE OF VACANCIES

Notices of vacancies shall be posted in each building and sent to the Association. No vacancy shall be permanently filled until it has been posted for at least six normal work days. Upon teacher request, during the summer months, a list of current postings will be mailed with the paychecks or on payday for teachers with 21 pays.

A vacancy is a new or currently unoccupied position to be filled by the Board when all other employees have been assigned positions and for which there is no employee on leave of absence or lay-off status with a claim to the position.

ARTICLE 8

ACADEMIC FREEDOM

A. RIGHTS

The parties agree that free discussion of historic, scientific, and/or contemporary issues, with free access to all relevant information, is the heart of the democratic process; therefore, the following rights of teachers in working with students are accepted.

1. The right to study any of the above issues which have political, economic, scientific, or social significance.
2. The right to free access of all relevant information.
3. The right to study and discuss appropriate academic and educational issues, even though they may be controversial or unpopular, provided the context and presentation is professional and relevant.

B. RESPONSIBILITIES

The teacher has the responsibility of treating subject matter and the issues thereto in an objective and scholarly manner.

1. The teacher approaches historic, scientific, and/or contemporary issues in the classroom in an impartial and unprejudiced manner.
2. The teacher refrains from using his position and prestige to promote a partisan point of view.

ARTICLE 9

LEAVE PRIVILEGES

A. LEAVES WITH PAY (CHARGEABLE)

1. Accumulation of Sick Leave

a. Pre K-12

Each teacher shall be granted twelve (12) days sick leave per school year with full pay. A sick leave day for less than full-time employees is the portion of a full day for which they are contracted to work. Such days of leave shall have unlimited accumulation and shall be credited at the beginning of the school year. Unused personal leave day(s), as described in A.2.e. below, from the previous school year shall be added to this unlimited accumulation of sick leave.

In the event a teacher terminates employment or is granted any unpaid leave of absence, the above twelve (12) days shall be prorated on the basis of 1 sick leave day per 20 work days, rounded off to the nearest 1/2 day. Such proration shall not occur until leave has exceeded 10 consecutive work days.

b. Adult/Alternative Education

Each teacher shall be granted one hour sick leave per 15 hours worked. In the section on Use of Sick Leave (A.2.), wherever the word "days" is used, the leave will be considered to be in hours. One day is equal to seven (7) hours for Adult/Alternative Education teachers.

2. Use of Sick Leave

Accumulated sick leave days may be used for the following reasons:

- a. Personal illness or non job-related injury of the employee.
- b. Illness in the immediate family (spouse, parent, parent-in-law, grandparent, child, stepchild, or stepparent) not to exceed 15 work days, except with approval of the Human Resources Office. Additional days may be used for FMLA qualifying leaves by FMLA eligible employees, as designated by either the Board or the teacher.
- c. Absence necessitated by exposure to contagious diseases in which the health of students would be impaired by attendance on duty.
- d. Time necessary for attendance at the funeral service of a person whose relationship to the teacher warrants such attendance, not to exceed 3 days per school year.

- e. Each employee who has 60 accumulated sick leave days counted at the end of the previous school year shall be allowed 3 personal leave days. All other employees shall be allowed 2 personal leave days. Such days shall not be cumulative and shall be subject to the following provisions:
 - 1. Arrangements for said leave shall be made at least five (5) days in advance with the principal on the proper form.
 - 2. Matters of an emergency nature shall be allowable upon advance notice to the principal.
 - 3. Personal leave days shall not be used during scheduled parent-teacher conference times or immediately before or after holiday and vacation periods, except in emergencies and with the approval of the principal.

Personal leave days shall be subject to the following daily building quotas:

 - a) Each elementary building - 2 leaves
 - b) Each middle school building - 3 leaves
 - c) High school building - 5 leaves
 - d) Adult/Alternative Education program - 3 leaves

No building may exceed its building quota for personal leave days on any single day unless approved by the building principal. Teachers who service more than one building shall have their personal leave approved by the "home building" principal.
 - 4. One extra personal leave day per year, purchased by exchanging two sick leave days, will be available to teachers. This extended extra personal leave day shall not accumulate to following years.
- f. Extended disability (including pregnancy disability and absence required following adoption of child) for a period in excess of ten (10) consecutive work days.
 - 1. In the event of a disability the teacher shall notify the Human Resources Office. This notice shall be accompanied by a statement from the attending physician specifying the disability and its probable duration.
 - 2. An employee on disability leave is to report back to work on the date the employee's physician states that he/she is able to return to work.
 - 3. An employee on disability must submit a written, signed statement from his/her attending physician stating that the employee is capable of returning and performing the essential functions of the assignment.
 - 4. Failure to report to work on the date their disability ends without notification shall be considered as voluntary termination of employment, except under emergency circumstances.

5. The Board shall have the right to request additional medical information or a review of the medical records by a physician of its choice, at the Board's expense, whenever the length of disability is in question. If disagreement arises, the Board may ask for an examination, at Board's expense, by a mutually agreed-upon physician.

B. LEAVES WITH PAY (NOT CHARGEABLE)

1. Leaves of absence with pay not chargeable against accumulated sick-leave days shall be granted for the following reasons:
 - a. Death in the immediate family (spouse, parent, grandparent, child, grandchild, brother, sister, stepparent, stepchild, parent-in-law, brother-in-law and sister-in-law) not to exceed 5 work days. This leave is available to employees for making funeral arrangements, travel to/from and attendance at the funeral of immediate family members.
 - b. Absence when a teacher is called for jury service less per diem received for jury service. The teacher is required to report to their teaching assignment when his/her presence is not required at court.
 - c. Court appearance as witness in any case connected with the teacher's employment by the District, or whenever the teacher is subpoenaed to attend any proceeding, less per diem received for court appearance. The teacher is required to report to their teaching assignment when their presence is not required at court.
 - d. Approved visitation at other schools.
 - e. Approved attendance at educational conferences or conventions, including Association meetings related to instruction. In those instances where the teacher is serving as a speaker, the teacher may retain all reimbursed expenses (including mileage) and up to the first \$100 of remuneration received for serving as a speaker. Any amount in excess of \$100 will be returned to the Board.
 - f. Approved attendance at the funeral of a current teaching staff member provided that an adequate number of certified volunteer substitutes can be obtained.
 - g. Military reserve training duty, not to exceed two weeks. The Board shall pay the difference between the military pay and the teacher's salary.
2. Leaves of absence with pay not chargeable against the teacher's accumulated sick-leave days may be granted upon recommendation of the principal with approval of the Human Resource Office for the following reasons:
 - a. Approved travel not to exceed 1 week that is related to teaching assignment.
 - b. Short-term university study, not to exceed 2 weeks, that is related to teaching assignment. A teacher receiving a stipend shall be paid the difference between the stipend and the salary.

C. SABBATICAL LEAVES

Sabbatical leave may be granted for a period not to exceed 1 year for advanced study, on the following conditions:

1. The teacher shall have taught 7 years in the system.
2. The stipend of one-half of his base pay shall be allowed for said one-year period.
3. The teacher agrees to return for 3 years or repay the amount paid.
 - a. In the event the teacher completes only 1 year following sabbatical, he/she shall repay the Board two-thirds of the amount of money received while on sabbatical.
 - b. In the event the teacher completes only 2 years teaching following sabbatical, he/she shall repay the Board one-third of the amount of money received during sabbatical.
4. Stipends, fellowships or other monies awarded or earned while on sabbatical shall be retained by the applicant as well as the Board stipend as defined in 2. above.
5. The teacher upon return from sabbatical leave shall be restored to his former position, or to one of comparable status.

D. WORKER'S COMPENSATION

Any regular employee of the school district who in the line of duty incurs an injury for which he/she receives compensation under the Worker's Compensation Act shall be paid during the period of disability the difference between his salary and the amount received under the Worker's Compensation insurance plan, provided that:

1. Said sick-leave benefit is valid by law and payable only if the sick-leave benefit compensation shall not reduce the amount of benefit received by the teacher under the Worker's Compensation insurance carrier.
2. Said sick-leave benefit shall not be paid for a longer period than the period equivalent to the accumulated sick-leave as heretofore determined in this article.
3.
 - a. The employee shall not lose earned sick-leave time for that percentage of time compensated under the Worker's Compensation insurance plan.
 - b. If the employee is absent from work for a period of time that would qualify the employee for "loss of income" benefits from Worker's Compensation, the wage benefits received by the employee for the first six (6) days will be reimbursed to the Board. In the event the six (6) day period under law changes, the six (6) day waiting period will be adjusted accordingly.

Once "loss of income benefits" are available to the employee, the Board will pay the employee the difference between the amount received from Worker's Compensation and the amount of daily base wages normally paid to the employee. The amount paid by the Board will be charged on a prorated basis to the employee's available sick leave.

- c. The employee will be paid his/her normal daily wages for the time off necessary because of a confirmed job-related injury. This time off will NOT be charged to the employee's sick leave for the day of the injury or, if needed, the five (5) work days following. The need for such absence will be based on medical verification from the Board's doctor or a doctor approved by the Assistant Superintendent for Human Resources. If the doctor recommends that the employee work "with restrictions", the supervisor will consult with the employee and the supervisor will make the final determination if the employee will be allowed to work under the conditions stated by the doctor.
4. An employee absent because of a work-related injury will be re-employed in his/her former position if the return to work is authorized by medical personnel approved by the Board and the return is within one (1) year of their initial absence. If the date of return exceeds the one (1) year period, the employee will be re-employed to a position if they are medically recommended for return to work unless he/she would be affected by a reduction in staff as in Article 15.
5. Teachers shall report any injury or illness, which is job related as soon as it occurs or reasonably becomes known to the teacher.

E. LEAVES WITHOUT PAY

1. Leaves of absence without pay and without credit on the salary schedule shall be granted for a period not to exceed 1 year for the following reasons:
 - a. Conditions at home require the teacher to remain at home, including child care or adoption (not to exceed 3 such leaves).
 - b. Personal illness or extended disability on advice of physician.
2. Leaves of absence without pay and without credit on the salary schedule may be granted with approval of the Human Resources Office for a period not to exceed 1 year for the following reasons:
 - a. Self-improvement including graduate study.
 - b. Travel which has been approved by the Board of Education which is consistent with the educational growth of the teacher in his/her field.
 - c. Career exploration. (May include employment in another district.)
3. Military - Leaves of absence without pay shall be granted to any teacher who shall be inducted, or shall be called, or shall enlist in military duty in any branch of the Armed Forces of the United States.
 - a. The duration of the leave shall be for the duration of the call up. Such leave shall terminate upon any voluntary extension of the tour of duty.
 - b. The Board shall pay the difference between the military pay and salary for 10 (ten) working days.
 - c. Teachers on military leave shall be granted the benefit of any increment which would have been credited to them had they remained in active service of this school system.

- d. Sick-leave days accumulated from the date of enlistment or draft shall be held for said employee until his return or otherwise held in accordance with other provisions of this Agreement.
 - e. The above teacher shall not be eligible for the above- stated leave until he/she has taught for a period of no less than 90 working days.
4. Peace Corps - Leaves of absence without pay shall be granted for up to 2 years to any teacher who joins the Peace Corps, or similar domestic program as a full-time participant in such programs. Such leaves shall be treated as time taught for purposes of the salary schedule set forth in salary Schedules A and B.
 5. Association - Teachers who are officers of the Association or Local Association or are appointed to its staff may, upon proper application, be given leave of absence without pay for the purpose of performing duties for the Association or Local Association.
 6. Campaign for Public Office - The Board may grant a leave of absence without pay to any teacher to campaign for, or serve in, a public office.
 7. All leaves covered in this section are without pay or fringe benefits and without sick-leave accumulation (as described in Section A).
 8. If a leave period does not exceed one semester within the current school year the teacher shall be re-employed in his/her former position. Any tenured teacher returning from a leave shall be guaranteed a teaching position unless he/she would be affected by a reduction in staff as in Article 14, Section D.

F. LEAVES TAKEN UNDER FMLA (Family and Medical Leave Act)

The leave provisions of this Agreement shall be construed consistently with the requirements of the federal Family and Medical Leave Act. Employees may take unpaid leave, with health benefits, in accordance with the Act for birth, adoption or foster care placement, or for a serious medical condition affecting themselves or their immediate family or defined in the Act. All such leaves shall be cumulative with, and not in addition to, any other applicable leave granted in this Agreement. If an employee has need for such leave, he/she should contact the Human Resources Office to determine eligibility and arrange the terms of the leave.

The Board or the employee may require substitution of paid days for unpaid FMLA leave as permitted by the Act. If FMLA adoption leaves are repealed or restricted, the parties will revert back to the 1994-1997 Master Agreement language.

G. GENERAL PROVISIONS

1. After 3 consecutive absences, a medical report may be required at the discretion of the Human Resources Office.
2. Any teacher who willfully violates or misuses this policy or misrepresents any statement or condition under this policy may be subject to discipline.

3. The Human Resources Office may request a medical report to certify the legitimacy of a claim for compensation for absence.
4. After having been absent for 10 consecutive work days in excess of accumulated sick leave days, a teacher upon notification by the Board shall either apply for a leave of absence or submit a resignation. The teacher shall respond within 5 work days. If a leave is requested, it shall be granted with the same reemployment rights (i.e. 9.C.5., 9.E.8.) as all other leaves.
5. Reemployment may be denied for failure to notify the Human Resources Office as directed prior to the termination date of leaves granted in Article 9, section E.
6. Unpaid leaves will not generally be approved if a "paid leave" is available that could appropriately be utilized for a requested absence. At the employee's request, the use of short-term disability, when available, will be used before the exhaustion of available paid leave.

ARTICLE 10

CONTRACTUAL RELATIONS

A. JUST CAUSE

1. No teacher shall be disciplined, reprimanded, or reduced in compensation without just cause
2. Schedule B is an annual assignment. Teachers not renewed for Schedule B positions shall, upon request, be provided with written reasons for the denial of the position and shall have the right to add a written response. The failure to reemploy any teacher to a Schedule B position or other assigned responsibilities outside the school day is not arbitrable.

B. LETTERS OF INTENT

1. Employment letters of intent shall be issued in lieu of contracts prior to May 15 in the absence of a completed Master Agreement.
2. Said letters shall be due back in the office of the principal within 10 work days of the date of issue. Extensions of time may be granted upon request to the Superintendent of Schools.

C. The Board recognizes the concept of progressive discipline.

ARTICLE 11

TEACHER EVALUATION

A. EVALUATION

The purpose of the evaluation process is to determine the teacher's performance in his/her professional duties. The evaluation process will utilize the current forms and procedures established in this contract to ensure a positive, growth-oriented system beneficial to the teacher.

The evaluation process provides information, which will determine the employment status of the individual teacher by recognizing satisfactory teacher performance, identifying all areas needing improvement and providing appropriate and specific techniques and/or resources for improvement.

The evaluation of teachers shall employ established criteria in this article and be based upon direct observation and personal contact with the teacher being evaluated.

Each teacher shall be evaluated in writing on official forms, with a copy to the teacher.

By October 1 of the school year in which the teacher will be evaluated (or 10 school days after the teacher begins work, whichever is later), the appropriate administrator will inform the teacher in writing who the evaluator will be.

On or before October 10, each all members to be evaluated that school year shall be provided with an Individualized Development Plan (Appendix A). Teachers hired during the school year will receive the IDP within 20 school days after the first day of work.

B. EVALUATOR

The evaluator will be a specific administrator designated by the district, who is trained in teacher evaluation, generally, the immediate supervisor or program administrator.

Unless mutually agreed upon by the administrators and the teacher, in cases where the teacher may have more than one immediate supervisor, there will be an observation done separately by each administrator with the evaluation completed by the administrator at the home school. The evaluation will be done by the administrator where the teacher has the higher F.T.E. (i.e. .6 F.T.E. vs. .4 F.T.E) In the case of equal F.T.E., the evaluator will be the administrator where the teacher first begins his/her teacher assignment on a weekly basis.

C. EVALUATION FREQUENCY

Should legislation repeal the requirement for annual evaluations of all employees, the following language (Article 11 Teacher Evaluation C2) will return to the evaluation language of the 2006-2008 Master Agreement.

1. Probationary Teachers

There will be two evaluations per year for probationary teachers in years one and two. Years three and four will be one or two evaluations per year, provided the first two years of teaching are satisfactory. The teaching (or other professional) performance will be observed twice for each evaluation. Additional observations may be done by mutual consent of the teacher and administrator. The first evaluation will be completed by December 15th and the second evaluation by March 15th.

Any two of the observations must be at least 60 calendar days apart.

For purposes of this section (C.1.), a probationary teacher is any teacher who has not acquired tenure within the Kentwood Public School System, including teachers who are not eligible to acquire tenure (e.g., social workers), who will serve a two or four year probationary period as if they were eligible to acquire tenure.

The Association may upon request of the principal, extend the dates for evaluations, if the number of probationary teachers warrants an extension.

2. Tenured Teachers:

Formal Evaluations:

Tenured teachers shall be formally evaluated at least once every (3) three school years with the final evaluation completed no later than May 15. It shall be based on two classroom observations. Additional observations may be done by mutual consent of the teacher and administrator.

Any tenured teacher may be formally evaluated yearly at the discretion of the administration. The tenured teacher shall be informed in person as to the rationale for the formal evaluation.

A tenured teacher may request and shall receive a formal evaluation upon giving written notice to the administrator before January 1 of each school year.

For the purposes of this evaluation process, employees who are not eligible to acquire tenure (e.g. social workers) shall be considered in the tenured category when they have satisfactorily completed a two or four year probationary period, as if they were eligible to acquire tenure.

Annual Evaluation:

Tenured employees who are not scheduled for a formal evaluation will receive an annual evaluation, using Appendix F, with the final evaluation completed no later than May 31st.

No tenured employee will receive a “Needs Improvement” or “Unsatisfactory” on an annual evaluation. The employee must be moved to a formal evaluation cycle by February 1 of that school year, if there are concerns that the annual evaluation may result in a “Needs Improvement” or an “Unsatisfactory” mark. The tenured teacher shall be informed in person as to the rationale for moving to the formal evaluation.

Tenured teachers moving from an annual evaluation to a formal evaluation will hold a pre conference meeting by February 1st of that school year.

D. EVALUATION CYCLE

A formal evaluation cycle consists of the following:

1. Pre-Observation Conference

The evaluator shall hold a pre-observation conference with the teacher prior to the first observation.

The purpose of this conference is for the evaluator to discuss with the teacher the expectations to be set forth in the IDP, arrange an observation schedule, and provide a tentative schedule for the entire evaluation. The pre-observation conference could include discussions relating to the explanation of the IDP, evaluation forms, what specific things the teacher and evaluator are looking for, scheduling and methods of observations and any other concerns.

2. Observations (Classroom and/or work site)

All monitoring or observations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

Any unsatisfactory behavior observed by the principal outside the classroom setting and within the school day shall be discussed with the employee in a personal conference within five work days after the unsatisfactory conduct is observed.

An observation shall be defined as a classroom or work station visit of at least (45) forty-five continuous minutes, which shall be scheduled by mutual agreement with the teacher.

If there is any use of video taping or audio recording, such as for teacher self-improvement, the tape or recording shall remain the property of the teacher.

3. Post Observation Report Conference

The administrator who has observed the teacher shall hold a conference with the teacher within five work days for probationary teachers and ten days for tenured teachers of each 45 minute observation.

The teacher will have a copy of Appendix B and any other documents used to record the observation at least 24 hours before the post-observation meeting. When need for improvement is noted, written suggestions shall be provided to the teacher in the post observation report which will be provided to the teacher at this conference.

4. Final Evaluation Form

The completed evaluation form (Appendix C) shall be given to the teacher at least 24 hours before an evaluation conference is held between the teacher and administrator. This conference shall be held within 20 work days of the last observation.

If the teacher does not agree with the evaluation, he/she may submit a letter of dissent that will be attached to the evaluation as part of the teacher's permanent record.

Staff members are encouraged to complete a voluntary self-evaluation at the completion of the conference.

NOTE: When either the teacher's or evaluator's long-term absence (10 consecutive days or more) interferes with the evaluator's ability to meet the timelines in this article, the timelines may be extended by the evaluator equal to the number of work days absent.

E. PLAN OF IMPROVEMENT

Should the evaluation have any area that has been rated unsatisfactory, the evaluator, with input from the teacher, shall develop a plan of improvement to meet the expectations of the IDP on approved forms in Appendix D.

The plan will:

1. identify specifically the area(s) that need improvement;
2. provide the teacher with specific written criteria for improvement that can be measured and/or observed;
3. develop a workable timeline for such improvement. This timeline shall include follow-up visit(s) which may include additional observations and evaluators as needed in the evaluator's judgment to review and monitor the area(s) of concern; and
4. a program to assist in the implementation of the recommendations. Suggested strategies may include sufficient time, materials, collegial assistance, and other resources.

F. MENTORS

Because the purpose of the mentor/mentee match is to acclimate the teachers and to provide necessary assistance toward the end of quality of instruction, the Board and the Association agree the mentoring relationship shall be confidential and shall not in any fashion be a matter included in the evaluation of the Mentor Teacher or the Mentee.

Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other. Further, the Mentor Teacher and Mentee shall not be called as a witness in any hearing to discuss the mentor relationship or to seek information as to the competence of either parties.

However, nothing in this section F excuses the Mentor or Mentee from fully cooperating with the District in an investigation of alleged unprofessional or illegal conduct, including testifying about such conduct.

G. GENERAL PROVISIONS

The Local Association President or his/her designee shall be notified, within 5 working days, of any evaluation of a teacher that might lead to dismissal proceedings.

A written notification shall be given at the date of the evaluation but no later than May 15, in cases where a teacher's work is unsatisfactory and re-employment is not being recommended. A teacher or Association may file a grievance regarding the evaluation process, but the content of an evaluation is not arbitrable. Discipline is subject to the grievance arbitration procedure, see Article 10.

ARTICLE 12

INSTRUCTION

A. CURRICULUM PROCESS

Curriculum Council recommendations shall be submitted to the Administration and then to the Board for its consideration and action.

1. Curriculum Content or Grade Level Committees

Each teacher will choose one Curriculum Content or Grade Level Committee on which to serve for each school year. Teachers are encouraged to choose the committee that most closely matches their teaching assignment. The purpose of these committees is to work on and make decisions based on the “how” of curricular issues such as:

- programming
- curriculum development
- material/resource/textbook choice

Committees will give input on curriculum standards, MEAP testing, and other issues regarding state accreditation.

Committee meetings will be held as necessary, not to exceed eight (8) times per year.

Committee chairs will be elected by the committee members. Committees representative of middle and high school content teachers may wish to elect co-chairs representing the two levels. A list of committees and job descriptions may be found in the Curriculum Council Guidelines document.

2. Curriculum Council

The Curriculum Council will be 16 elected teachers (one per building), 16 administrators or administrative appointed representatives and three parents.

The purpose will be:

- to serve as the District School Improvement Committee under school code law including review of MEAP achievement results
- to disseminate information through the elected representatives to each building
- to review committees' recommendations and review to ensure that proper process was followed
- to direct in-service day activities and recommend staff development activities - create agendas, choose speakers, etc.
- to review communication materials such as *Curriculum Briefs* and make suggestions to the Instruction Office
- to present recommendations to the Superintendent of Schools and his/her designee who shall make recommendations to the Board of Education

There will be up to five scheduled meetings of Curriculum Council per school year, which may include one full-day, released time meeting. The Council will be co-chaired by the Assistant Superintendent for Curriculum and Instruction. The co-chair will be a KEA member elected from the membership of the Council.

All voting of the Curriculum Council shall be accomplished by a written ballot.

Curriculum Council Guidelines describe the duties of Council members.

B. CLASS SIZE

1. Class size is recognized as a crucial component of effective teaching. It is the goal of both the Board and the KEA to continuously address this issue. During the duration of this contract, efforts will be concentrated at providing relief within the classroom. Upon completion of this current building program and expiration of this contract, class size will be given priority status in future negotiations.

The Board shall make every reasonable attempt to equalize class size at all levels.

2. Class size guidelines shall be as follows:

	<u>Ideal No.</u>	<u>Maximum</u>
K-2	22	29
3-5	24	31
Middle	25	32
High School	26	32

Exceptions:

	<u>Maximum</u>
Secondary Physical Education	38
Secondary Vocal and Instrumental Music	Unlimited
Elementary Split Classes	22
All others Secondary	32

3. If the class size is within one student of the stated maximum, the teacher may request a meeting with the principal and the Assistant Superintendent of Human Resources to discuss and recommend solutions.
4. If the number of students exceeds the ideal number in basic or low level classes and a teacher recognizes that the needs of students are not being adequately met because of class size, the teacher may invoke the following procedure:

The teacher shall communicate with the principal to define the problem and to recommend a solution in an attempt to resolve the matter.

In no case shall the maximum class sizes for basic or low level secondary classes exceed 28 students.

A list of basic or low level classes will be reviewed annually by the Assistant Superintendent for Human Resources, building principal and the Association.

5. In determining class size, students with disabilities will be counted as part of the elementary teachers' classload when their enrollment in that classroom reaches .5 FTE or above.
6. In the event that the maximum number is exceeded because of an emergency (fiscal or facility limitations), a committee of the Superintendent, the president of the local association, building principal and the affected teacher shall meet to discuss options and alternatives to remedy the overload situation.
7. There shall be an attempt to balance the assigning of special education students to general education classrooms. However, this shall not preclude other alternatives for the assigning of special education students which teachers may voluntarily approve.
8. The class count shall start:

Elementary - After 15 work days
Secondary - after 15 work days of each semester.
9. It is the Board's goal to observe the standards for class size and caseload stated in applicable rules, regulations and State waivers. In the event that the maximum number is exceeded because of an emergency (fiscal or facility limitations), a committee of the Superintendent, the president of the Association, building principal, Director of Special Education, and the affected teacher(s) shall meet to discuss options and alternatives to remedy the overload situation.

C. LEAST RESTRICTIVE ENVIRONMENT

1. Teachers shall not be required to assist a student with disabilities in the routine scheduled performance of bodily functions or to provide routine, scheduled maintenance of an apparatus in accomplishing such bodily functions (e.g. suctioning, catheterization). The teacher shall be informed and instructed as to emergency measure(s) which may be necessary on occasion due to the student's disabilities. Otherwise, it is the teacher's responsibility to implement the services or accommodations specified in the IEP while the student is under the teacher's supervision.
2. In assigning a student with disabilities to a general education classroom when more than one classroom placement is available within the building to facilitate the implementation of the student's I.E.P., the Board agrees to consider the severity of the student's condition, the number of other students with disabilities assigned to the class and the overall class sizes within the applicable classrooms.
3. Where necessary in each building there will be a designated staff member and an appropriate designated area for the performing of routine maintenance of an apparatus to maintain bodily function and/or routine care or maintenance of bodily functions related to an impaired condition of a student.

ARTICLE 13

GRIEVANCE PROCEDURE AND ARBITRATION

A. GRIEVANCE DEFINITION

1. A grievance is a complaint of an alleged violation or misapplication of provisions of the Master Agreement.

The Association, believing that there has been a violation or misapplication of the provisions of the Master Agreement may file a grievance. In the event the grievance involves the rights of a teacher or group of teachers, the Association may file a grievance provided the grievance is either signed by or otherwise identifies the teacher(s) allegedly aggrieved.

2. Grievance - Master Agreement - Any teacher or group of teachers believing that there has been a violation or misapplication of any provision of this Agreement may process the complaint of the alleged violation by continuing the grievance through steps 1, 2, 3 and 4. (Step 4 requires Association approval.)

B. GRIEVANCE STEPS

Step 1. (Discussion)

A teacher with a grievance shall discuss it with the immediate supervisor, Principal, Assistant Superintendent, individually or with the Association representative, within ten (10) work days of the alleged violation.

Step 2. (Written to Immediate Supervisor)

- a. A teacher having a complaint of an alleged violation shall file form Grievance Complaint Step 2 with the Principal or immediate supervisor within 5 work days of the conference provided for in Step 1.
- b. The administrator with whom the Grievance Complaint Step 2 has been filed shall respond within 5 work days on form Grievance Reply Step 2.
- c. The written grievance as contemplated by this paragraph shall:
 - (1) Be specific and contain a statement of the facts upon which the grievance is based. This statement shall be repeated in all succeeding steps.
 - (2) Specify all articles and sections of this Agreement alleged to have been violated or misapplied. These references shall be repeated in all succeeding steps.
 - (3) State the relief requested. This statement shall be repeated in all succeeding steps.
 - (4) Be signed by the employee or employees involved, or in the case of an Association grievance, signed by the Association.

Step 3. (Written to Superintendent of Schools or Representative)

In the event the aggrieved person is not satisfied, he shall have 10 work days from the receipt of form Grievance Reply Step 2 to transmit form Grievance Complaint Step 3 to the Superintendent of Schools or representative who shall have 10 work days from receipt to approve or disapprove it on form Grievance Reply Step 3.

Step 4. (Arbitration)

- a. If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Step 3, the Association shall have the right to appeal the dispute to an impartial arbitrator who may be selected in accordance with the rules of the American Arbitration Association.
- b. Such appeal shall be taken within 20 work days from the date of receipt of written notice to the grievant of the Superintendent or his/her representatives final determination provided in Step 3.

C. REGULATIONS FOR GRIEVANCE STEPS

1. Any grievance not advanced to the next step by the aggrieved within the time limit in that step shall be deemed abandoned and not grievable.

Time limits imposed in Steps 2, 3, and 4 may be extended only by mutual written consent of the Board and aggrieved.

2. The aggrieved has the right to a hearing individually or with the Local Association representative present in Steps 2 and 3.

A request for hearing shall be made to the administrator or Board with whom the grievance has been filed within 3 work days of the date of the grievance receipt.

3. All complaints and replies shall be in written form.
4. Copies of the grievance shall be delivered to the Superintendent of Schools or representative and Grievance Chairperson.
5. Any grievance not receiving formal reply from the Board's agent within the time limits specified shall automatically be moved to the next step of the grievance procedure. If no reply has been received by the aggrieved at each of the steps necessary to process the grievance, then at the lapse of the final time limit for the maximum step for that grievance, it shall be deemed approved in favor of the grievant.

D. UNJUST DISCHARGE

1. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all compensation lost.
2. If he shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him.

E. DISPOSITION OF GRIEVANCES

All parties to this Agreement shall make earnest attempts to dispose of grievances at each level, as set forth in the grievance procedure, and the grievance procedure as set forth herein shall be the exclusive procedure to be followed in case of a grievance; provided, however, that where the State law in regard to tenure is in conflict with the Agreement, the State law shall govern.

F. EXCLUSIONS

The arbitration procedure shall not apply to the following:

1. The non-renewal of a probationary teacher due to two unsatisfactory evaluations during the first two years of probation, provided the evaluation procedures and timelines have been followed (applies to teachers hired after 1/1/99);
2. The non-renewal of a probationary teacher due to unprofessional conduct (as defined in Section 1230b of the School Code) during the first two years of probation (applies to teachers hired after 1/1/99).

G. POWERS OF THE ARBITRATOR

It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

1. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. He shall have no power to rule on any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher's Tenure Act [Act IV Public Acts (extra session), of 1937 of Michigan, as amended.]

H. BINDING ARBITRATION

1. There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above.
2. It shall be final and binding on the Association, its local members, the employee or the employees involved, the Board and its agents.

I. ARBITRATION EXPENSES

1. If the grievance is denied by the arbitrator, all fees and expenses of the arbitrator shall be borne by the Association.
2. If the grievance is upheld by the arbitrator, all fees and expenses of the arbitrator shall be borne by the Board.
3. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other

J. BOARD POLICIES AND REGULATIONS

Teacher and/or Association concerns about alleged violations of Board Policies and Regulations will be discussed with the Assistant Superintendent of Human Resources.

ARTICLE 14

REDUCTION IN STAFF

A. CERTIFICATION OF PERSONNEL

Certification of teachers is determined by the Michigan Department of Education.

B. SENIORITY OF PERSONNEL

There shall be two separate seniority lists: one for the Pre-K-12 division and one for the Adult/Alternative Education division. Teachers who have taught in one division and later teach in the other shall appear on both lists, but they shall retain only the seniority they have earned in each individual division. The District will provide a list of the programs in Pre-K-12 and Adult/Alternative Education divisions.

By February 1 of each year, the Board shall furnish to the Association and to all building representatives a copy of the two seniority lists stating the seniority, certification, majors and minors of all teachers. Teachers shall have thirty (30) calendar days to correct any errors, provide evidence of additional certification(s), or raise objections to such lists, which shall be done in writing. Failure to timely object, correct errors or provide additional certification will constitute a forfeiture of the right to object to Board decisions based on such lists.

K-12

1. New employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act.
2. The term seniority as hereinafter used shall be length of continuous service with the Kentwood Board of Education and in the KEA bargaining unit within the K-12 division.
3. Teachers granted an unpaid leave of absence of more than one-half of a full teacher work year in accordance with the provisions of the Master Agreement shall retain but not accumulate seniority during such periods.
4. Members of the KEA bargaining unit who accept a position in administration in the Kentwood Public Schools will forfeit all accumulated seniority unless they return to a position in the bargaining unit within a period of two years after leaving the unit. If the former member wishes to return to a bargaining unit position within the two-year period, he/she may return to any opening (vacancy) for which he/she is certified. The return of a former member who acquired tenure in the Kentwood Public Schools may not cause any tenured bargaining unit member to be bumped or laid off. The return of a former member who did not acquire tenure may not cause the bump or lay-off of any bargaining unit member. Upon the return of the former member under the above circumstances, he/she will retain only the number of years of seniority he/she had accumulated while a member of the bargaining unit.

5. Credit given for outside teaching experience shall not be considered for the purpose of accumulating seniority. However, Adult/Alternative Education teachers, who were employed by Southkent Consortium immediately prior to their employment by Kentwood for the 1994-95 school year, have been granted program seniority in Kentwood's Adult/Alternative Education division equal to the teacher's years of continuous service with Southkent.

Adult/Alternative Education program seniority shall be used only within the Adult/Alternative Education programs for purposes of assignment, transfer, layoff and recall.

6. Any teacher shall have seniority on the following basis:
 - a. Starting date
 - b. Board confirmation date
 - c. Date on which written contract was signed based on last date of hire.
 - d. Drawing by lot to break remaining seniority ties.
7. Seniority shall be considered continuous when a teacher is transferred, or granted a change-of-status request to teach a different grade level within the teacher's certification.

Adult/Alternative Education

1. New employees hired into the Adult/Alternative Education program are probationary employees as described by the Tenure Act.
2. Seniority shall be defined as length of service with the Kentwood Board of Education in the KEA bargaining unit within the Adult/Alternative Education division. Teachers must work a semester or more each year to accumulate seniority. Accumulation of seniority shall begin with the teachers first working day of continuous employment with Kentwood Public Schools.
3. Otherwise, the provisions of paragraphs 3-7 above shall apply in the Adult/Alternative Education division.

C. QUALIFICATION OF PERSONNEL

North Central Association requirements shall apply to grades 7 - 12.

D. NECESSARY REDUCTION OF PERSONNEL

1. The Board and the Local Association realize that education, to a large degree, depends upon the financial resources available to the Board, and in accordance with this realization, understand that in some instances it may be economically necessary to reduce the educational program and subsequently the staff when funds are not available.
2. It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the educational program and the staff when economic necessity dictates.
3. Notice of layoff in the K-12 program shall be made no later than 30 days before the end of the first semester and no later than May 31, for the following school year. When the Board determines that layoffs are necessary, an up-to-date seniority list shall be made available in all buildings prior to the layoff notices so that members can verify and/or update valid certification(s).

Any teacher who collects unemployment compensation during the summer months (MESC's "summer denial period") and who is recalled as a teacher by August 1, shall reimburse the District the amount of benefits through payroll deduction or direct payment to the District.

In Adult/Alternative Education, notice of layoff shall be given as soon as possible but not less than 30 days in advance. In the case of an agency or client reduction in staff (DSS, Pine Rest, Business and Industrial Programs), it may be necessary to reduce the number of days below 30, but a minimum of 14 days notice shall be given. When scheduled classes are canceled, subsequent to the tentative assignment date, no advance notice of layoff is required.

4. In order to promote an orderly reduction in personnel when the educational program is curtailed, the following procedure shall be used:
 - a. Probationary employees within each division shall be laid off first where any tenured teacher whose position has been curtailed is certified and qualified to perform the services of the probationary teacher.
 - b. In the event seniority teachers must be laid off, layoff shall be determined by the following order within each division (K-12 and Adult/Alternative Education):
 - 1) Certification
 - 2) Seniority within classification
 - 3) Qualifications
5. In order to assure that teachers with the least seniority are the ones subject to layoff, it may be necessary to reassign seniority teachers within a division from their current assignments to others areas/grade levels for which they are certified. When making reassignments, seniority of those affected shall be considered.

6. Procedure for review and appeal:
 - a. The proposed layoff list shall be delivered to the Local Association president prior to notification of affected employees.
 - b. Upon request of the Local Association president, the Superintendent of Schools shall arrange for a review of the effects of such layoff. The request for such review shall be made in writing within 5 working days of the date of the proposed list.
 - c. If the Local Association is not satisfied with the review, it may make a written request for a hearing with the Board of Education within 5 working days after the date of the above review.
7. A teacher who is laid off pursuant to this article has the right to be placed in a position in his/her division(s) for which the teacher is certified and qualified which is occupied by the teacher with the least seniority.

E. RECALL OF PERSONNEL

1. Seniority teachers shall be recalled in inverse order of layoff for new positions for which they are certified and qualified to the division(s) from which she/he was laid off (i.e. K-12 or Adult/Alternative Education).
2. The recall list shall be maintained by the Board for three full school years or a period equivalent to the individual teacher's accumulated seniority, whichever is greater.
3. Failure of a teacher to accept a teaching position of at least equivalent time when laid off shall remove the teacher from the recall list.
4. If he shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him.

ARTICLE 15

NEGOTIATION PROCEDURES

A. NEGOTIATORS

1. In any negotiations described in this Agreement, neither party shall have any control over the selection of the negotiators of the other party and each party may select its representatives within or outside the school district.
2. The parties mutually pledge that the negotiators selected by each shall be clothed with all necessary power and authority to make concessions in the course of negotiations, subject only to ultimate ratification.
3. A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any necessary grievance or negotiation shall be released from regular duties without loss of salary. Such teachers are not to be excused from their duties until a substitute can be secured.

B. EDUCATIONAL PILOT PROGRAMS

The Association recognizes the Board's ability to establish educational pilot programs. Prior to implementation, the Board will notify the Association of the duration of any pilot program. Upon completion of a pilot, the Association may demand to bargain the impact.

ARTICLE 16

NONSTRIKE CLAUSE

The Local Association and its individual members agree not to strike (i.e. the concerted failure to report for duty, or willful absence of a teacher from his/her position, or stoppage of work or abstinence, in whole or in part, from the full, faithful and proper performance of the teacher's duties of employment) for any purpose whatsoever as long as this Agreement is in effect.

ARTICLE 17

SAVINGS CLAUSE

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions and application shall not be deemed valid and subsisting except to the extent permitted by law but all other provisions or application shall continue in full force and effect.

ARTICLE 18

DURATION OF AGREEMENT

A. DURATION

This Agreement shall commence August 30, 2008, and shall remain in full force and effect until August 31, 2010.

B. PROCEDURES FOR AGREEMENT CHANGES

1. Either of the parties hereto desiring to change or terminate this Agreement shall notify the other party in writing during the terminal year of this Agreement.
2. Negotiations shall be started no later than March 1 of the terminal year, unless a different date is mutually agreed upon by the parties hereto.

ASSOCIATION

BOARD OF EDUCATION

KCEA President

President

KEA President

Secretary

Chief Negotiator

Chief Negotiator

Date

Date

2011-2012

**SCHEDULE A - K-12
2011-2012**

Yrs Exper	BA	BA+	MA	MA+
1	\$36,480	\$37,211	\$40,129	\$42,319
2	\$37,576	\$38,305	\$41,222	\$43,413
3	\$39,035	\$39,765	\$43,049	\$44,872
4	\$41,222	\$41,953	\$45,236	\$47,425
5	\$43,777	\$44,142	\$47,791	\$49,979
6	\$45,965	\$46,331	\$50,344	\$52,532
7	\$48,155	\$48,519	\$52,898	\$55,086
8	\$50,344	\$51,074	\$55,086	\$57,640
9	\$52,532	\$53,261	\$57,640	\$59,829
10	\$54,721	\$55,451	\$60,193	\$62,383
11	\$56,910	\$57,640	\$62,746	\$64,937
12	\$58,369	\$59,099	\$64,570	\$67,125
13	\$58,369	\$59,463	\$65,300	\$67,853
14	\$58,369	\$59,829	\$66,030	\$68,584
15	\$58,369	\$60,193	\$66,760	\$69,313
16	\$58,369	\$60,558	\$67,125	\$70,043
17	\$58,369	\$60,923	\$67,489	\$70,772
18	\$58,369	\$61,288	\$67,853	\$71,502
19	\$58,369	\$61,652	\$68,584	\$72,231
20	\$58,369	\$62,017	\$68,948	\$72,962
21	\$58,369	\$62,383	\$69,313	\$73,691
22	\$58,369	\$62,746	\$69,679	\$74,422
23	\$58,369	\$63,112	\$70,043	\$75,151
24	\$58,369	\$63,477	\$70,408	\$75,880
25	\$58,369	\$63,843	\$70,772	\$76,610
26	\$58,369	\$64,206	\$71,837	\$78,039

Notes:

1. BA Plus means 18 credits beyond BA.
2. MA means Masters Degree.
3. MA Plus means 30 hours of graduate credit after the issuance of the MA degree.
4. Includes a one-time off schedule payment of \$200 to be paid in February 2012.

2011-2012

Schedule A1 - Adult/Alternative Education

Hourly Rate

2011-2012

Yrs. Exper.	BA	BA+	MA	MA+
1	\$ 28.17	\$ 28.73	\$ 30.99	\$ 32.68
2	\$ 29.01	\$ 29.58	\$ 31.83	\$ 33.53
3	\$ 30.14	\$ 30.71	\$ 33.24	\$ 34.65
4	\$ 31.83	\$ 32.40	\$ 34.93	\$ 36.62
5	\$ 33.80	\$ 34.09	\$ 36.91	\$ 38.59
6	\$ 35.50	\$ 35.77	\$ 38.88	\$ 40.57
7	\$ 37.18	\$ 37.47	\$ 40.84	\$ 42.54
8	\$ 38.88	\$ 39.43	\$ 42.54	\$ 44.51
9	\$ 40.57	\$ 41.13	\$ 44.51	\$ 46.20
10	\$ 42.25	\$ 42.82	\$ 46.49	\$ 48.17
11	\$ 43.95	\$ 44.51	\$ 48.45	\$ 50.14
12	\$ 45.08	\$ 45.63	\$ 49.87	\$ 51.83
13	\$ 45.08	\$ 45.92	\$ 50.42	\$ 52.39
14	\$ 45.08	\$ 46.20	\$ 50.99	\$ 52.96
15	\$ 45.08	\$ 46.48	\$ 51.55	\$ 53.53
16	\$ 45.08	\$ 46.77	\$ 51.83	\$ 54.09
17	\$ 45.08	\$ 47.04	\$ 52.12	\$ 54.66
18	\$ 45.08	\$ 47.33	\$ 52.39	\$ 55.21
19	\$ 45.08	\$ 47.60	\$ 52.96	\$ 55.78
20	\$ 45.08	\$ 47.89	\$ 53.24	\$ 56.34
21	\$ 45.08	\$ 48.17	\$ 53.53	\$ 56.91
22	\$ 45.08	\$ 48.45	\$ 53.80	\$ 57.47
23	\$ 45.08	\$ 48.74	\$ 54.09	\$ 58.03
24	\$ 45.08	\$ 49.01	\$ 54.37	\$ 58.59
25	\$ 45.08	\$ 49.30	\$ 54.66	\$ 59.16
26	\$ 45.08	\$ 49.58	\$ 55.48	\$ 60.27

Notes:

1. BA Plus means 18 credits beyond BA
2. MA means Masters Degree.
3. MA Plus means 30 hours of graduate credit after the issuance of the MA degree.
4. Includes a one-time off schedule payment of \$200 to be paid in February 2012.

ADDENDUM TO KENTWOOD EDUCATION ASSOCIATION
KCEA/MEA/NEA MASTER AGREEMENT
SCHEDULE B 2011-12
PAY FOR SERVICES BEYOND THE SCHEDULED WORK DAY

ELEMENTARY SCHOOL

<u>Misc</u>	Step 1	Step 2	Step 3	Step 4	Step 5
Clubs	256	274	293	309	328
Editor Building Newsletter	256	274	293	309	328
Gifted/Talented Coordinator	620	656	693	730	766
Intramural Sports (per Hour)	0	0	0	0	27.35
Odyssey of the Mind	325	342	360	379	397
Red Cross Director	236	256	274	293	309
Safety Director	803	837	874	911	948
Science Coordinator	620	656	693	730	766
Student Council	730	766	803	837	874

MIDDLE SCHOOL

Athletics

Basketball	2664	2754	2846	2936	3028
Cheerleading	1407	1495	1587	1677	1769
Cross Country	2008	2100	2191	2280	2372
Diving	2664	2744	2846	2936	3028
Softball	1641	1692	1823	1915	2008
Swimming	2664	2754	2846	2936	3028
Tennis	2298	2390	2481	2572	2706
Track	2298	2390	2481	2572	2706
Volleyball	2664	2754	2846	2936	3028
Wrestling	2664	2754	2846	2936	3028

Fine Arts

Band	1458	1550	1640	1732	1823
Choral	1184	1277	1368	1458	1550
Musical Director	1458	1531	1604	1677	1751
Musical Assistant-Costumes	256	328	401	474	547
Musical Assistant-Choreographer	73	110	146	182	219
Musical Assistant-Accompanist	73	110	146	182	219
Musical Assistant-Sets	73	110	146	182	219
Musical Assistant-Drama	146	219	293	363	438
Orchestra	1204	1277	1349	1423	1493

2011-2012**Other**

	Step 1	Step 2	Step 3	Step 4	Step 5
8th Grade Banquet	293	328	363	401	438
Area Coordinator	293	328	363	401	438
Computer Coordinator	547	584	620	656	693
Editor of Building Newsletter	293	328	363	401	438
Gifted/Talented Coordinator	620	656	693	730	766
Intramurals (per Hour)					27.35
Odyssey of the Mind	510	547	584	620	656
Other Club	401	438	474	510	547
Science Coordinator	620	656	693	730	766
Special Olympics	293	328	363	401	438
Student Council	803	837	874	911	948
Student Paper	620	656	693	730	766
Student Yearbook	803	837	874	911	948

HIGH SCHOOL***Athletics***

Athletic Trainer	7657	7840	8021	8203	8386
Ass't Athletic Director	5651	5833	6016	6199	6381
Baseball-Varsity	4558	4741	4923	5104	5286
-J.V.	3282	3464	3646	3828	4011
-Freshman	2917	3099	3282	3464	3646
Basketball-Varsity	6381	6563	6744	6926	7292
-J.V.	3828	4011	4193	4558	4741
-Freshman	3646	3828	4011	4193	4374
Competitive Cheer - Varsity	3744	3923	4103	4283	4462
Cheerleading-Varsity	2734	2917	3099	3282	3464
-J.V.	2553	2643	2734	2825	2917
-Freshman	1732	2006	2189	2370	2553
Cross Country	3282	3464	3828	4193	4374
Diving-Varsity	4741	4923	5104	5286	5470
Dance-Varsity	1823	2006	2189	2370	2553
-J.V.	1458	1640	1823	2006	2189

2011-2012	Step 1	Step 2	Step 3	Step 4	Step 5
Football-Varsity Head	6381	6563	6744	6926	7292
- "A" Assistant (5)	4374	4558	4741	4923	5104
- "B" Assistant (4)	3646	3828	4011	4193	4374
- 78'ers (4)	1640	1823	2006	2189	2370
Golf-Varsity	3464	3646	3828	4011	4193
- J.V.	1277	1640	2006	2370	2734
Gymnastics-Varsity	4741	4923	5104	5286	5470
- Assistant	2553	2734	2917	3099	3231
Ice Hockey-Head	4741	4923	5104	5286	5470
- Assistant	2917	3099	3282	3464	3646
Soccer-Varsity	4193	4374	4558	4741	4923
- J.V.	2189	2371	2553	2734	2917
Softball-Varsity	4558	4741	4923	5104	5286
- J.V.	3281	3464	3646	3828	4011
- Freshman	2917	3099	3282	3464	3646
Swimming-Varsity	4741	4923	5104	5286	5470
- Assistant	4667	4813	4958	5104	5251
Tennis-Varsity	3646	3828	4011	4193	4374
- J.V.	2370	2553	2734	2917	3099
Track-Varsity-Head	4923	5104	5286	5470	5651
- Assistant	3282	3464	3646	3828	4011
Volleyball-Varsity	4741	4923	5104	5286	5470
- J.V.	3099	3282	3464	3646	3828
- Freshman	2917	3099	3282	3464	3646
Water Polo	3282	3464	3646	3828	4011
Wrestling-Varsity	4923	5104	5286	5470	5651
- J.V.	3464	3646	3828	4011	4193
- Freshman	2917	3099	3282	3464	3646

2011-2012**Instrumental Music**

	Step 1	Step 2	Step 3	Step 4	Step 5
9th Grade Band	620	693	766	837	911
Advanced String Ensemble	638	709	784	857	911
Advanced Woodwind Ensemble	638	709	784	857	911
Concert Band	1166	1240	1312	1386	1458
Concert Orchestra	620	693	766	837	911
Jazz Band	638	709	784	857	911
Marching Band Assistant (2) (including camp)	1166	1240	1312	1386	1458
Marching Band Color Guard (1) (including camp)	1550	1640	1732	1823	1914
Marching Band Director (including camp)	1450	2553	2643	2734	2825
Pep Band (per appearance)	43	48	51	54	57
Symphonic Band	1312	1386	1458	1531	1604
Symphony Orchestra	1312	1386	1458	1531	1604

Vocal Music

9th Grade Choir Director	256	328	400	473	546
Concert Choir Director	219	291	362	434	508
Honors Choir Director	730	803	874	947	1020
Madrigal Singer Director	1204	1277	1349	1422	1492
Mans Chorus Director	288	296	303	309	318
Varsity Voices Director	1550	1640	1732	1823	1914
Women Chorus Director	620	693	766	837	911

Drama

Ass't Accompanist	584	656	730	803	874
Ass't Choreographer	730	803	874	948	1021
Ass't Costumes	318	325	332	338	346
Ass't Makeup	149	156	165	172	178
Ass't Orchestra	1094	1166	1240	1312	1386
Ass't Production	1021	1094	1166	1240	1312
Ass't Sets	1021	1094	1166	1240	1312
Ass't Vocal	1094	1166	1240	1312	1386
Drama Club	219	293	363	438	510
HS Fall Play	1423	1493	1567	1640	1714
HS Musical Director	1823	1914	2006	2096	2189
HS One Act Play	438	510	584	656	730

2011-2012

Other

	Step 1	Step 2	Step 3	Step 4	Step 5
Area Coordinator	1166	1203	1239	1276	1310
Bookstore	3063	3099	3136	3170	3207
Class Sponsor-Senior	1493	1530	1566	1603	1639
Class Sponsor-Junior	1204	1240	1277	1312	1349
Class Sponsor-Sophomore	584	620	656	693	729
Class Sponsor-Freshman	584	620	656	693	729
Computer Services Coordinator	1166	1203	1239	1276	1310
Debate	2589	2624	2661	2696	2733
Debate Assistant	1312	1349	1385	1422	1457
Department Head	1094	1130	1166	1203	1239
(plus \$125 per teacher)					
Forensics	2041	2078	2114	2151	2187
Gifted/Talented Coordinator	620	656	693	729	765
Insights Newsletter	110	128	146	166	182
(\$100 per issue)					
National Honor Society	1204	1239	1277	1312	1349
Other Clubs	401	438	474	510	547
Radio Station Director	401	438	474	510	547
Shakespeare Club	510	547	582	618	655
Student Council	2006	2041	2078	2114	2151
Student Paper	1277	1312	1349	1385	1422
Weight Training Supervisor					27.35
(per Hour)					
Yearbook	1531	1567	1604	1640	1677

District Wide

Curriculum Council	584	620	656	693	730
Driver Education-Director	1094	1130	1166	1204	1240
Driver Education - per Hour	21.89	23.70	25.53	27.34	29.17
Fine Arts Festival Coordinator	293	328	363	401	438
K-12 Gifted/Talented Coord.	1751	1823	1896	1969	2041
Teacher Hourly Rate					27.35
Mileage					

see Administration Regulation
 Curriculum Workshops
 Summer School(plus Preparation)

PAY OPTIONS:

26/21 pays
 Lump sum (June)
 At completion of duties

Committee Chair = \$550
 Building Repr – Teacher Hourly Rate
 Curriculum Council – Teacher Hourly Rate
 Multicultural Repr - \$400.00

181 work days for regular staff
183 work days for new staff

Kentwood Public Schools
2011 - 2012 Calendar
177 instruction days

July							2 work days – 0 instruction days August							20 work days/19 instruction days September							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
					1	2		1	2	3	4	5	6						1	2	3
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10	
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17	
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24	
24	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29	30		
31																					
21 work days/21 instruction days October							20 work days/20 instruction days November							12 work days/12 instruction days December							
						1			1	2	3	4	5						1	2	3
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10	
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17	
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24	
23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31	
30	31																				
21 work days/20 instruction days January							20 work days/20 instruction days February							21 work days/ 21 instruction days March							
1	2	3	4	5	6	7				1	2	3	4						1	2	3
8	9	10	11	12	13	14	5	6	7	8	9	10	11	4	5	6	7	8	9	10	
15	16	17	18	19	20	21	12	13	14	15	16	17	18	11	12	13	14	15	16	17	
22	23	24	25	26	27	28	19	20	21	22	23	24	25	18	19	20	21	22	23	24	
29	30	31					26	27	28	29				25	26	27	28	29	30	31	
16 work days/16 instruction days April							22 work days/22 instruction days May							6 work days/6 instruction days June							
1	2	3	4	5	6	7			1	2	3	4	5							1	2
8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9	
15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16	
22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23	
29	30						27	28	29	30	31			24	25	26	27	28	29	30	

■	New Staff Report
■	First Day of School
■	Holiday/Vacation Break
■	In-service Day (subject to change)
■	Half day for students and staff
■	Half Day- 1/2 PD Day K-8 (subject to change)
■	Last Day (1/2 day Students/ full day Teachers)

CAL2011-12

INDIVIDUALIZED DEVELOPMENT PLAN
Kentwood Public Schools
Classroom Teacher
5 Domains
Appendix A

Performance Standards

Instruction

This domain encompasses both organizing for instruction and delivery of instruction. The major standards include planning and implementing a variety of activities consistent with instructional objectives and selecting instructional methods compatible with student abilities and learning styles.

- I-1: The teacher demonstrates current and accurate knowledge of subject matter covered in the curriculum.
- I-2: The teacher plans instruction to achieve desired student learning objectives that reflect the current district curriculum.
- I-3: The teacher recognizes individual learning differences and differentiates instruction to meet student needs.
- I-4: The teacher uses appropriate materials, technology, and resources compatible with students' needs and abilities that support the current district curriculum.
- I-5: The teacher links present content/skills with past and future learning experiences, other subject areas, and real world experiences/applications.
- I-6: The teacher uses a variety of instructional strategies that promote student learning.

Assessment

This domain contains the standards for conducting student evaluation and providing feedback that encourages student progress and measures student achievement.

- A-1: The teacher provides a variety of ongoing and culminating assessments to measure student performance.
- A-2: The teacher provides ongoing and timely feedback to encourage student progress.
- A-3: The teacher uses assessment results to make both daily and long-range instructional decisions.
- A-4: Teacher assessed students and adequate growth was evident.

Learning Environment

This domain identifies the teacher's standards for planning and demonstrating effective routines and procedures that promote a positive, organized, and productive learning environment.

- L-1: The teacher communicates and maintains clear expectations about behavior, classroom procedures, and academic achievement.
- L-2: The teacher maximizes the use of instructional time and resources to increase student learning.
- L-3: The teacher demonstrates and models respect toward students and others.
- L-4: The teacher organizes the classroom to promote a positive academic and physical learning environment.

Communication

This domain includes the teacher's standards for effective communication within the classroom and between the classroom and others, as well as the standard for encouraging parent and community involvement.

- C-1: The teacher communicates effectively with students and models standard English.
- C-2: The teacher works collaboratively with families and uses appropriate resources to support the success of a diverse student population.
- C-3: The teacher initiates and maintains timely communication with colleagues and administrators concerning student progress or problems.

Professionalism

This domain defines the standards for demonstrating a commitment to professional ethics, personal growth, while complying with district policies and procedures.

- P-1: The teacher demonstrates ethical and professional behavior.
- P-2: The teacher participates in an ongoing process of professional development.
- P-3: The teacher contributes to the overall school climate by supporting school goals.

KENTWOOD PUBLIC SCHOOLS
5820 Eastern Avenue SE
Kentwood, Michigan 49508

Appendix B

FINAL DISTRIBUTION:

Principal
Teacher
Human Resource

CLASSROOM OBSERVATION – TEACHING STAFF

Name: _____ BUILDING: _____

ASSIGNMENT: _____

DATE OF OBSERVATION: _____ CLASS/PERIOD: _____

DATE OF CONFERENCE: _____ PERSONS PRESENT: _____

Specific Observation:

Recommendations/Comments:

Copy of this report received by:

This report prepared by:

My signature does not indicate either
approval or disapproval of its contents

If requested, teacher's statements are to
be included.

Date: _____

Date: _____

FORMAL - SUMMATIVE EVALUATION FORM

Classroom Teacher 5 Domains

Appendix C

Teacher: _____ Date of Hire: _____

Building: _____ Status: Tenure: _____ Probationary: _____ Year ____ of _____

Pre-Conference Date: _____ Observation Date(s): _____; _____

Evaluation Date: _____

Overall Performance (check one only)

____ Exceeds Expectation ____ Meets Expectations ____ Needs Improvement ____ Unsatisfactory

Recommendation

____ Continued Employment ____ Plan of Improvement ____ Non-renewal of contract*

Signatures

Evaluator/Date

Teacher/Date

Employee signature acknowledges receipt of form, not necessarily concurrence.

Written comments may be attached. If comments are attached, initial, and date here.

*Attach explanation, if necessary.

<i>Instruction</i>	<i>Standard Rating</i>			
<i>Comments</i>	<i>Exceeds Expectations</i>	<i>Meets Expectations</i>	<i>Needs Improvement</i>	<i>Unsatisfactory</i>
I-1: The teacher demonstrates current and accurate knowledge of subject matter covered in the curriculum.				
I-2: The teacher plans instruction to achieve desired student learning objectives that reflect the current district curriculum.				
I-3: The teacher recognizes individual learning differences and differentiates instruction to meet student needs.				
I-4: The teacher uses appropriate materials, technology, and resources compatible with students' needs and abilities that support the current district curriculum.				
I-5: The teacher links present content/skills with past and future learning experiences, other subject areas, and real world experiences/applications.				
I-6: The teacher uses a variety of instructional strategies that promote student learning.				

<i>Assessment</i>	<i>Standard Rating</i>			
<i>Comments</i>	<i>Exceeds Expectations</i>	<i>Meets Expectations</i>	<i>Needs Improvement</i>	<i>Unsatisfactory</i>
A-1: The teacher provides a variety of ongoing and culminating assessments to measure student performance.				
A-2: The teacher provides ongoing and timely feedback to encourage student progress.				
A-3: The teacher uses assessment results to make both daily and long-range instructional decisions.				
A-4: The teacher assessed and achieved adequate student growth.				

<i>Learning Environment</i>	<i>Standard Rating</i>			
<i>Comments</i>	<i>Exceeds Expectations</i>	<i>Meets Expectations</i>	<i>Needs Improvement</i>	<i>Unsatisfactory</i>
L-1: The teacher communicates and maintains clear expectations about behavior, classroom procedures, and academic achievement.				

L-2: The teacher maximizes the use of instructional time and resources to increase student learning.				
L-3: The teacher demonstrates and models respect toward students and others.				
L-4: The teacher organizes the classroom to ensure a safe academic and physical learning environment.				

<i>Communication</i>	<i>Standard Rating</i>			
Comments	<i>Exceeds Expectations</i>	<i>Meets Expectations</i>	<i>Needs Improvement</i>	<i>Unsatisfactory</i>
C-1: The teacher communicates effectively with students and models standard English.				
C-2: The teacher works collaboratively with families and use appropriate resources to support the success of a diverse student population.				
C-3: The teacher maintains timely communication with colleagues and administrators concerning student progress or problems.				

<i>Professionalism</i>	<i>Standard Rating</i>			
Comments	<i>Exceeds Expectations</i>	<i>Meets Expectations</i>	<i>Needs Improvement</i>	<i>Unsatisfactory</i>
P-1: The teacher demonstrates ethical and professional behavior.				
P-2: The teacher participates in an ongoing process of professional development.				
P-3: The teacher contributes to the overall school climate by supporting school goals.				

ANNUAL - SUMMATIVE EVALUATION FORM
Kentwood Public Schools
Classroom Teacher 5 Domains
Appendix D

Teacher: _____ Date of Hire: _____

Building: _____

Pre-Conference Date: _____

Evaluation Date: _____

Overall Performance (check one only)

Exceeds Expectation Meets Expectations Needs Improvement Unsatisfactory

Recommendation

Continued Employment Plan of Improvement

Signatures

Evaluator/Date

Teacher/Date

Employee signature acknowledges receipt of form, not necessarily concurrence.

Written comments may be attached. If comments are attached, initial, and date here.

KENTWOOD PUBLIC SCHOOLS
PLAN OF IMPROVEMENT
Appendix E

Final Distribution:
Personnel File
Administration
Teacher

The following plan of improvement is based upon the evaluator's judgment that the teacher has an unsatisfactory rating in a section(s) of the evaluation. The following plan is developed by the administrator and the teacher to aid the teacher in improving his/her teaching performance to meet the expectations of the Individualized Development Plan (Appendix A).

Teacher: _____ Status: Tenure _____

Building: _____ Probationary: 1st Year _____

2nd Year _____

Position: _____ 3rd Year _____

4th Year _____

Evaluator: _____

The Plan of Improvement shall:

1. Identify the specific area(s) that need improvement.
2. State the measurable and observable procedure(s) to improve.
3. Adopt a workable timeline for improvement which includes follow-up dates for evaluation.
4. State the positive program of assistance to be given the teacher to implement the recommendations. List all strategies and resources to be employed.

Teacher

Evaluator

Date

WRITTEN REPRIMAND

Appendix F

It is suggested that the following information be part of any written reprimand.

1. Name of individual being reprimanded.
2. Date of incident.
3. Time of incident.
4. Location of incident.
5. Incident.
6. Corrective action to be taken.
7. Statement for signature – which does not mean agreement or disagreement with the reprimand.

**FULL-TIME TEACHERS
INSURANCE OPTIONS OVERVIEW
FOR 2011/2012 SCHOOL YEAR**

	Option I MESSA PAK A	Option II MESSA PAK B	Option III INSURANCE WAIVER
Employee Cost	<p>Full-time employees' contribution will be 10% of the total Health Care cost.</p> <p>**Employee contribution will be in pre tax dollars unless otherwise requested.</p> <p>**These rates are pending contract negotiations and subject to change.</p>	<p>Full-time employees' contribution will be 10% of the total Health Care cost.</p> <p>**Employee contribution will be in pre tax dollars unless otherwise requested.</p> <p>**These rates are pending contract negotiations and subject to change.</p>	N/A
Cash In-Lieu Payment	N/A	<p>With the election of Pak B and waiving medical and prescription coverage.</p> <p>Full-time employees receive \$130.00 monthly cash compensation.</p>	<p>Cash in lieu of payment for waiving all the above coverage options.</p> <p>Full-time employees receive \$500.00 monthly cash compensation.</p>
Medical	<p>MESSA Choices II (with XVA2 rider) - Group #66578</p> <ul style="list-style-type: none"> • Deductible - None • Office visit - \$5 co-payment • Health Maintenance exam - 100% • Well-Baby, child care, & childhood immunization - 100% of approved amount. 6 visits per year through age 1; 2 visits per year ages 2 & 3; 1 visit per year ages 4 through 15 • Inpatient Hospital - 100% • Surgical Services - 100% • Hospital ER - \$25 co-payment (waived if admitted or for accidental injury) • Urgent care center - \$10 co-payment (waived if emergency or accidental injury) • Diagnostic Lab & X-Ray - 100% <p>Above benefits relates to in-network provider charges. Please see benefit summary for out of network provider charges.</p>	There is no medical coverage with this option	There is no medical coverage with this option

Prescription	<p>MESSA Saver Rx Copayments range from \$2 to \$40 (and more than \$40 if a patient insists on purchasing a brand name when a generic is available and medically appropriate).</p>	There is no prescription coverage with this option	There is no prescription coverage with this option
Dental	<p>Delta Dental - Group#61780010 Plan year July 1st - June 30th</p> <p>\$1,000 maximum benefit for each insured person per year for basic and major services</p> <ul style="list-style-type: none"> • Basic dental services paid at 80% • Major dental services (prosthodontic) paid at 80% <p>\$1,500 maximum benefit for each insurance person per lifetime for orthodontics</p> <ul style="list-style-type: none"> • Orthodontic dental services paid at 80%. 	<p>Delta Dental - Group #6178-0011 Plan year July 1st - June 30th</p> <p>\$1,000 maximum benefit for each insured person per year for basic and major services</p> <ul style="list-style-type: none"> • Basic dental services paid at 100% • Major dental services (prosthodontic) paid at 90% <p>\$1,500 maximum benefit for each insurance person per lifetime for orthodontics</p> <ul style="list-style-type: none"> • Orthodontic dental services paid at 90%. 	There is no dental coverage with this option
Vision	<p>Vision Service Plan (VSP2) Plan year is July 1 - June 30.</p> <ul style="list-style-type: none"> • Vision exam - covered at 100% after a \$6.50 deductible • Deductible - \$18.00 for the combination of lenses and frames. • Frames - \$65.00 maximum benefit payable for each insured person • Lenses (Single, bifocal, trifocal or lenticular) - covered at 100% of VSP contracted amount after deductible. • Elective contact lenses - covered up to \$90 (including the exam) and additional 20% off balance. <p>One exam, one pair of frames and one prescription of lenses or contacts (not both) are covered for each per person per plan year.</p> <p>(The above benefits are paid if services are performed by a VSP participating provider. For details regarding coverage with non-participating provider, call 1-800-CALL VSP.)</p>	<p>Vision Service Plan (VSP3) Plan year is July 1 - June 30.</p> <ul style="list-style-type: none"> • Vision exam - covered at 100% • Lenses (Single, bifocal, trifocal or lenticular) - covered at 100% of VSP contracted amount. • Frames - covered up to \$65.00 retail. • Elective contact lenses - covered up to \$115 (including the exam) and additional 20% off balance. • Photocromics, sun or gradient tints, tinted/color-coated, polarized - covered at VSP's contracted amount. <p>One exam, one pair of frames and one prescription of lenses or contacts (not both) are covered for each per person per plan year.</p> <p>(The above benefits are paid if services are performed by a VSP participating provider. For details regarding coverage with non-participating provider, call 1-800-CALL VSP.)</p>	There is no vision coverage with this option
Life Insurance	\$30,000 life - \$30,000 AD&D (\$35,000 total including \$5,000 additional coverage with Choices II)	\$45,000 life - \$45,000 AD&D	There is no life insurance with this option
Long Term Disability	<p>66 2/3% of monthly salary to a maximum of \$5,000 per month.</p> <p>90 calendar day waiting period with modified fill</p> <ul style="list-style-type: none"> • Maternity included • Includes pre-existing conditions waiver • Freeze of offsets • Cost of living benefit • Alcoholism/drug & mental/nervous (same as any other illness) 	<p>66 2/3% of monthly salary to a maximum of \$5,000 per month.</p> <p>90 calendar day waiting period with modified fill</p> <ul style="list-style-type: none"> • Maternity included • Includes pre-existing conditions waiver • Freeze of offsets • Cost of living benefit • Alcoholism/drug & mental/nervous (same as any other illness) 	There is no disability coverage with this option

