

AGREEMENT
BETWEEN
THORNAPPLE KELLOGG BOARD OF EDUCATION
AND
THORNAPPLE KELLOGG EDUCATION ASSOCIATION

2018 – 2021

THORNAPPLE KELLOGG SCHOOLS
EDUCATION ASSOCIATION MASTER AGREEMENT
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This Agreement is entered into by and between the Board of Education of Thornapple-Kellogg School District, Middleville, Michigan, (the "Board)," and the Kent County Education Association (through its local affiliate the Thornapple Kellogg Education Association)/Michigan Education Association/National Education Association, (KCEA/TKEA/MEA/NEA), (the "Association").

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of the Thornapple-Kellogg School District is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS the Board has statutory obligations, pursuant to the Michigan Public Employment Relations Act, MCL 423.201 et seq., as amended, to bargain with the Association as the representative of its teaching personnel as to wages, hours, and other terms and conditions of employment, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize,

In consideration of the following mutual covenants, it is agreed as follows:

Article 1

Recognition

The Board recognizes the Association as the exclusive bargaining representative as defined in Section 11 of the Michigan Public Employment Act, as amended for all regular full-time and regular part-time professional personnel employed under annual contract. All tenure eligible teaching staff and non tenure eligible ancillary staff; including: certified classroom teachers, early childhood special education, teacher consultants, librarians, guidance counselors, school psychologists, school nurses, social workers, speech therapists, occupational therapists, art, music, physical education, reading teachers, teachers – employed on a contractual basis for substituting or performing other professional bargaining unit related functions and other certified special education personnel, under contract with the Board of Education in regular K-12 daytime education programs.

- (A) The term “teacher”, when used hereinafter in this agreement, shall refer to all Thornapple Kellogg employees represented by the Association in the bargaining unit as defined in 1-A, and reference to male teachers shall include female teachers.

Excluded from the unit are full and part-time supervisory, executive or administrative personnel, Director of Finance & Operations, athletic director, Special Education Director, substitute teachers, per diem appointments, aides and paraprofessionals, teachers in programs which are not part of the regular school year (including summer school), noon period supervisors and/or recreation personnel, office and clerical employees, custodial employees, and all other employees of the Board or any other employer.

Any position which is excluded from the unit and the employee in that position is part-time, that employee shall be considered as part of the bargaining unit for that portion of time the individual is performing bargaining unit work.

The term “teacher” as used in this Agreement, refers to all employees of the Thornapple Kellogg School District as represented by the Association. Distinctions between “tenure eligible” and “non-tenure eligible” will be noted where appropriate.

- (B) The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance discussed without intervention of the Association, if the settlement is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such settlement.
- (C) The rights granted to teachers through this Agreement shall be deemed to be in addition to those provided elsewhere.

- (D) School Psychologists, Social Workers, and School Nurses shall not be construed to be teachers under the Michigan Teachers' Tenure Act of Michigan.
- (E) 1. The probationary period will be as proscribed by the Tenure Act for tenure eligible teachers. Those not covered by the terms of the Tenure Act, will serve a probationary period of up to two (2) years, if they have satisfactorily completed a five (5) year probationary period in another Michigan public school district. Otherwise, the probationary period will be four (4) years.
2. Following satisfactory completion of the probationary period, non-tenure personnel will be provided full rights and benefits in accordance with this Agreement.
3. All probationary non-tenure eligible teachers covered by this Agreement will be notified of the nonrenewal of contract under the following procedure:
- a. Notification of unsatisfactory evaluation and contract nonrenewal by their immediate supervisor will be made in writing as stated in Article 15.
 - b. Appeal of the immediate supervisor's recommendation of nonrenewal may be made to the Superintendent within 14 calendar days if the employee feels that he/she has been dealt with unjustly. The Superintendent will render a written decision within 5 working days.
 - c. The Board is obligated to provide the employee an opportunity to meet with not less than a majority of the Board to hear reasons why the employee's contract should be renewed.
- Final action will be taken by the Board according to Administrative guidelines for tenure eligible teachers. All decisions of the Board will be final throughout the employee's probationary period and will not be subject to the grievance procedure.

Article 2

Recognition of Rights of the Board

- (A) The term "Board" when used in this Agreement shall refer to the Board of Education of the Thornapple Kellogg Schools, its officers, agents and administrators. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the laws of the State of Michigan and of the United States. Except as stated by this Agreement, all the rights, powers, and authority the Board had prior to this Agreement are retained by the Board.
- (B) It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are relinquished herein by the Board,

shall continue to vest exclusively in and be exercised by the Board. Such rights shall include, by way of illustration and not by way of limitation the right to:

1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Board.
2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, determine the size of the work force and to lay off employees.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating and/or selling its services, methods schedules and standards of operation, the means, methods and processes of carrying on the work, including automation and the institution of new and/or improved methods of changes therein.
5. Adopt rules and regulations.
6. Determine the qualifications of employees.
7. Determine the number and location or relocation of its facilities including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions, building or other facilities.
8. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations conducted by the Board.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights of employees as provided for in this Agreement.
11. Determine the policy affecting the selection of employees providing that such selection shall be based upon lawful criteria.
12. The Board shall determine all methods and means to carry on the operation of the schools.
13. To exercise management and administrative control of the school system, and its properties and facilities.

14. To establish courses of instruction and in-service training programs for employees.
 15. To establish hiring procedures and qualifications.
- (C) The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited by only the specific and express terms of this Agreement and then only to the extent such specified and express terms hereof are in conformance with the Constitution and the laws of the State of Michigan and the United States.

Article 3

Association and Teachers Rights

- (A) Pursuant to the Michigan Public Employment Relations Act (PERA), MCL 423.201 et seq., as amended, the Board agrees that every employee of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection.

The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by PERA, as amended, or other laws of Michigan or the Constitutions of Michigan and the United States.

The Board further agrees that it will not discriminate against any teacher as to wages, hours, and other terms and conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association, collective bargaining with the Board, the institution of any grievance, complaint or proceeding under this Agreement or otherwise as to any terms and conditions of employment.

- (B) The Association and its members who are employed by the Thornapple Kellogg School District shall have the right to use school building facilities at all reasonable hours for meetings upon prior approval by the appropriate building principal and that such meetings, shall not interfere with the normal operation of the school or duties of any teacher, and that the building or room may be used only when not otherwise in use.

No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises.

Bulletin boards and other established media of communication shall be made available to the Association and its members.

- (C) The Board agrees to furnish to the Association in response to reasonable written requests from time to time all available information concerning the financial resources of the District, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaints.
- (D) Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof outside of the classroom shall be grounds for any discipline or discrimination as to the professional employment of such teacher.
- (E) The provisions of the Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, religion, color, national origin, age, sex, disability or marital status.

Article 4

Site Based Decision Making (School Improvement)

The Board, administration, teachers and Association recognize the necessity of maintaining ongoing school improvement plans and importance of continued recognition of quality educational services as a fundamental priority and shared goal of the parties.

The Board recognizes that the terms and conditions of this Agreement will govern with respect to wages, hours, and other terms and conditions of employment and that those terms shall not be altered or modified through the school improvement process, absent written mutual agreement and ratification by the parties, unless authorized by law or identified as a prohibited bargaining subject.

To the extent any proposed element of the District's school improvement plan conflicts with the terms of this Agreement, the identified provisions will be subject to renegotiations at the request of the Board or the Association. Any amendments to this Agreement will be subject to ratification by the parties.

Article 5

Professional Compensation

- (A) The salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement.

The individual teacher's base salary is defined as the step on Schedule A in addition to the compensation for advanced graduate hours.

- (B) There are three (3) levels of pay for extra work that is done outside the teacher's work hours and not provided for in Appendix A. If there is any question on which

level will be paid, the Administration and Association will meet to decide on the appropriate level.

1. a. For extra work not provided in Appendix A outside of scheduled work days which is requested by the administration that has the teacher doing more than just attending or participating at a conference (*i.e.*, grant writing, serving as a trainer or facilitator for staff development activities, curriculum development), the teacher shall be entitled to compensation at .07% of the BA base salary per hour.

b. For extra work requested by the administration which is not compensated for in Appendix A which is outside of scheduled work days (*i.e.*, workshops, training sessions, staff development, conferences), the teacher shall be entitled to compensation at the rate of \$60.00 per day.

This Section will not apply to time teachers spent during the normal teaching day or to conferences or meetings where the teacher has requested to attend.

c. The teacher is performing a continuation of his/her duties beyond the normal school calendar year at the request of administration (*i.e.*, counselors scheduling students during the summer). These teachers shall be paid at his/her per diem rate.

2. Should it be necessary to use presently employed teachers to fill in for an absent teacher during his/her preparation period, he/she will be compensated at the rate of .07 of the BA base salary/hour for a six period day. (Note: Compensatory time accumulated prior to August 21, 2018 will be paid at the previous rate of .06 of the BA Base Salary.).

Should elementary teachers be asked to take classes normally covered by special teachers, *i.e.*, music, physical education, and library, they shall be compensated in accordance with Section B-2.

3. Time spent by new teachers with mentors, and in the 15 days of professional development activities will not require additional compensation.

(C) The Association and the Board shall negotiate the school calendar which shall be included in Appendix C. Should circumstances arise requiring re-consideration of this provision, they will be processed in accordance with Article 17 (Negotiations Procedures).

(D) The following legal holidays shall be observed and all schools closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day.

(E) Only those members of the Association, such as the negotiators, grievance chairpersons and witnesses shall be released from regular duties without loss of salary to participate during the school day in negotiations or participate in any professional grievance proceedings, including arbitration.

(F) Teachers shall have the option of receiving their salary payments in 21 equal bi-weekly payments or 26 equal bi-weekly payments. The District will pay over 26 equal bi-weekly payments if the teacher does not notify the business office of the 21 payment option by August 15 each year. In addition, the 26 or 21 payment option will remain in effect for the entire school year.

(G) The following provisions will apply to Act of God days:

1. Teachers shall not be required to report on Act of God days. If the District is not required to make up the day by the State, teachers will be compensated for the day.

If the District is required to make up the day by the State, the teachers will not receive additional compensation.

2. All possible methods available to make up student attendance days shall be exhausted before the extension of the school calendar shall be put in effect. At this time the Association will meet with the Board representatives after April 10 of that school year to verify the number of days and agree to an ending day for the school year.

3. In the event of late starts and early dismissals, the provisions of Section 1 above will apply.

On days when school is canceled after teachers have arrived, teachers will be dismissed after the completion of student supervision responsibilities.

4. If the State of Michigan minimum standard day provision is changed by the Michigan Legislature, the snow day (Act of God) provision of this Agreement shall be adjusted to comply with current legislation. The parties to this Agreement shall meet to facilitate this issue if necessary.

(H) Teachers may choose to receive compensatory time instead of payment for internal subbing. Participation in this program is completely voluntary and a list of participating teachers shall be made by the building secretary. Teachers who choose to participate shall be asked by the building secretary on a rotating basis so that compensatory time is distributed fairly. Teachers who choose to participate shall receive compensatory time in the amount that they cover other teacher's classes in lieu of payment provided in Article 5, Section B-2. A time log shall be kept by the building principal.

Teachers have the option of being paid or carrying over a maximum of 30 hours of compensatory time at the end of the year. Payment shall be made at the rate according to the contract, Article 5, Section B-2.

Compensatory time shall be used at the discretion of the teacher, with principal notification. Notification shall be given in writing as soon as possible but at least 24 hours in advance unless an emergency exists preventing the submission of timely notice. If less than 24 hour notice is given, approval or denial shall be at the discretion of the administration. Not more than three (3) teachers shall be absent from any elementary building on compensatory time or taking a personal day at any time, not more than four (4) teachers shall be absent on compensatory time or taking a personal day from the middle school at any time, and not more than six (6) teachers shall be absent on compensatory time or taking a personal day from the high school at any time, unless approved by the building principal.

Teachers may use a maximum of five (5) days of compensatory time and personal days in a row.

Teachers are not expected to fill their own substitutes as it will be the responsibility of the office personnel or designee to garner a substitute. Administrative Assistant personnel (secretarial staff) shall attempt to disperse compensatory time in an equitable fashion.

Article 6

Teaching Hours

- (A) Teachers' starting time will be fifteen (15) minutes before the start of the regular student day. Teachers will be in their classrooms ten (10) minutes before the beginning of the students' school day. Teacher dismissal time will be five (5) minutes after the regular student day ends.

It is further agreed that teachers may leave the building at the student's regular dismissal time on Friday, the day preceding vacation, or holiday, or with the permission of the teachers' building principal.

Teachers shall make themselves available for previously scheduled conferences of not over one half hour after school dismissal.

- (B) All teachers shall be entitled to a duty-free lunch period of no less than thirty (30) minutes.
- (C) It is agreed that one day per month may be set aside for scheduled staff meetings, such as building, departmental, committee, in-service, or professional development. When deemed necessary, a second meeting per month may be scheduled.

These meetings will be scheduled at least forty-eight (48) hours in advance. It is agreed that these meetings shall last not more than one (1) hour past student dismissal. It is further agreed that these meetings will not be held on Friday or the day preceding vacation or a holiday. All staff members are required to attend.

- (D) A flexible schedule with a period before or after the normal school day shall be allowed under this agreement. All such assignments shall be voluntary.

The Superintendent or designee and the Association President will meet as needed to review flexible teacher scheduling. Both parties must agree to a change in the work schedule of the teacher and the change.

The normal teaching load for a teacher involved in a flexible work schedule will be consistent with Article 7 (Teaching Loads Assignments). In addition to the daily teaching responsibilities scheduled by the principal, a quality educational program requires daily preparation and the performance of the duties normally associated with the teaching profession.

Article 7

Teaching Loads and Assignments

- (A) Certified tenure eligible teachers shall be defined as teachers who have earned a valid teaching certificate according to State Certification requirements. Teacher certification will meet the “highly qualified” requirements of the State of Michigan’s compliance with the Federal government’s No Child Left Behind (NCLB) regulations. Priority will be given to the employment of those applicants who possess the qualifications for full time certification as established by the Michigan Department of Education and NCLB.

A tenure eligible teacher who has been recognized as “highly qualified” under the above-referenced standards by this District or another Michigan school district shall be recognized as “highly qualified” by Thornapple Kellogg Schools for the duration of his/her employment (as long as the teacher maintains that status under the above-referenced standards). If the rules related to “highly qualified” under the ESEA/NCLB Act of 2001 change, the parties agree to revisit this section.

1. The normal weekly teaching load for full-time secondary teachers will be thirty (30) hours of classroom instruction or supervised study hours and will include five (5) preparation periods to be used as prescribed.

- a. High School

1. When block scheduling is operative at the high school, the normal weekly teaching load for full-time high school teachers will be five (5) teaching assignments, five (5) preparation periods and a seminar/advisory assignment.

When “Family Time” is operative at the high school, the “Family Time” will occur up to and not exceed two (2) times per month.

2. When the trimester schedule is operative at the high school, the normal weekly teaching load for full-time high school

teachers will be four (4) teaching assignments and five (5) preparation periods.

b. Middle School

1. When teaming is operative at the middle school, the normal weekly teaching load for full-time middle school teachers assigned to an academic team will be five (5) teaching assignments, five (5) team planning periods, five (5) personal preparation periods, and an advisory assignment. Team planning time will be used for grade level, subject area, or team meetings.

When "Power Time" is operative at the middle school, the "Power Time" will not exceed 15 minutes daily. The normal weekly teaching load for full-time middle school teachers will be five (5) teaching assignments, five (5) preparation periods, and a "Power" assignment.

2. When teaming is operative at the middle school, the normal weekly teaching load for full-time middle school teachers not assigned to an academic team will be six (6) teaching assignments, five (5) personal preparation periods, and an advisory assignment.

2. The normal weekly teaching load for full-time elementary teachers will be thirty (30) hours of classroom instruction.

The preparation periods for elementary teachers refers to those times when students are not in class (i.e., recess, etc.). When special subjects (i.e., physical education, music, and library) are being provided as part of the curriculum, elementary teachers will also use as preparation periods, those times in which their students are receiving services. There will be two hundred twenty (220) minutes for each full instructional week for full-time elementary teachers. An attempt will be made to organize the schedule to provide for forty (40) minute continuous blocks each day.

Elementary teachers may work forty-five (45) minutes either before or after school twice a month, for a total of 16, during the school year as scheduled with the building principal. This time is preparation time for the teacher. These elementary teachers shall receive two (2) additional personal days.

In case the specials course teachers are absent, the administration will secure substitutes. If an elementary teacher must substitute in the absence of a specialist teacher, they will be compensated as provided under Article 5.B.2.

Elementary teachers will rotate recess supervision under a plan which will be devised and implemented at the building level.

3. Preparation periods may be used for preparation work for class; consultation with parents or students; committee work and library work.
 4. School hours will not be used for non-professional work or union work without the principal's permission.
 5. The teachers will be expected to be present in their building at all times during working hours, unless excused by the building principal.
 6. No departure from these norms, except in case of emergencies shall be authorized without prior consultation with the Association.
- (B) Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study, except as may be authorized by law.
- (C) Non-tenure eligible teachers who will be affected by a change in assignment will be notified and consulted by their principal as soon as practical and before July 1st. If a change in enrollment or staffing occurs during the summer non-tenure eligible teachers affected by a change in assignment will be consulted and notified by their principal as soon as practical and prior to August 1st.
- (D) If any provision of this Agreement restricts the Board in terms of meeting the required number of instructional hours or days established by the State of Michigan, the parties will meet to negotiate the necessary adjustments in the Agreement to guarantee compliance.

Article 8

Teaching Conditions

- (A) The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to ensure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at ensuring that the energy of the teacher is primarily utilized to this end.
- (B) The Board agrees to keep class size at acceptable levels as dictated by the financial limitations of the District and/or the building facilities available according to the following standards.
- | | | |
|----|---|-------------|
| 1. | Kindergarten and first grade | 25 students |
| 2. | Elementary school grades
second thru fifth | 28 students |
| 3. | Special classes for
students with disabilities | 15 students |

*Parties shall negotiate if state rules change

4. Class size for secondary level (grades 6-12):

Social Studies)	30 students
English)	
General Education)	
Mathematics)	
Science)	
Language)	
Business)	
Health-Nutrition)	
MS Extensions)	
Principles of Technology I & II)	24 students
Drafting)	
Digital Media I and II)	30 students
MS 21 st Century Skills	20 students
Woods	22 students
Art Education	30 students
MS Art Education	30 students
Physical Education	40 students
MS Physical Education	35 students
MS Exploratory	30 students
MS Computers	30 students

[Middle School (MS) teachers teaching 6 periods will have class sizes based on a 7 period day.] See Appendix K

(C) Administration will work in conjunction with the Association President to establish appropriate class size designation after new classes are formed and prior to the class beginning. Overload compensation are as follows:

1. When these elementary class standards are exceeded, the tenure eligible teacher of the class shall be compensated for each additional student assigned at the rate of \$6.00 per day for each student that exceeds the standard class size.
2. When these high school and middle school standards are exceeded, the tenure eligible teacher shall be compensated for each additional student per class period at the rate of \$6.00 per week.
3. Overload amounts at the High School will be calculated on the 8th day of the semester/trimester and shall be paid retroactively to the first day.

Overload pay requirements begin on the day of overage at the elementary and middle school.

4. The District will make reasonable efforts to avoid assigning overloads to employees new to teaching during their first year.
 5. Reimbursement for excess membership under the terms of this Article shall be made not later than two pay periods following the end of the trimester/semester.
- (D) The Board recognizes the principle that non-tenure eligible teachers shall receive assignments that shall equalize the teaching load of all non-tenure eligible teachers as nearly as possible. In the determination of assignments, the convenience and wishes of the individual non-tenure eligible teacher will be honored to the extent that those considerations do not conflict with the instructional requirements and best interests of the District and the students as determined by the Board.
- (E) The Board recognizes that appropriate texts, library references facilities, maps, and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession.
- The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to consider all joint recommendations thereon made by its representative and the Association. The final decision to purchase these materials and tools remains vested with the Board.
- (F) The Board shall make available in each school adequate lunchroom, restroom and lavatory facilities for teacher use and at least one room appropriately furnished, which shall be reserved for use as a faculty lounge. A vending machine for beverages may be installed with the proceeds to be used by the building faculty. Each school is a smoke free building.
- (G) Telephone facilities shall be made available to teachers for their reasonable use. Teachers will be expected to reimburse the District for any personal long distance calls.
- (H) Adequate parking facilities shall be made available to teachers for their exclusive use.
- (I) When a general education classroom tenure eligible teacher is assigned a student from a special education program, the tenure eligible teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the students to sustain his/her bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition. The tenure eligible teacher shall be informed and instructed as to emergency measures which may be necessary due to the

student's impaired condition. Otherwise, it shall be the responsibility of the tenure eligible teacher to implement the student's individualized education program for attending to the educational needs of the student while in the tenure eligible teacher's class.

- (J) Teachers required to travel between buildings will be paid mileage at the rate established by the IRS.

Article 9

Vacancies and Promotions

- (A) Whenever any permanent vacancy in any professional position in the District shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every building. If said vacancy shall occur during the summer months the board shall notify the Association President, or designee, by email. No vacancy shall be filled during the school year on a permanent basis until such vacancy shall have been posted for at least seven (7) work days. From June 1 to August 1, the posting period shall be ten (10) business days. All vacancies will be added to the Job Postings folder on the District's email. Any faculty member interested in an opening during the summer may leave self-addressed stamped envelopes in the main office for notification.

Vacancy is defined as a position presently unfilled; a position currently filled, but which will be open in the future; or a new position that is currently not in existence.

- (B) Any teacher may apply for such vacancy. The application must be made in writing and filed at the Superintendent's office. In filling a non-administrative vacancy, the Board agrees to give due weight to the professional background, length of service, and attainments of all applicants. Each teacher on staff making application for a vacancy will be contacted regarding the position. The Board reserves the right to employ the best qualified candidate for the position.
- (C) The Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels which shall be made at the sole discretion of the Board.

Article 10

Transfers

- (A) The parties agree that unrequested transfers of teachers are to be minimized and avoided.
- (B) In the event that transfers of teachers appear to be necessary, lists of available positions in other schools shall be posted in the same manner as provided in Article 9.

- (C) Any teacher who shall be transferred to a supervisory or executive position and who shall later return to a teacher status shall be entitled to retain such rights as he/she may have had under this Agreement before such transfer to supervisory or executive status.
- (D) Requests by a teacher for transfer to a different building or position may be made any time. Such requests shall be made in writing to the Superintendent with a copy to the Association. The request shall set forth the school, grade, or position sought, and the applicant's qualifications and the reason for the requested transfer. Such requests shall be made once each year to assure active consideration by the administration. The transfer request shall be made a part of the teacher's personnel file. No teacher will be discriminated against because of a request to transfer. Such requests shall be made on forms available at the administration building.
- (E) Receipt of all applications and requests referred to in this Article shall be acknowledged by the Superintendent within five (5) working days.
- (F) When a request for transfer and/or reassignment is denied, conference with the Superintendent, with an Association Representative present, will be held upon request within fifteen (15) days after the position is assigned.

Article 11

Leave Credit

- (A) Teachers shall accumulate unlimited sick leave at the rate of twelve (12) days per year.
- (B) Any teacher who is absent because of an injury or disease compensatable under the Michigan Worker's Compensation Act shall receive from the Board the prorated difference between the allowance under the Act and his/her regular salary for the duration of the illness or through the balance of the school year, whichever occurs first, with sick leave subtracted on a prorated basis.
- (C) Any teacher with less than two (2) years experience in the District who has exhausted his/her cumulative sick leave credit may borrow up to ten (10) days of additional sick leave. Such advance shall be deducted from the final pay check for the year unless a contract for the following year has been signed.
- (D) Any teacher with two (2) or more years of employment in the District who has exhausted his/her cumulative sick leave, may be given up to two (2) days from each teacher who has accumulated more than thirty (30) days.

It is understood that sick days will be given on a strictly voluntary basis. Association Representatives may circulate a sick day request throughout the District on behalf of the teacher whose sick days are or will be exhausted as verified by the Business Office according to Association policy and guidelines.

The teacher may receive only as many days as are needed to complete the contract year, sick leave period, or L.T.D. wait period.

Article 12

Terminal Leave

- (A) Upon retirement, a teacher who has completed fifteen (15) consecutive years in the Thornapple Kellogg School District shall receive payment for his/her accumulated sick leave as follows (with a maximum of \$6,250): \$35/day for 75 days or less; if more than 75 days accumulated, \$50/day.

A teacher shall not be entitled to this payment if he/she is entitled to longevity pay pursuant to Appendix A, Section B-4.

- (B) Any teacher who is rehired after retirement shall receive compensation at the step he/she had attained at the time of retirement.

Article 13

Leaves of Absence

- (A) The Board shall grant a leave of absence without pay for a period not to exceed one (1) year, to any teacher whose personal illness extends beyond the period compensated under Article 11.

If at the end of one year, the teacher is unable to return to work, he/she must apply to the Board, in writing, for an extension. All such requests shall be made prior to the end of the first year's leave of absence.

Extensions shall be at the will of the Board. Upon return from an extended leave of absence of more than one year, the teacher will be assigned to a vacancy for which he/she is certified and qualified.

The teacher shall inform the Board of his/her intent to return to work at the earliest possible date.

- (B) Leaves of absence with pay chargeable against the teacher's sick leave credit shall be granted for the following reasons:

1. Illness in family -- a maximum of five (5) days per school year for illness in the immediate family. This may be extended by the Superintendent in cases of extreme hardship.

Immediate family is defined as the teacher's spouse, foster parent, child, grandchild, great grandchild, legally adopted child, stepchild, stepbrother or stepsister, parent, grandparent, stepfather or stepmother, brother, sister, half brother or half sister, father-in-law, mother-in-law, brother-in-law or sister-in-law.

2. a. Personal days -- a teacher shall be granted four (4) full or eight (8) half days per year, non-accumulative, for personal use. The teacher shall provide a three (3) day notice in writing to the principal. Notice of less than three (3) days with teachers showing cause will be subject for approval by the administration. The building principal shall inform the teacher, whenever possible, if the personal day is rejected within two (2) days of request or the personal day shall be approved.

Not more than two (2) teachers shall be absent from any elementary building at any time, not more than three (3) teachers shall be absent from the middle school at any time, and not more than four (4) teachers from the high school at any time, unless approved by the building principal under the above clause.

- b. A teacher who has accumulated thirty (30) sick days and has used all of his/her personal days for the year, shall be able to exchange one (1) sick days for one (1) personal day. A teacher may use this provision no more than twice in any school year.
- c. The District reserves the right to schedule up to a total of six (6) additional hours per year for orientations, open houses, or other activities.

For each three (3) such hours scheduled, the affected teachers will receive one-half additional day of personal business under Article 13.B.2.a. The use of such days will be subject to the limitations and procedures set forth therein. If the teacher does not use the additional personal business time by the end of the school year, the additional personal business time will be added to the teacher's individual sick leave accumulation.

3. Bereavement Leave - A teacher shall be allowed up to five (5) days per incident when his/ her absence is required due to the death of a spouse, foster parent, child, grandchild, great grandchild, legally adopted child, stepchild, brother, sister, half brother or sister, stepbrother or stepsister, parent, grandparent, stepfather, stepmother, brother or sister, father or mother, son or daughter of your brother or sister. The initial two (2) days will not be charged against the teacher's sick leave. Additional days beyond the initial two (2) days will be charged against the teacher's sick leave.

A teacher shall be allowed up to two (2) days per incident with up to an additional three (3) days which may be administratively approved in the event of the death of an employee's spouse's immediate family: Foster parent, child, grandchild, great grandchild, legally adopted child, stepchild, brother, sister, half brother or sister, stepbrother or stepsister, father or mother, son or daughter of your brother or sister.

Up to one (1) day shall be allowed per incident in the event of the death of other relative or friend. The initial one (1) day will not be charged against the teacher's sick leave. Additional days beyond the initial (1) day will be charged against the teacher's sick leave.

Additional absence may be approved by the Superintendent for members of the immediate family. However, the employee shall receive only that portion of his salary remaining after the substitute had been employed for the period of the approved extension.

(C) Leaves of absence with pay not chargeable against teacher's sick leave credit shall be granted for the following reasons:

1. Absence when a teacher is called for jury service. The pay to be the excess of salary over jury fees.
2. Court appearance as a witness in any case connected with the teacher's employment for the school.
3. Up to three (3) days whenever a teacher is subpoenaed to attend any non-school related proceeding.
4. Visitation at other schools or for attending educational conferences or conventions, including Association meetings approved by the administration.
5. The Association shall be entitled to ten (10) days per year to be used by Executive Board members to attend MEA workshops or conferences and the Association shall reimburse the Board for the cost of substitute teachers during these days.

Additional days may be granted at the discretion of the Superintendent. Five (5) days notice must be given to the employee's building principal except in cases where one board member must fill in for another who is absent.

(D) Leaves of absence without pay may be granted for the following reasons and under the following conditions:

1. For study related to the teacher's licensed field, or involving research or special training.
2. Travel or a related experience that could be of benefit to the educational process.
3. Child birth and/or child care leave must be applied for as follows:
 - a. Full year leave at least thirty (30) days before the end of the school year.

- b. Partial year leave at least thirty (30) days before the leave is to take effect.
 4. To return from any leave granted under this Section the teacher must notify the Board.
 - a. Full year leave, notice shall be given Board of intention to return thirty (30) days before the end of the school year.
 - b. Partial year, notice of intention to return shall be given forty-five (45) days before return is expected.
 5. In the event of any extenuating circumstances such as, but not limited to, early termination of pregnancy, the contractual conditions may be waived by mutual consent. In such situations a teacher may be granted a leave or return from a leave as soon as it is possible to arrange.
 6. FMLA Leaves. A notice of FMLA rights is included as Appendix D. The leave provisions of this Agreement shall be construed consistently with the Family Medical Leave Act, and its rules and regulations.
 7. For employees taking maternity leave, sick leave may be used for the first six (6) weeks after birth, eight (8) weeks if cesarean section. After this period, all leave days shall be unpaid unless a medical condition warrants additional sick leave days.
 8. For employees taking paternity leave, sick leave may be used for the first three (3) weeks following birth/adoption.
- (E) Leave of absence without pay will be granted for a period not to exceed one (1) year, to any teacher who joins the Peace Corps as a fulltime participant in such program.

A second year leave of absence shall be granted, provided that the teacher makes application for an extension three (3) months before the end of the first year's leave of absence. Any period so served, shall be treated as time taught for the purposes of the salary schedule set forth in Appendix A.

The term of the leave shall coincide with the contract year. Six (6) months notice is to be given of intent to return.

- (F) Pursuant to Section 1235 of the Revised School Code, MCL 380.1235, teachers who have been employed for seven (7) years by the system may be granted a sabbatical leave for up to one (1) year.

Any period spent on sabbatical leave shall be treated as teaching service for purpose of applying the salary schedule set forth in Schedule A.

- (G) Teachers who are officers of the Association or are appointed to its staff shall, upon proper application be granted a leave of absence without pay for a period not to exceed one (1) year.

A second year leave of absence shall be granted, provided that the teacher makes application for an extension three (3) months before the end of the first year's leave of absence. Any period so served, shall be treated as time taught for the purpose of the salary schedule set forth in Appendix A of this Agreement.

The term of the leave shall coincide with the contract year. Six (6) months notice is to be given of intent to return.

- (H) Leaves of absence shall be granted to any teacher who shall be inducted, recalled, or shall enlist in the uniformed services of the United States.

Six months' notice is to be given of intent to return. The teacher is to be offered the first available vacancy for which he/she is certified and qualified.

Teachers on uniformed services leave shall be given the benefit of any increments which would have been credited to them had they remained in active service to the school system. Previously accumulated sick leave shall continue upon return.

- (I) The Board shall grant a leave of absence without pay to any teacher to campaign for, or serve in, a public office. However, this leave of absence shall not be available to a teacher to serve as a member of the State Legislature. Term of leave shall coincide with the contract year. Six (6) months' notice is to be given of intent to return.

- (J) Upon return from an approved leave of less than one (1) year, under this Article, a teacher shall be assigned to his/her former position, if available, or a substantially equivalent position.

- (K) If a teacher accumulates more than half of their work days as unpaid leave during the course of a school year, they will not advance a step on the salary schedule until he/she completes half the work days for the school year in which he/she returns.

Article 14

Insurance Protection

- (A) The Association agrees to work with the Administration to help contain rising health insurance costs.
- (B) Medical Coverage

Effective January 1, 2017, the Board will provide West Michigan Health Insurance Pool (WMHIP) Blue Cross Blue Shield (BCBS) PPO Select 5, Versatile 3 PPO, or Flexible Blue 2. The specific attributes of each option is found on the District website.

The Board will cover the cost of the premiums for the PPO Select 5, Versatile 3 PPO, or Flexible Blue 2 for the duration of this agreement consistent with Public Act 152.

The medical coverage is to be provided to the employee's immediate family and other single eligible dependents as defined by the United States Internal Revenue Service provided they fall within the criteria for single, two-party or full family premiums.

Details of this coverage will be available during normal working hours at the Business Office or on the District web page.

The Board will provide an interest-free loan to teachers who enroll in the Flexible Blue 2 (HDHP) in an amount requested by the teacher (which shall not exceed the amount of the deductible under the HDHP based on the coverage tier (e.g., single, family) in which the teacher enrolls). The purpose of the loan is to allow the teacher to make an immediate contribution to his or her health savings account. The teacher can elect to have the loaned amount immediately contributed to his or her H.S.A. on a pre-tax basis to fund the payment of uninsured health expenses, or the teacher can elect to receive the loan in cash and contribute the amount to his or her H.S.A. on a post-tax basis. At the time the loan is made the teacher will sign an election form specifying the amount of the loan, whether the loan should be directly contributed to the teacher's H.S.A. or paid in cash, and authorizing the Board to take deductions from the teacher's taxable, after-tax pay on an equal pro rata basis for the balance of the plan year to repay the loan.

The Board of Education will deduct any teacher contributions through payroll deduction via a Section 125 plan.

The Board of Education will pay each full-time teacher who waives coverage in the medical care program the sum of \$225 per month as additional cash compensation. (Prorated payment will be made to less than full-time teachers.) Staff are required to provide the District with reasonable proof of medical coverage provided by the spouse's employer.

All teaching staff currently receiving cash in lieu of benefits shall receive such payments spread over each pay (October thru June) as opposed to once a month.

(C) Life Insurance

The Board agrees to provide \$50,000 term life and \$50,000 accidental death insurance coverage for all teachers, through National Insurance Services. Such coverage shall begin, in the case of new teachers, at the time they begin their teaching duties. Coverage will terminate upon termination of employment.

A \$2,000 Dependent term life coverage is provided to teachers not enrolled in the medical plan.

(D) Long-term Disability Insurance

The Board will provide program to all eligible teachers under applicable underwriting rules and regulations, a long-term disability benefit program through National Insurance Services, described as follows:

1. A teacher who is disabled under the plan will receive 66 2/3% of his/her monthly salary, not to exceed \$5,000.
2. A teacher will not be eligible for benefits until a ninety (90) work day waiting period has elapsed.
3. Freeze on Offsets
4. Alcoholism/drug addiction 2 year
5. Mental/nervous 2 year

Details of this coverage will be available during normal working hours at the Business Office or on the District web page.

(E) Dental Care Benefits

The Board will provide to each teacher a Dental Care Program, through ADN Dental, which will pay:

Class I – Preventative	90%
Class II – Basic	90%
Class III – Major	80%
Class IV – Orthodontia	50%

Annual Maximum - Class I – III	\$2500
Lifetime Maximum - Class IV	\$3000

Details of this coverage will be available during normal working hours at the Business Office or on the District web page.

(F) Vision Care Benefits

The Board will provide vision care benefits through EyeMed. Details of this coverage will be available during normal working hours at the Business Office or on the District web page.

(G) Health care protection shall be provided for a full twelve-month period for each employee (teacher) who completes a full academic year of employment, except coverage for retirees shall end June 30, and coverage for new hires shall commence September 1.

(H) Part-time teachers will have their insurance package determined on a pro-rata basis to the extent possible under the rules of the insurance carriers.

(I) A dependent care benefit (limit established by law) will be available for teachers not participating in the WMHIP Flexible Blue 2 (HDHP).

Article 15

Non-Tenure Eligible Teacher Evaluation & Files

A. EVALUATION

The Board and Association recognize that evaluation is an important tool for recognizing effective performance, and maintaining and improving the quality of the District's instructional programs.

The evaluation process will utilize the current forms and procedures established through the evaluation committee and in the Appendix E and F in this contract to promote a developmental system of benefit to the non-tenure eligible teacher's professional growth, and the educational process.

All evaluations shall be based upon valid criteria for evaluating professional performance and growth.

B. EVALUATOR

The evaluator(s) shall be an administrator employed by the Board, who possesses educational certification.

C. EVALUATION FREQUENCY

1. PROBATIONARY NON-TENURE ELIGIBLE TEACHERS

Probationary non-tenure eligible teachers shall be formally evaluated each year of probation.

On or before October 1st, each probationary teacher to be evaluated that school year shall be provided with a copy of the Performance Standards

(Appendix F). Those probationary non-tenure eligible teachers, whose first day of work is after October 1st, will receive their copy within twenty (20) working days after their first day of work.

Probationary non-tenure eligible teachers who have completed one (1) year of probationary service shall receive an Individualized Development Plan, IDP, use of forms in the electronic evaluation tool. The IDP shall be developed by the evaluator in consultation with the probationary non-tenure eligible teacher. The IDP shall be developed after the Summative Evaluation is completed, by October 1 or twenty (20) work days after the teacher's first day of work, WHICHEVER IS LATER. If a probationary non-tenure eligible teacher's Summative Evaluation is less than effective, the IDP shall be developed before the end of that school year.

Probationary non-tenure eligible teachers will be observed in a classroom or work site setting at least twice per year, with at least 45 calendar days between the first and last observation. At least one observation will be scheduled in advance by mutual agreement.

A final summative evaluation will be completed. See Appendix F.

A probationary non-tenure eligible teacher will be defined as any non-tenure eligible teacher who cannot acquire tenure (e.g. social workers) will serve a probationary period of two or five years as any other teacher.

2. NON-TENURE ELIGIBLE TEACHERS

Non-tenure eligible teachers who have completed the probationary period shall be formally evaluated every year, using the forms and procedures described in Appendix E and F.

For the purposes of evaluation process, non-tenure eligible teachers who cannot acquire tenure (e.g. social workers) shall be considered in this category when they have had a probationary period equivalent to two or five years.

D. EVALUATION CYCLE

An evaluation cycle shall consist of the following:

1. a pre-observation conference (prior to the first observation);
2. classroom, or work site observation(s) in case of non-classroom teachers;
3. post observation conference;
4. a final summative evaluation and conference.

1. PRE-OBSERVATION CONFERENCE

To begin the evaluation cycle, the evaluator shall hold a pre-observation conference with the non-tenure eligible teacher, to discuss the expectations in the Performance Standards and provide a tentative schedule for the evaluation cycle.

2. OBSERVATIONS (Classroom and/or work site)

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

Where feasible, it is recommended that observations of a classroom or work site extend for at least thirty (30) consecutive minutes.

If there is any videotaping or audio recording with non-tenure eligible teacher's permission, such as for teacher self-improvement, the tape shall remain the property of the teacher. The use of eavesdropping, closed circuit television, public address or audio system and similar surveillance devices shall be strictly prohibited.

3. POST OBSERVATION CONFERENCE

The administrator who has observed the non-tenure eligible teacher may hold a conference with the teacher within fifteen (15) working days of each observation that exceeds 30 minutes. When need for improvement is noted, written suggestions shall be provided to the non-tenure eligible teacher at this conference using the forms in the electronic evaluation tool and/or Appendix G. Where written suggestions are provided at the first conference, the evaluator may also provide feedback to the teacher at their second post observation conference assessing the employee's progress in those areas.

4. FINAL SUMMATIVE EVALUATION

The final summative evaluation shall be prepared by the primary evaluator of the non-tenure eligible teacher.

A final summative evaluation conference shall be held according to Appendix E.

A copy of the written evaluation (Appendix G) shall be submitted to the non-tenure eligible teacher at the time of this conference. A copy would then be signed indicating completion of the conference and returned to the administration. In the event that the non-tenure eligible teacher feels his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report of the evaluator to be placed in his/her personnel file.

A non-probationary non-tenure eligible teacher who is rated less than effective overall in the final summative evaluation may request another administrator to provide a second (i.e. additional) evaluation during the following year.

E. INDIVIDUALIZED DEVELOPMENT PLAN FOR NON-PROBATIONARY NON-TENURE ELIGIBLE TEACHERS

If an Individualized Development Plan (IDP) is deemed necessary by the evaluator, or requested by the non-probationary non-tenure eligible teacher, the evaluator, with input from the non-probationary non-tenure eligible teacher, shall develop an IDP (using the forms in the electronic evaluation tool and/or Appendix G).

The Plan will:

1. identify the specific area(s) that need improvement;
2. state the measurable or observable area(s) to improve;
3. develop a workable timeline for improvement that includes follow-up dates for observations and other appropriate deadlines;
4. provide strategies, resources, examples of the desired behavior, and assistance available to the employee in making improvements.

F. TIMELINES

When either the non-tenure eligible teacher or evaluator's absence of more than five (5) consecutive working days, due to unforeseen circumstances, affects a contract timeline, the evaluator, in consultation with the Superintendent and Association President, may extend the timeline equal to the number of days absent.

G. SUBJECT TO GRIEVANCE

It is expressly understood that the content of an evaluation shall not be the subject of a grievance. However, an alleged violation of the evaluation procedure as set forth in this agreement may be grieved.

H. FILES

Each teacher shall have the right, upon reasonable advance notice, to review his/her personnel file, and may do so in the presence of an Association representative. A teacher will be given the opportunity to file a response to any material in his/her personnel file(s), and the response shall be made a part of the said file(s).

No material may be destroyed or removed from the teacher's file without the presence of the teacher and/or the teacher's representative. The teacher may request the removal of any document. The removal will be done at the discretion of the supervisor in consultation with the Superintendent or designee.

I. FREEDOM OF INFORMATION ACT (FOIA) REQUEST

If the District receives a FOIA request for a teacher's file, the teacher shall be notified of the request, and shall receive a copy of it. Before the District responds to the request, the teacher and/or Association may review the materials the District believes it must provide in response to the FOIA request. If the teacher indicates that he/she will challenge the intended disclosure, the Board will take the maximum time permitted by the FOIA before it responds. The Board will cooperate where feasible and intends to exempt from disclosure file materials that may be exempted.

J. GENERAL PROVISIONS

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.

Appendices:

Appendix E	Evaluation Process
Appendix F	Performance Standards/Rubrics
Appendix G	Probationary IDP

Note: Forms used during the evaluation process are located in the electronic evaluation tool.

Article 16

Protection of Teachers

- (A) Since the teacher's authority and effectiveness in his/her classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.
- (B) Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board shall provide the teacher with an initial conference with a qualified lawyer who can advise the teacher of his/her rights.
- (C) If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student in the proper performance of his/her duties, the Board will provide a legal counsel and render reasonable assistance to the teacher in his/her defense. Reasonable assistance means the Board will provide an attorney to discuss the facts of the particular situation, but not require the filing of a lawsuit or the presence of an attorney at any proceeding unless the action complained of was within the scope of the Teacher's employment. The Board will also provide any legal defense available under its existing insurance coverages in such circumstances.

- (D) No charge shall be made against a teacher's salary or leave time in case of time lost because of appearances, i.e., court, administrative agencies, involving incidents covered by Sections (B) and (C) of this Article.
- (E) The Board will reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher, at replacement value or a fair market price, while on duty in the school or on the school premises if the loss is suffered as a normal part of employment and through no negligence of the teacher, provided that the personal property is needed as part of the instructional or school program and has been documented and approved by the building principal. The reimbursement of the teacher will be limited to the amount of the deductible up to \$500.00 if covered by insurance unless there is liability by the District for payment.
- (F) Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention within five (5) teacher work days (business days during the summer).
- (G) Teachers shall be expected to exercise reasonable care with respect to the safety of students and property, but shall not be held individually liable by the Board, except in the case of gross negligence or gross neglect of duty, for any damage or loss to a person or property.
- (H) A non-tenure eligible teacher shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned or disciplined of any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the non-tenure eligible teacher, until such representative of the Association is present. The parties agree that investigatory interviews should be conducted in a reasonably prompt fashion. In the event that the investigatory process could lead to discipline, Administration will inform the member of his/her right to have a representative of the Association present. The non-tenure eligible teacher shall make every reasonable attempt not to postpone a request for an investigatory interview to obtain representation. In cases where immediate attention is required, the Association will make a representative available; the Board shall provide advance notice to the Association that representation may be needed.
- (I) No non-tenure eligible teacher shall be disciplined without just cause, however, the discharge of a probationary non-tenure eligible teacher is not subject to just cause. The Board agrees to follow a policy of progressive discipline which includes verbal warning (documented in an anecdotal file*), written reprimand, suspension without pay and discharge. The Board reserves the right not to follow progressive discipline for behavior requiring immediate suspension without pay or discharge.

*The "anecdotal" file does not trigger the exclusionary provisions of Section 2 of the Bullard-Plawewski Employee Right to Know Act, MCL 423.502.

Nonrenewal of probationary teachers will be conducted in accordance with Article 1.

Article 17

Negotiation Procedures

- (A) It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to the professional negotiations to the extent not prohibited by law during the period of this Agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters. The items to be negotiated shall have approval of both parties before negotiations shall start.
- (B) If the salary schedule is re-opened for negotiation, by either party, as provided in Article 17.A. of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule.

At least sixty (60) days before the expiration of the Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, and other terms and conditions of employment of teachers employed by the Board.

- (C) In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representative of the other party and each party may select its representatives from within or outside the school District.

It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

- (D) If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation services of the Michigan Employment Relations Commission (MERC) or take any other lawful measures it may deem appropriate.

Article 18

Professional Grievance Procedure

- (A) Any teacher, group of teachers, or the Association believing that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may file a type-written or word processed grievance, using the form in Appendix I, stating the nature of the grievance and the Article and Section of the Agreement allegedly violated, and the remedy requested, and signed by the teacher, group of teachers or the Association if a solution is not reached after an informal discussion with the principal or immediate supervisor.

The written grievance may be filed with the Board or its representative. The Board designates as its representative for such purpose the principal in each school building and the Superintendent when the particular grievance arises in more than one school building.

The Association appoints a teacher in the Thornapple Kellogg system as its designee or agent to process grievance.

- (B) If a teacher does not file a type-written or word-processed grievance, using the form in Appendix I, with the principal or other designated Board representative within eight (8) working days after the occurrence, then the grievance shall be considered as waived.

A grievance may be filed after this time limitation if both parties agree it was not possible to file said grievance in the above time limitation. A grievance may be filed after this time limitation as long as meetings have occurred to solve the situation. The grievance shall be dropped if the Association does not request another meeting within eight (8) work days. The grievance shall be granted if the Association does make a request and administration fails to meet within eight (8) work days. However, timelines may be extended by mutual agreement.

- (C) Within five (5) working days of receipt of the grievance the designated representative of the Board shall meet with a representative of the Association in an effort to resolve the grievance. The designated representative of the Board shall render a decision within five (5) working days. Affected teachers may or may not be present at such meeting.

If the grievant does not agree with the principal's decision, the teacher or Association must submit the type-written grievance in writing to the Superintendent within five (5) working days. The Superintendent shall schedule a meeting with the grievant and/or Association and shall render a decision within ten (10) working days of receipt of the grievance. If the grievance is submitted directly to the Superintendent, the same time lines shall apply.

- (D) If the decision of the Superintendent is not satisfactory to the Association, a grievance, limited to alleged violations, misinterpretations or misapplication of provision of this Agreement, may be submitted to arbitration within thirty (30) working days after receipt of the Superintendent's decision, before an impartial arbitrator, he/she shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing.

Following the submission of the demand to arbitrate, either party may request mediation of the grievance through the Michigan Employment Relations Commission.

Neither party shall be permitted to assert in such arbitration preceding any ground or to rely on any evidence not previously disclosed.

The authority of the arbitrator is subject to the following provisions:

1. The arbitrator shall have no power to alter, modify, add to, or subtract, from the provisions of this Agreement.
2. His/her authority shall be limited to deciding whether a specific Article and Section of this Agreement has been violated and shall be subject to, in all cases, the right, responsibilities, and authority of the parties under the Michigan School Code or any other laws.
3. The arbitrator shall not usurp the function of the Kent County Education Association or the Board of Education, in the proper exercise of the judgment and discretion under law and this Agreement.
4. The arbitrator shall have no power to interpret state or federal law.
5. Grievances involving demotion or discharge of a non-tenured eligible teacher shall be arbitrable only on the following conditions:
 - a. Non-tenured eligible teacher files with the Board a written election to submit the matter to final and binding.
 - b. Following a timely written election, such a grievance may be processed pursuant to the expedited arbitration rules of AAA at the request of either the employee or the Board.
6. Grievances involving EEO claims shall be arbitrable only if the employee signs a written election to submit such claims to final and binding arbitration. The written election shall be in a form acceptable to the Board and shall include a knowing and voluntary waiver of rights to pursue such claims in state and federal court and in any other forum (e.g., MDCR, OCR, EEOC). The written election must be filed within thirty (30) days after receipt of the Superintendent's decision. Following a timely written election, such a grievance may be processed pursuant to the expedited arbitration rules of AAA at the request of either the employee or the Board.

The decision of the arbitrator, if within the scope of this authority as above set forth, shall be final and binding and both parties agree that judgment thereon may be entered in any court of competent jurisdiction.

- (E) If any non-tenured eligible teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated. The matter, penalty and remedy for a wrongful penalty shall be left to the full discretion of the arbitrator.
- (F) Each party shall pay its own cost for attorney's fees and witnesses. All costs of the arbitrator shall be paid by the losing party. In case of a compromise decision, the arbitrator shall indicate a fair distribution of costs.
- (G) For administrative convenience, the Board may cause complaints which may be the subject of grievances under this Article, first to be presented to a department

head, assistant principal or other school employee, for informal processing, in an effort to reduce the number of formal grievances handled under the professional grievance procedure.

The parties shall mutually work out procedures for such informal processing upon request, but exhaustion of such informal procedures shall not be required as a condition precedent to invoking the grievance procedure, nor shall the participation of department heads, assistant principals or other employees in such informal procedures be deemed to be supervisory or executive function.

- (H) It is understood that the time limits are maximum and can be extended with the written mutual consent of both parties. Both parties should be encouraged to process a grievance as rapidly as possible and within the limits and procedures as set forth herein.

Article 19

Seniority

- (A) Seniority shall be defined as the length of continuous service with the Thornapple Kellogg Schools.

A leave of absence granted pursuant to the Agreement shall not constitute an interruption in continuous service.

Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority.

A teacher's seniority date shall be his/her last date-of-hire and seniority shall accrue with the first day of work.

Days worked in any extra-curricular activity shall neither accrue seniority nor establish a date-of-hire.

A teacher, who works less than full-time, but on regular basis, shall accrue seniority as if he/she were employed full-time.

Teachers with the same date-of-hire will determine their seniority by the last four (4) digits in his/her social security number. The highest number will be the first date of hire. The date-of-hire will be determined by the date of the first day of work.

If a teacher is promoted into an administrative position and later returns to the unit, the teacher will be given seniority credit for time spent in both the teaching and administrative capacities. Those administrators originally hired in an administrative capacity who have not served time in the bargaining unit, will not be given credit for seniority purposes for the time spent before originally accessing the bargaining unit.

- (B) The term, certification, is defined as approved by the Michigan Department of Education.
- (C) Qualified shall be defined as (1) having a major in a particular subject to be taught; or (2) having a minor or evidence of current involvement in the subject. These conditions may be accomplished any time previous to the beginning of the school year.
- (D) Sections A and B above shall apply to K-6 teachers, and Sections A, B, C shall apply to 7-12 teachers when a necessity exists for reducing the staff.
- (E) The Board and a representative of the Association shall prepare a teacher seniority list based on the last date of hire with certification and qualifications noted and transmit a copy of the same to the Association on or before November 1. Within ten (10) school days the list will be verified by the Association before its final approval.
- (F) The parties hereto, realizing the education, curriculum and staff to a large degree depend upon the economic resources available to the Board as provided by the public and the State of Michigan and in accordance with this realization understand that in some instances it may be economically necessary to reduce the educational program, curriculum and staff when funds are not available, or student membership count drops, hereby agree as follows:
 - 1. It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the educational program and curriculum when the foregoing circumstances warrant such reduction.
 - 2. The following provisions shall apply if there is a necessary reduction in personnel; and the order of the reduction shall be:
 - a. Temporary non-tenure eligible teachers.
 - b. Probationary non-tenure eligible teachers according to certification and qualification.
 - c. Non-probationary non-tenure eligible teachers, first according to seniority and second according to certification and qualification as defined in A, B, above.
- (G) The Association shall have the right to review the layoff list prior to, but no later than June 1st, notification of the individual non-tenure eligible teachers to be laid-off. In the event of a dispute concerning the layoff list, the Association shall have the right to file a written grievance thereon within not more than seventy-two (72) hours after the termination of the meeting requesting review of the list.

Individual non-tenure eligible teachers affected by the layoff list will be notified by certified return receipt mail by June 20th.

- (H) For the purpose of layoff, due to lack of funds, non-tenure eligible teachers will receive at least 20 days advanced notice.
- (I) Non-tenure eligible teachers shall be recalled in inverse order of reduction for vacancies and/or new positions opening for which they are certified.

The recall list shall be maintained by the Board for a period not to exceed three (3) years. Thereafter, a non-tenure eligible teacher shall lose the right to recall.

- (J) Any employee who collects unemployment compensation benefits for the period between the end of a school year and the commencement of school for the subsequent school year shall have 75% of such unemployment compensation deducted in the subsequent year. The deduction will take place provided that the employee has not suffered loss of pay for the subsequent school year. The deduction will be on a pro rata basis, spread over the pay periods of the subsequent year.

Article 20

Miscellaneous Provisions

- (A) Teachers are to call their principals or their designee at least 90 minutes prior to the contractual start time if they are ill and are not able to report to work. Teachers are not expected to fill their own substitutes as it will be the responsibility of the office personnel or designee to garner a substitute.
- (B) No polygraph or lie detector device shall be required in any investigation of any teacher.
- (C) The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the District and the Association shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereto before general publication.
- (D) This Agreement shall supersede any rules, regulation, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.
- (E) Copies of the Agreement shall be printed at the expense of the Board and presented to all teachers employed by the Board.
- (F) 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 provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

- (G) Should the Board desire to have teachers serve as master teachers pursuant to Section 1526 of the Revised School Code, the Board shall meet to negotiate over the implementation of such procedures.
- (H) The Association agrees that under no circumstances will the Association or its members authorize, sanction, or condone a work stoppage during the period of this Agreement.
- (I) This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices that are inconsistent with this Agreement, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Board and the Association. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the Board and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
- (J) Each secondary building shall schedule Parent/Teacher conferences for a total of up to fifteen (15) hours for the school year. Each elementary building shall schedule Parent/Teacher conferences for a total of eighteen (18) hours for the school year. Elementary teaching staff will earn three (3) hours of compensatory time.
- (K) An emergency manager appointed under the Local Financial Stability and Choice Act, PA 436 of 2012, shall have the authority to reject, modify, or terminate the Collective Bargaining Agreement as provided in that Act.
- (L) The District has established and maintained a tax sheltered deferred retirement program referred to as the West Michigan Benefit Consortium Section 403(b) Tax Sheltered Annuity Plan.
 1. The Tax Sheltered Annuity Plan Document shall allow employees the ability to make changes in their investment portfolio. Provisions for emergency or hardship withdrawals will be included within the Plan. Employees shall also be permitted to take loans from their investment as permitted in the Plan Document. Timely and regular notice of administration rule(s) changes, modifications, important dates, mandated changes, and any legal limitations placed on the plan and/or its administration shall be communicated to the participants and the Associations. Any changes to the adoption agreement shall require a 60-day advance notice to the Association.
 2. Any monies taken under a salary reduction agreement shall be remitted to the appropriate approved vendor under the Plan as soon as administratively feasible and in no event later than the time limits imposed under the Plan Document and the Internal Revenue Code.
 3. The Board agrees that any such TPA services as may be required to administer 403(b) products, shall be at no direct cost to the bargaining unit member.

4. The Plan Document shall include a list of investment providers. MEA Financial Services will continue to be on the approved list of investment providers. If, at any time, MEA Financial Services is removed from the list of investment providers, the District will withdraw from the Consortium as soon as possible.
 5. The Wildcard vendors as mutually agreed to by the District and the Associations shall be; GLP & Associates, Fidelity Group, AXA Equitable, Ameriprise Financial, and Twentieth Century. All vendors listed must sign an Information Sharing/Service Agreement with the MRIC by January 1, 2009 or they will be dropped from the list. The Parties agree that there shall be no change to these named vendors without the mutual consent of the association.
 6. The District and the Association agree to conduct ongoing review and assessment of the performance of the Consortium and the providers made available under the Consortium with the goal of maintaining a quality 403(b) program.
- (M) Job descriptions shall be provided upon request to employees. Job descriptions shall contain job title, a summary of assigned responsibilities, qualifications, and may describe the essential functions of the position. Job descriptions shall not be modified or created without providing the Association at least sixty (60) days to provide input before implementation.

Article 21

Payroll Deductions

- A. Eligible employees may make contributions to the District's 403(b) tax-sheltered annuity plan by payroll deduction to be invested with an authorized investment provider in accordance with the Letter of Agreement (Appendix M) entered into between the District and the Association. As stated in the Letter of Agreement, MEAFS will be one of the investment providers, and the District will withdraw from the Consortium if MEAFS is removed from the list.
- B. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 1. The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
 2. The Board 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.
 3. The Association shall have complete authority to compromise and settle all claims which it defends under this section.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this article. If this indemnification provision is determined to be unenforceable, the Board's obligation to make involuntary wage deductions shall cease, and the parties shall meet to negotiate the impact of such determination.

Article 22

Job Sharing

- (A) Job sharing is defined as a teacher initiated employment arrangement where two (2) currently employed teachers, through a job share proposal, have agreed to share one (1) full-time position in a manner which meets the educational objectives of the school and the District and has the approval of the Principal and the Superintendent or designee.
- (B) Two teachers desiring to share a teaching position shall make written application by March 1, on the form attached as Appendix J, to the Building Principal and the Superintendent or designee. Such application shall include a written proposal regarding hours of work, methods of communications, job duties, meetings, in-service, conferences, and the division of responsibilities and shall be reviewed by the Building Principal. The Superintendent shall meet with the applicants to discuss their proposal and thereafter make his/her decision granting or denying the application in writing within twenty (20) school days of the meeting. Job share assignments are at the discretion of the Superintendent and as such, are not subject to the grievance procedure.
- (C) Job sharing partnerships will be limited to no more than two (2) partnerships in each building.
- (D) As defined by the Agreement, no job share shall be permitted if the arrangement will in any way adversely affect the seniority of another non-tenure eligible teacher. In such situations, the adversely affected non-tenure eligible teacher(s) and the Association may, in writing, elect to waive his/her seniority rights for that specific situation. Failure of said non-tenure eligible teacher(s) or the Association to waive such rights shall nullify the proposed job share and shall in no way result in adverse effect upon the refusing teacher.
- (E) All parent contact sessions, such as open houses and parent/teacher conferences must be attended by both teachers, or as assigned by the principal.
- (F) For the continuity of instruction, if a teacher has a planned absence, the other job share participant is expected to fulfill the responsibility, if possible. When this occurs, the teacher will be paid, at the highest rate of sub pay. In the event of an unscheduled absence, the other teacher will be called first to substitute and is expected to assume this responsibility, if possible.

- (G) A leave of absence without pay shall not be available to one (1) teacher unless (1) the other teacher agrees to assume the position full-time, or, (2) an acceptable alternative is available, or, (3) the employee is disabled.
- (H) Teachers will share the budget, capital outlay, furniture, that would normally be assigned to one teacher.
- (I) Teachers will be paid at the rate of 50% of a full-time contract at the appropriate step and will advance one step on the salary schedule for every year of job sharing.
- (J) When the job sharing arrangement is terminated, the partner who formerly held the position retains the same. The other partner shall be assigned according to the seniority and other applicable provisions of the Agreement.
- (K) The Board and teacher reserve the right to terminate a job sharing situation by giving notice on or before March 1, to be effective at the end of the school year.
- (L) While it may not be possible for the school to assure that all special classes will be scheduled in an equitable manner, every reasonable attempt to do so will be made.
- (M) Fringe benefits are as described in the Agreement for part-time employees (Article 14, Section F).

Article 23

Duration of Agreement

This Agreement shall be effective upon ratification by the parties and shall continue in effect until 11:59 p.m., August 22, 2021.

This Agreement shall not be extended orally and it is expressly understood it shall expire on the date and time indicated.

Board President

KCEA President

APPENDIX A
SALARY SCHEDULE

(A)

- 2018-2019 1.5% on schedule increase for all staff, plus step increase.
- 2019-2020 1.25% on schedule increase for all staff, plus step increase.
- 2020-2021 1.0% on schedule increase for all staff, plus step increase.

(B)

Longevity pay

1. Teachers shall advance to the first tier (15) of the longevity section of the published salary schedule at the start of the teacher's 15th consecutive year in this school system. Teachers shall advance to the second tier (20) of the longevity section of the published salary schedule at the start of the teacher's 20th year of consecutive service to this school system and to the third tier (25) of the longevity section of the published salary schedule at the start of the teacher's 25th year of continuous service in this school system. Although approved unpaid leaves will not be construed as a break in continuous service, longevity credit will not be earned during such periods. Except as set forth in Article 19.1.2, a layoff will not constitute a break in continuous service and longevity credit will not be earned during such periods.
2. Teachers who were hired before November 1 shall be entitled to longevity pay at the beginning of their 15th year of continuous service.
3. Following the completion of 14 years of continuous service, teachers, who were hired after November 1, but before the second semester begins, shall receive longevity pay beginning the second semester of the school year immediately following his/her date of hire. Following the completion of 14 full years of continuous service, teachers, who were hired after the second semester will be eligible for longevity pay at the beginning of the next school year.
4. A teacher who has accumulated more than 150 sick days they will be entitled to additional longevity pay. This longevity pay is paid to the teacher for saving the District money by saving sick days during his/her tenure in the District. The longevity pay shall be as follows:

Sick Days	Longevity Pay
150-174	\$6,500
175-199	\$7,250
200-224	\$8,250
225 - 249	\$9,250
250+	\$10,250

- (C) The following fundamental principles shall be applied to the salary schedule:
1. This schedule is intended to cover all teachers as defined in Article 1 (Recognition).
 2. The amount of training for teaching will divide teachers into groups.
 - a. Qualified teachers with a Bachelor's degree.
 - b. Qualified teachers with a Master's degree
 - c. Qualified teachers with additional graduate credits and advanced degrees.
 3. The amount of experience in the teaching field will determine the steps along the scale from a minimum to a maximum salary.
 - a. Experience in the Thornapple Kellogg School system will count at its full value.
 - b. All teachers shall be given up to and including two (2) years credit for years of outside teaching experience in any school district in the State of Michigan or other teaching experience in a school district accredited by a recognized accrediting agency. Additional years may be given at the discretion of the Board. Other experience up to three (3) years may be given in related fields as mutually agreed by the Board and the Association.
 4. The amount of service expected to be rendered to the Thornapple Kellogg School system will mean additional consideration in some cases.

Additional consideration will be given those teachers that perform their regular teaching duties beyond the normal school calendar year. If the duties are an extension of the normal school calendar year, these people will be paid in proportion to the time that they are required to be on the job. This does not include regular summer programs.

- (D) Additional considerations beyond the basic salary schedule:
1. The Board has adopted a payroll resolution authorizing teachers to purchase service credit or repay retirement contributions previously withdrawn on a tax deferred basis in accordance with IRS and MPERS rules. Interested teachers should contact the Business Office for details.
 2. Early Retirement – Any employee may receive early retirement under the following conditions:
 - a. Must notify the Board of their intentions with a letter of resignation by May 1 of the school year preceding retirement.

Should extenuating circumstances arise in the lives of those teachers eligible for retirement, such as, personal illness, illness in immediate family members or other reason that would cause the

teacher to seek retirement, this notification date will not prevent them from gaining compensation under this Section. Exceptions not mentioned will be considered by mutual agreement of both parties.

- b. This clause would be limited to those employees who are eligible for retirement under the Michigan Public School Employees Retirement System. Payment will be made on presentation of proof from the State Retirement Office.
- c. Employees would receive stipends as follows:

- 10 years service with Thornapple Kellogg \$1,250.00
- 15 years service with Thornapple Kellogg \$1,750.00
- 20 years service with Thornapple Kellogg \$2,500.00
- 25 years service with Thornapple Kellogg \$3,500.00
- 30 years service with Thornapple Kellogg \$5,000.00

(E) Merit Pay

The Board will adopt a merit pay policy and provide notice of that policy to the Association President. This provision is not subject to the grievance procedure.

**Thornapple Kellogg School
2018-2019 Teacher Salary Schedule**

Step	BA/BS	BA/BS+18	MA/MS	MA/MS+30
Base				
1	\$ 39,824	\$ 41,019	\$ 42,612	\$ 45,400
2	41,616	42,811	44,802	47,590
3	43,408	44,603	46,993	49,780
4	45,200	46,395	49,183	51,970
5	46,993	48,187	51,373	54,161
6	48,784	49,980	53,564	56,351
7	50,577	51,771	55,754	58,541
8	52,368	53,564	57,944	60,732
9	54,161	55,355	60,134	62,922
10	56,152	57,347	62,325	65,112
11	58,541	59,736	64,515	67,302
12	60,931	62,125	67,302	70,090
13	63,321	64,515	70,090	72,878
14	65,709	66,905	72,878	75,666
Longevity				
15	69,122	70,335	77,205	80,036
20	71,546	72,760	80,439	83,268
25	73,972	75,185	83,674	86,502

**Thornapple Kellogg School
2019-2020 Teacher Salary Schedule**

Step	BA/BS	BA/BS+18	MA/MS	MA/MS+30
Base				
1	\$ 40,322	\$ 41,532	\$ 43,145	\$ 45,967
2	42,137	43,346	45,363	48,185
3	43,950	45,161	47,580	50,403
4	45,765	46,975	49,798	52,620
5	47,580	48,790	52,016	54,838
6	49,394	50,605	54,233	57,056
7	51,209	52,418	56,451	59,273
8	53,023	54,233	58,669	61,491
9	54,838	56,047	60,886	63,709
10	56,854	58,064	63,104	65,926
11	59,273	60,483	65,322	68,144
12	61,693	62,902	68,144	70,966
13	64,112	65,322	70,966	73,790
14	66,531	67,741	73,790	76,612
Longevity				
15	69,986	71,214	78,170	81,036
20	72,440	73,670	81,444	84,309
25	74,897	76,125	84,720	87,583

**Thornapple Kellogg School
2020-2021 Teacher Salary Schedule**

Step	BA/BS	BA/BS+18	MA/MS	MA/MS+30
Base				
1	\$ 40,725	\$ 41,947	\$ 43,576	\$ 46,427
2	42,558	43,779	45,816	48,667
3	44,390	45,612	48,056	50,906
4	46,223	47,444	50,296	53,146
5	48,056	49,277	52,536	55,386
6	49,888	51,110	54,775	57,626
7	51,721	52,942	57,015	59,866
8	53,553	54,775	59,255	62,106
9	55,386	56,607	61,495	64,345
10	57,422	58,644	63,735	66,585
11	59,866	61,087	65,975	68,825
12	62,309	63,531	68,825	71,676
13	64,753	65,975	71,676	74,527
14	67,196	68,418	74,527	77,378
Longevity				
15	70,686	71,926	78,952	81,846
20	73,164	74,407	82,258	85,152
25	75,646	76,886	85,567	88,459

APPENDIX B

EXTRA DUTY

This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Thornapple Kellogg Board of Education and the Thornapple Kellogg Education Association, with respect to all Extra Duty positions and the respective payment amounts.

All extra duty positions shall be posted with the Association.

A qualified staff member shall be hired for an extra duty position before an equally qualified or less qualified non-staff member.

After a team/club is run for two (2) years without being a part of this Agreement, the parties shall negotiate and add the team/club to this Agreement before the 3rd year for the team/club.

Note: All percentages are based on Step 1 of B.A. Schedule.

1.	Non-Athletic	1-2 %	3-4 %	5-6 %
A.	High School			
1.	Band Director	13	14	15
2.	Assistant Band Director	6	7	8
3.	Jazz Director	4	4	4
4.	Choir	5	6	7
5.	Flag Corp Advisor	2	2	2
6.	Play	4	5	6
7.	Musical	6	7	8
8.	Musical Assistant	2	3	3
9.	Class Advisors 12 (2)	4	4	4
10.	Class Advisors 11 (2)	4	4	4
11.	Class Advisors 10 (2)	3	3	3
12.	Class Advisors 9 (2)	3	3	3
13.	Annual	5	6	7
14.	School Paper (On line)	3	4	5
15.	Tutorial Program, Testing Out, Credit Recovery	.07/hr	.07/hr	.07/hr
16.	Science Olympiad (2)	4	4	4
17.	Close Up Advisor	2	3	4
18.	Student Council Advisor (2)	3	3.5	4
19.	National Honor Society	2	3	4
20.	R.A.D. Advisor	2	3	4
21.	French Club	2	3	3
22.	Spanish Club	2	3	3
23.	BPA	2	3	3
24.	Environmental Action Club	2	3	3

25.	Art Club	2	3	3
26.	TK Packers (2)	2	3	3
27.	Archery Club (2) (16-17)	2	3	3
28.	Ski Club	2	3	3
29.	School Store	2	2	2
30.	Department Chairs – Core (4)	2	2	2
31.	Odyssey of the Mind Coaches (2)	2	2	2
32.	Robotics Coaches (2)	2	2	2
33.	MTSS Coach (1)	2	2	2
34.	Building School Improvement Chair (2)	2.75	2.75	2.75

B. Middle School

1.	Band Director	6	7	8
2.	Class Advisors 6-8	3	3	3
3.	Annual	2	3	4
4.	Play/Musical	2	3	4
5.	Student Council Advisor (2)	2.5	3	3.5
6.	Science Olympiad (2)	4	4	4
7.	Choir	2	3	3
8.	School Paper (On line)	2	3	4
9.	Homework Club	.07/hr	.07/hr	.07/hr
10.	Fitness Club	2	2	2
11.	Art Club	2	2	2
12.	Odyssey of the Mind Coaches (2)	2	2	2
13.	Department Chairs – Core (4)	2	2	2
14.	Chess Club (1)	2	2	2
15.	Robotics Coaches (2)	2	2	2
16.	MTSS Coach (1)	2	2	2
17.	Building School Improvement Chair (2)	2.75	2.75	2.75

C. Elementary

1.	Odyssey of the Mind (2 per building)	2	2	2
2.	Music evening performance	2	2	2
3.	Chess Club (2)	2	2	2
4.	Department Chairs – Grade Level (2 per elem)	2	2	2
5.	Robotics Coaches (1 per elem)	2	2	2
6.	MTSS Coach (1 per elem)	2	2	2
7.	Building School Improvement Chair (2 per elem)	2.75	2.75	2.75
8.	Student Council Advisor Lee (1), Page (1)	2	2.5	3

D. Miscellaneous

1.	Enrichment Teacher	1.1	1.1	1.1
2.	Science Olympiad Coordinator	4	4	4
3.	Odyssey of the Mind Coordinator	4	4	4
4.	Robotics Coordinator	4	4	4
5.	Arts Festival (max of 4)	1	1	1
6.	Special Education School Improvement Chairs (2)	2.75	2.75	2.75
7.	Department Chairs – Electives (5) K-12 PE/Health, K-12 Art, K-12 Music, 6-12 World Language, 6-12 Technology Education	1	1	1
8.	Special Education Department Chair (1) Elementary (1) Secondary	2	2	2

E. Any faculty member who desires to initiate activities and/or clubs and who believes monetary compensation is in order may submit his/her request, using the form in Appendix B-1, to a committee consisting of the Building Principal, Board member or designee, departmental head and Association Representative for approval to the Superintendent. This Committee shall complete its recommendation within two weeks of the reception of the writer's request from the teacher.

2. Athletic Activities

A.	High School	1-2 %	3-4 %	5-6 %
1.	Baseball, Softball			
a.	Varsity (V)	11	12	13
b.	Junior Varsity (JV)	8	9	10
c.	Freshman (F)	7	8	9
2.	Boys Basketball, Girls Basketball			
a.	V	16	17	18
b.	JV	10	11	12
c.	F	9	10	11
3.	Fall Cheer Advisor			
a.	V	5	6	7
b.	JV	4	5	6
c.	F	3	4	5
4.	Boys Cross Country, Girls Cross Country			
a.	V	10	11	12
5.	Football			
a.	Head V	16	17	18
b.	Assistant V (3)	10	11	12

c.	Head JV	10	11	12
d.	Assistant JV/F (2)	9	10	11
e.	Head F	9	10	11
6.	Boys Golf, Girls Golf			
a.	V	9	10	11
b.	JV	6	7	8
7.	Bowling			
a.	V	7	8	9
8.	Boys Soccer, Girls Soccer			
a.	V	11	12	13
b.	JV	7	8	9
c.	F	6	7	8
9.	Swimming			
a.	V	13	14	15
b.	Diving	8	9	10
10.	Boys Tennis, Girls Tennis			
a.	V	9	10	11
b.	JV	6	7	8
11.	Boys Track, Girls Track			
a.	V	12	13	14
b.	Assistant V (1 per team)	8	9	10
12.	Volleyball			
a.	V	12	13	14
b.	JV	9	10	11
c.	F	8	9	10
13.	Wrestling			
a.	V	14	15	16
b.	JV	9	10	11
c.	JV Asst.	7	8	9
14.	Competitive Cheer Coach			
a.	V	14	15	16
b.	JV	9	10	11

B. Middle School

1.	Boys Basketball			
	Girls Basketball			
a.	7th Grade, 8th Grade	6	7	8
b.	7 th and 8 th "B" team	6	7	8

2.	Cross Country			
a.	Head Coach	6	7	8
b.	Assistant Coach	4	5	6
3.	Boys Track, Girls Track			
a.	Head Coach	6	7	8
b.	Assistant (1 per team)	4	5	6
4.	Volleyball			
a.	7th Grade, 8th Grade	6	7	8
b.	7 th and 8 th "B" team	6	7	8
5.	Wrestling			
a.	Head Coach	6	7	8
b.	Assistant	4	5	6
6.	Competitive Cheer Coach	4	5	6

- (A) All advancement from one step to the next must have the recommendation of the building principal.

A copy of the evaluation by the building principal will be given to those involved in extra duty assignments. In the case of dissatisfaction with the evaluation, the person receiving such an evaluation may have an opportunity to appeal his/her case to the Superintendent to clarify his/her position on the evaluation.

- (B) The assignment and reassignments of teachers to compensated extra-duty positions are subject to the following provisions:

1. Any and all positions regarding extracurricular activities are not tenure position, and are yearly appointments.
2. Appointments shall become binding on the Board and the individual at the time the individual agreement is executed.
3. At the time the assignment is made, the assignment shall be set forth in an individual agreement between the individual and the Board, which may not be varied by either party.
4. At the time of the appointment the individual will be given a copy of the form to be used for his/her evaluation.
5. All extra-duty assignments shall automatically be renewed for an additional annual term unless the immediate supervisor or administrative designee notifies the individual of the reasons for the action, within sixty (60) days subsequent to the end of the pertinent extra-duty assignment and not later than June 30.
6. All individuals agree to a renewal of their extra-duty assignment for an additional annual term unless the individual notifies the immediate

supervisor or administrative designee, within sixty (60) days subsequent to the end of the pertinent extra-duty assignment and not later than June 30, to the contrary.

- (C) The release of teachers from compensated extra-duty assignment is subject to the following provisions:
1. No individual shall be released or dismissed during the duration of the assignment, unless the Board or administration, in writing, establishes that the individual has neglected the responsibility of his/her job or has engaged in improper conduct in the course and scope of his/her employment.
 2. An individual may be released from his/her contract at any time upon mutual consent between the individual and the immediate supervisor or administrative designee.
 3. Any individual released or dismissed from his/her extra-duty assignment, during the duration of the assignment, will be paid a proration of his/her contractual obligation.
 4. Any individual who resigns during an extra-duty assignment, and that resignation is not accepted by the Board of Education or administration action in behalf of the Board, may forfeit pro-ration of pay.
- (D) The provisions of this Appendix shall be specifically grievable as provided in Article 18, but shall not be the subject of arbitration.

APPENDIX B-1

THORNAPPLE KELLOGG SCHOOL DISTRICT
EXTRA DUTY PROPOSAL

Name _____ Date _____

Description of Proposal _____

• Number of students who would be involved in this program? _____

• Number of weeks this program will last? _____

• Days and hours of program operation? _____
(For example, Mon. & Wed. 3:45 – 4:45)

• Location (building and room) being requested? _____

• Your qualification for operating this program? _____

• Materials/equipment needed? _____

• Program cost? _____

Office Use only

Request approved _____ Denied _____

Comments: _____

Administrator's signature

Date

Superintendent's signature

Date

APPENDIX C

THORNAPPLE KELLOGG SCHOOLS
2018-2019 TEACHER CALENDAR/STUDENT CALENDAR

Date	Event	Teacher Days	Student Days
August 20 August 21 August 24 August 31	Staff Kick-Off/Professional Development First Day of School Half-Day of School AM Only No School	9	8
September 3	No School - Labor Day		
September 26	Half-Day of School AM Only Teachers Professional Development PM	19	19
October 31	Half-Day of School AM Only Teachers Professional Development PM	23	23
November 21-23	No School - Thanksgiving Break	19	19
December 21	Half-Day of School AM Only Teachers Records Day PM	15	15
December 24-31	No School - Winter Break		
January 1-4	No School - Winter Break		
January 30	Half-Day of School AM Only Teachers Professional Development PM	19	19
February 18-19	No School - Mid-Winter Break	18	18
March 6	Half-Day of School AM Only Teachers Professional Development PM	20	20
March 29	No School – Spring Break		
April 1-5	No School – Spring Break	17	17
May 27	No School – Memorial Day		
May 31	Last Day of School Half-Day of School AM Only Teachers Records Day PM	22	22
		181 + 3 Parent/Tchr Conf. 184 Days	173 + 7 - 1/2 days 180 Days

APPENDIX D

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent who is (a) a member of a regular component of the Armed Forces and is deployed or has been notified of a deployment to a foreign country, or (b) a member of a reserve component of the Armed Forces and is deployed or has been notified of a deployment to a foreign country under a call or order to active duty may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member or a veteran of the Armed Forces, including a member of the National Guard or Reserves, and who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties, for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. If the servicemember is a veteran, he/she must have been a member of the Armed Forces at any time during the 5 years preceding the treatment, recuperation or therapy.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.



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APPENDIX E

Thornapple Kellogg Teacher Evaluation Process 2018-2019

The foundation of the evaluation process will include observations based on the 5D+ Teacher Evaluation rubric, focusing on Purpose, Student Engagement, Assessment, Classroom Environment/Culture, and Professional Collaboration and Communication.

Observations may consist of unannounced and announced visits from any TK School's administrator. Teachers may meet with administration to request additional observations. The classroom observation shall include a review of the teacher's lesson plan and state curriculum standards through pacing guides and a review of pupil engagement in the lesson. After classroom observations an administrator will share an informal written summary in PIVOT. The teacher must respond to questions posed by the observer within 2 school days. The administrator or teacher may schedule a follow up meeting to discuss any observation and/or written statement.

A mid-year progress report will be provided to first year teachers, and any teacher on a plan or having less than an effective rating.

Focus Areas

Every teacher must choose 2-3 focus areas and one measurable data goal (at each of two inquiry cycles). The data goal should be a measurable student achievement/growth goal tied to School Improvement Plan. The other two are professional development goals based on the indicators in the 5D+ rubric.

The focus areas will be submitted in PIVOT by **September 3, 2018/January 28, 2019**.

Observations

Minimum of two observations per semester.

August 21 - December 21, January 7 - May 31

Overall Rating

By **June 14, 2019**, each teacher will receive an overall rating, to be reported to the State of Michigan based upon the requirements from the State.

The rating will be one of the following: Ineffective, Minimally Effective, Effective, Highly Effective.

Annual achievement data and growth data

Will be attached in an addendum to the summative evaluation by **June 14, 2019**.

Lesson Plan

Teachers must have a plan readily available for administrators to view in an observation that includes:

- Learning target connected to standard
- Planned activities
- Success criteria

Sample lesson plan template:



Thornapple Kellogg Schools Weekly Lesson Plan



Teacher: _____
Subject: _____
Week of: _____

	Monday	Tuesday	Wednesday	Thursday	Friday
Standard(s)					
Learning Target(s)					
Performance Task(s)					
Success Criteria					
Daily Reflection					

PERFORMANCE STANDARDS / RUBRICS
Occupational Therapist Rubric

APPENDIX F

I. Planning and Preparation

	Unsatisfactory	Basic	Proficient	Distinguished
	Occupational therapist demonstrates little or no knowledge and skill in the therapy area; does not hold necessary certificate or license.	Occupational therapist demonstrates basic knowledge and skill in the therapy area; holds necessary certificate and license.	Occupational therapist demonstrates thorough knowledge and skill in the therapy area; holds necessary certificate or license. Demonstrates the ability to address complex student needs. Displays solid knowledge and makes connections with other parts of the discipline and other disciplines.	Occupational therapist demonstrates extensive knowledge and skill in the therapy area; seeks out additional training in areas of professional interest; holds advanced degree or license. Displays extensive, makes connections with the discipline and other disciplines, and continually seeks to deepen his/her content knowledge.
I.A	Demonstrating knowledge and skill in the Occupational therapist therapy area; holding the relevant certificate and license	Occupational therapist demonstrates little or no knowledge and skill in the therapy area; does not hold necessary certificate or license.	Occupational therapist demonstrates thorough knowledge and skill in the therapy area; holds necessary certificate or license. Demonstrates the ability to address complex student needs. Displays solid knowledge and makes connections with other parts of the discipline and other disciplines.	Occupational therapist demonstrates extensive knowledge and skill in the therapy area; seeks out additional training in areas of professional interest; holds advanced degree or license. Displays extensive, makes connections with the discipline and other disciplines, and continually seeks to deepen his/her content knowledge.
I.B	Establishing goals for the therapy program appropriate to the setting and the students served	Occupational therapist has no clear goals for the therapy program, or they are inappropriate to either the situation or the age of the student(s).	Occupational therapist's goals for the therapy program are clear and appropriate to the situation in the school and to the age of the student(s). Student goals are age/grade appropriate.	Occupational therapist's goals for the therapy program are highly appropriate to the situation in the school and to the age of the student(s) and have been developed following consultations with administrators and teachers. Student goals are age/grade appropriate.
I.C	Demonstrating knowledge of resources both within and beyond the school and district	Occupational therapist demonstrates little or no knowledge of resources for students available through the school or district and an unwillingness to seek knowledge for students.	Occupational therapist demonstrates thorough knowledge of resources for students available through the school or district and some familiarity with resources outside the district. Able to provide contact information of other Occupational therapists and agencies to access for family support.	Occupational therapist demonstrates extensive knowledge of resources for students available through the school or district and in the larger community. Able to provide contact information of other Occupational therapists and agencies to access for family support and facilitate access to outside agencies and organizations.
I.D	Demonstrating knowledge of laws identifying special education services or other handicapping conditions that impact learning	Occupational therapist is not familiar with and does not follow state or federal mandates related to the areas of exceptionality.	Occupational therapist is knowledgeable of and applies state or federally mandated laws and applies these laws to specific student needs.	Occupational therapist is knowledgeable of and applies state or federally mandated laws and applies these laws to specific student needs and stays current of new laws and special education guidelines.
I.E	Planning the therapy program, integrated with the regular school program, to meet the needs of individual students	Therapy program consists of a random collection of unrelated activities, lacking coherence or an overall structure.	Occupational therapist has developed a plan that includes the important aspects of work in the setting.	Occupational therapist's plan in highly coherent and preventative and serves to support students individually, within the broader educational program.
I.F	Demonstrating knowledge of child and adolescent physical, cognitive development	Occupational therapist has little knowledge of child and adolescent development	Occupational therapist has an understanding of child and adolescent development and the ranges of individual variation	Occupational therapist applies the knowledge of child and adolescent development to learning while making intervention decisions

II. The Environment

	Unsatisfactory	Basic	Proficient	Distinguished
	Occupational therapist exercises poor judgment in setting priorities, resulting in confusion, missed deadlines, and conflicting schedules.	Occupational therapist' time management skills are moderately well developed; essential activities are carried out but not always in the most efficient manner.	Occupational therapist exercises good judgment in setting priorities, resulting in clear schedules and important work being accomplished in an efficient manner.	Occupational therapist demonstrates excellent time-management skills, accomplishing all tasks in a seamless manner; teachers and students understand their schedules.
II.A	Organizing time effectively	Occupational therapist exercises poor judgment in setting priorities, resulting in confusion, missed deadlines, and conflicting schedules.	Occupational therapist exercises good judgment in setting priorities, resulting in clear schedules and important work being accomplished in an efficient manner.	Occupational therapist demonstrates excellent time-management skills, accomplishing all tasks in a seamless manner; teachers and students understand their schedules.

II.B	Working within the physical space for testing of students and providing therapy	The evaluation and treatment area is disorganized and poorly prepared to work with students. Materials are difficult to find when needed.	The evaluation and treatment area is moderately well organized and moderately prepared to working with students. Materials are usually available.	The evaluation and treatment area is well organized and prepared; materials are available when needed.	The evaluation and treatment area is highly organized and has been prepared to be inviting to students. Materials are convenient when needed.
II.C	Establishing rapport with students	Occupational therapist's interactions with students are negative or inappropriate; students appear uncomfortable in the testing and treatment.	Occupational therapist's interactions are a mix of positive and negative; the provider's efforts at developing rapport are partially successful.	Occupational therapist's interactions with students are positive and respectful; students appear comfortable in testing and treatment.	Students seek out the therapist, reflecting a high degree of comfort and trust in the relationship.

III. Delivery of Service

		Unsatisfactory	Basic	Proficient	Distinguished
III.A	Responding to referrals and evaluating student needs	Occupational therapist fails to respond to referrals or makes hasty assessments of student needs.	Occupational therapist responds to referrals when pressed and makes adequate assessments of students needs.	Occupational therapist responds to referrals and makes thorough assessments of student needs.	Occupational therapist is proactive in responding to referrals and makes highly competent assessments of student needs.
III.B	Developing and implementing treatment plans to maximize students' success	Occupational therapist fails to develop treatment plans suitable for students, or plans are mismatched with the findings of assessments.	Occupational therapist's plans for students are partially suitable for them or sporadically aligned with identified needs.	Occupational therapist's plans for students are suitable for them and are aligned with identified needs.	Occupational therapist develops comprehensive plans for students, finding ways to creatively meet students' needs and incorporates may related elements.
III.C	Ability to manage crisis situations	Occupational therapist does not manage crisis situations effectively.	Occupational therapist is able to assume some responsibility during crisis situations.	Occupational therapist can successfully meet identified needs and assist with crisis management.	Occupational therapist assumes a leadership role, delegates responsibility, and anticipates consequences and outcomes of crisis situations.
III.D	Collecting information; writing reports	Occupational therapist neglects to collect important information on which to base treatment plans; reports are inaccurate or not appropriate to the audience.	Occupational therapist collects most of important information on which to base treatment plans; reports are accurate but lacking in clarity and not always appropriate to the audience.	Occupational therapist collects all the important treatment plans; reports are accurate and appropriate to the audience.	Occupational therapist is proactive in collecting important information, interviewing teachers, and parents, if necessary; reports are accurate and clearly written and are tailored for the audience.
III.E	Individualized Education Program	Occupational therapist does not participate in the process of creating an Individualized Education Program for an identified student.	Occupational therapist participates in the Individualized Education Program meeting for an identified student but is not instrumental in determining needs for that student.	Occupational therapist participates in the Individualized Education Program meeting for an identified student and is instrumental in determining needs for that student.	Occupational therapist consults and collaborates with other school personnel, the parents, and the student in gathering all information pertinent to developing an Individualized Education Program. The Occupational therapist participates in the Individualized Education Program meeting for an identified student and is instrumental in

IV. Professional Responsibilities (6)

		Unsatisfactory	Basic	Proficient	Distinguished
IV. A.	Relationships with Colleagues	The Occupational therapists relationships with colleagues are negative or self-serving.	The Occupational therapist maintains cordial relationships with colleagues to fulfill the duties that the school or district requires.	Support and cooperation characterize relationships with colleagues. The Occupational therapist maintains an open mind and participates in team or departmental decision-making.	Support and cooperation characterize relationships with colleagues. Occupational therapist takes initiative with others and is highly respected role model among colleagues. The Occupational therapist maintains an open mind and participates in team or departmental decision-making.

IV. B.	Participation in School and District (School/District Involvement)	The Occupational therapist avoids becoming involved in school and district.	The Occupational therapist participates in school/district events/initiatives only when asked/suggested.	The Occupational therapist volunteers to participate in school/district events/initiatives, making multiple and substantial contributions.	The Occupational therapist volunteers to participate in school/district events/initiatives, making multiple and substantial contributions.
IV. C.	Communication with Families (Communicate Student Information)	The Occupational therapist makes no attempt to communicate with families in the counseling/instructional program and seldom works with families to develop interventions that will address problems or challenges related to student learning, behavior, or progress, and/or is ineffective in doing so. The Occupational therapist's maintenance of student information is in disarray.	The Occupational therapist occasionally works with families and/or parents to develop interventions that will address problems or challenges related to student learning, behavior, and progress. The Occupational therapist's maintenance of student information is frequently out of date or unused.	The Occupational therapist's efforts to communicate with families in the counseling/instructional program are successful and frequent. The Occupational therapist is consistently proactive in working with families to develop interventions that will address problems or challenges related to student learning, behavior, and progress. The Occupational therapist's maintenance of student information is accurate and up to date.	The Occupational therapist's efforts to communicate with families in the counseling/instructional program are successful and frequent. The Occupational therapist is consistently proactive in working with families to develop interventions that will address problems or challenges related to student learning, behavior, and progress. The Occupational therapist's maintenance of student information is accurate and up to date.
IV. D.	Professionalism (Professional Attributes)	Occupational therapist displays dishonesty in interactions with colleagues, students, and the public with no regard for confidentiality. Occupational therapist rarely follows building/district policies. Occupational therapist is not alert to students' needs and contributes to school practices that result in some students being ill-served by the school.	Occupational therapist is honest in interactions with colleagues, students, and the public with some regard for confidentiality. Occupational therapist occasionally follows building/district policies. Occupational therapist's attempts to serve students are inconsistent. The Occupational therapist does not knowingly contribute to some students being ill-served by the school.	Occupational therapist can be counted on to hold high standards of honesty, integrity, in interactions with colleagues, students, and the public with high regard for confidentiality. Occupational therapist is highly consistent in following building/district policies. Occupational therapist is highly proactive in serving students.	Occupational therapist can be counted on to hold high standards of honesty, integrity, in interactions with colleagues, students, and the public with high regard for confidentiality. Occupational therapist is highly consistent in following building/district policies. Occupational therapist is highly proactive in serving students.
IV. E.	Enhancement of Content Knowledge and Pedagogical Skill (Professional Development)	The Occupational therapist does not participate in, or does not engage in, professional development activities to enhance knowledge or skill.	The Occupational therapist occasionally participates in professional development activities to enhance knowledge or skill when they are offered.	The Occupational therapist actively engages in professional development. The Occupational therapist views the improvement of his/her content knowledge and pedagogical skill as a professional responsibility and seeks out opportunities to improve.	The Occupational therapist actively engages in professional development. The Occupational therapist often seeks out opportunities for professional development to enhance content knowledge and pedagogical skill above and beyond district expectations.
IV. F.	Planning, Evaluating, and Reflecting on Practice	Occupational therapist has no plan to evaluate the program or resists suggestions that such an evaluation is important. Occupational therapist does not reflect on practice, or the reflections are inaccurate or self-serving.	Occupational therapist has a rudimentary plan to evaluate the counseling program. Occupational therapist's reflection on practice is moderately accurate and objective.	Occupational therapist's plan to evaluate the program is organized around clear goals and the collection of evidence to indicate the degree to which the goals have been met. Occupational therapist's reflection provides and accurate an objective description of practice.	Occupational therapists evaluation plan is highly sophisticated, with imaginative sources of evidence and a clear path toward improving the program on an ongoing basis. Occupational therapist's reflection on practice is highly accurate and perceptive.
V. Professional Growth (1)					
		Unsatisfactory	Basic	Proficient	Distinguished
V. A.	Occupational therapist Goals	Minimal attempt or no attempt made to meet goals.	Some attempts made to meet goals.	Attempts clearly made to meet goals.	Met goal(s) or made significant attempts to meet goals.
VI. Student Growth Data					
d	Competency	Unsatisfactory	Basic	Proficient	Distinguished
VI. A.	Student Growth Plan/Assessments	59% or below demonstrate growth	60%-69% demonstrate growth	70%-89% demonstrated growth	90% and above demonstrated growth

Speech & Language Pathologist Rubric

I. Classroom Environment

A. Creating an Environment of Respect and Rapport

Competency	Unsatisfactory	Basic	Proficient	Distinguished
Classroom Interactions (Knowing and Connecting with Students)	The Speech & Language Pathologist's interaction with at least some students is negative, demeaning, sarcastic, or inappropriate to the age or culture of the students. Students exhibit disrespect for the Speech & Language Pathologist and/or one another.	Speech & Language Pathologist-student interactions are generally appropriate, but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures. Students exhibit only minimal respect for the Speech & Language Pathologist and/or one another.	Speech & Language Pathologist-student interactions are mutually respectful. Such interactions are appropriate to developmental and cultural norms. Students exhibit role respect for the Speech & Language Pathologist and one another.	The Speech & Language Pathologist demonstrates genuine caring and respect for individual students including cultural norms. Students and Speech & Language Pathologist exhibit role respect and rapport with one another.
Possible evidence:	<ul style="list-style-type: none"> background knowledge of student personable conversations positive classroom dynamics (having fun, laughing, smiling) age appropriate interactions hallway connections social contract/behavioral expectations outside connections sharing good things positive student body language risk free environment 			

B. Managing Classroom Procedures

Competency	Unsatisfactory	Basic	Proficient	Distinguished
Management of Materials, Supplies, and Time (Maximize Instructional Time)	Materials are handled inefficiently. There is significant loss of instructional time. Transitions are inefficient.	Routines for handling materials and supplies function moderately well. Transitions are sometimes inefficient. There is loss of instructional time.	Routines for handling transitions, materials and supplies occur smoothly. There is little loss of instructional time.	Routines for handling transitions, materials and supplies are seamless, with students assuming some responsibility for efficient operation. Strategies to maximize instructional time are consistently utilized.
Possible evidence:	<ul style="list-style-type: none"> classroom responsibility charts student jobs classroom expectations established routines classroom agenda bell to bell engagement lesson plans smooth transition times 			

C. Managing Student Behavior

Competency	Unsatisfactory	Basic	Proficient	Distinguished
Expectations, Monitoring, and Responding to Student Behavior (Classroom Management)	No standards of conduct appear to have been established or followed. The students are confused about the classroom expectations. The Speech & Language Pathologist frequently does not respond or responds inappropriately to conduct.	Standards of conduct appear to have been established for some situations. Some students seem to understand the expectations and follow them. The Speech & Language Pathologist does not respond or responds inappropriately to conduct.	Standards of conduct have been established and followed. Expectations of conduct are clear to students. Responses to inappropriate conduct is appropriate, successful, and respects the students' dignity.	Standards of conduct have been established for situations and are followed by students. Expectations appear to have been developed with student participation. Students help monitor their own and other students' behavior. Responses to inappropriate conduct is sensitive to students' individual needs.
Possible evidence:	<ul style="list-style-type: none"> Speech & Language Pathologist response to off task behavior Speech & Language Pathologist response to positive behavior reward system verbal and non-verbal reminders 			<ul style="list-style-type: none"> Speech & Language Pathologist response to inappropriate behavior social contract/behavioral expectations CKH students checking behavior Speech & Language Pathologist response to positive behavior

D. Holding High Expectations for All Learners

Competency	Unsatisfactory	Basic	Proficient	Distinguished
Expectations for Learning and Achievement (High Student Learning Expectations)	The Speech & Language Pathologist conveys a negative attitude toward content. Instructional goals and activities, interactions, and the classroom environment convey only modest expectations for student achievement. Little or no student engagement is evident.	The Speech & Language Pathologist communicates the importance of the work but with little conviction and only minimal apparent buy-in by students. Instructional goals and activities, interactions, and the classroom environment convey inconsistent expectations for student achievement. Some student engagement is evident.	The Speech & Language Pathologist has genuine enthusiasm for the subject and students demonstrate consistent buy-in. Instructional goals and activities, interactions, and the classroom environment convey high expectations for student achievement. Frequent student engagement is evident.	Both students and the Speech & Language Pathologist establish and maintain high expectations for the learning of all students, as evidenced by the quality of learning activities, interactions, and the classroom environment. Consistent student engagement is evident.
Possible evidence:	<ul style="list-style-type: none"> student questioning active participation current curriculum standards students on task essential questions/big ideas extension activities 			
Differentiation for Individual Student Achievement (Differentiated Instruction)	The Speech & Language Pathologist rarely uses effective strategies and techniques for differentiating curriculum and instruction based on student needs.	The Speech & Language Pathologist occasionally uses effective strategies and techniques for differentiating curriculum and instruction based on student needs.	The Speech & Language Pathologist frequently uses effective strategies and techniques for differentiating curriculum and instruction based on student needs.	The Speech & Language Pathologist consistently uses successful strategies and techniques for differentiating curriculum and instruction based on student needs.
Possible evidence:	<ul style="list-style-type: none"> address multiple learning styles students engaged at their appropriate level level groups differentiated questioning leveled assignments/assessments learning accommodations multiple intelligences alternative assignments/assessments differentiated assignments choice charts 			

E. Alignment to Curriculum			
Competency	Unsatisfactory	Basic	Proficient
Lesson/Unit Representation and Alignment to Curriculum (Curriculum Alignment)	Lesson/Unit goals are only loosely based on the district standards and benchmarks. The course of study leaves out many of the district curriculum requirements. Content is inappropriate and unclear.	Lesson/Unit goals are occasionally taken from the district standards and benchmarks. The course of study includes many of the district curriculum requirements, but not all. Content is inconsistent in quality.	The majority of lesson/unit goals are taken from the district standards and benchmarks. The course of study includes most course requirements as stated in the district curriculum. Content is consistent in quality.
I.E.1			Virtually all lesson/unit goals are taken from the district standards and benchmarks. The course of study includes all course requirements as stated in the district curriculum. Content is appropriate and linked well with students' knowledge and experience.
Possible evidence:	<ul style="list-style-type: none"> standard based assessments current curriculum checklists current curriculum standards lesson plans report cards 		
F. Designing Coherent Instruction			
Competency	Unsatisfactory	Basic	Proficient
Lesson Clarity and Communication (Lesson Objective)	Lesson goals are not shared with students.	Lesson goals are not clear to students, and/or they are not told how goal attainment will be measured.	Lesson goals are clearly communicated to students, and students are told how goal attainment will be measured.
I.F.2			Lesson goals are clearly communicated and made relevant to students, and it is clear to students how goal attainment will be measured.
Possible evidence:	<ul style="list-style-type: none"> communicated objective (verbal or written) learning target exit tickets wrap up activity KWL Stars and Wishes rubrics real world connection 		
G. Using Assessment in Instruction			
Competency	Unsatisfactory	Basic	Proficient
Engaging Student in Learning (Student Engagement)	Few students are intellectually engaged or interested. The lesson or unit has no clearly defined structure or the structure is chaotic. Time allocations are unrealistic.	Only minimal thinking done by students, allowing most to be passive or merely compliant. The lesson or unit has a recognizable structure, although the structure is not maintained throughout. Most time allocations are reasonable.	Active intellectual engagement by most students with important and challenging content, and with Speech & Language Pathologist scaffolding to support that engagement. The lesson or unit has a clearly defined structure around which activities are organized. Time allocations are reasonable.
I.F.2			Virtually all students are intellectually engaged in challenging content, through well-designed learning tasks, and suitable scaffolding by the Speech & Language Pathologist. The lesson or unit structure is clear and allows for different pathways according to student need. Time allocations are reasonable and efficient.
Possible evidence:	<ul style="list-style-type: none"> active participation students asking relevant questions students answering questions on task body language active listening note taking relevant technology use student motivation group work engaging scenario experiments literacy interventions 		
G. Using Assessment in Instruction			
Competency	Unsatisfactory	Basic	Proficient
Monitoring Student Learning (Check for Understanding)	Speech & Language Pathologist does not monitor student learning in the curriculum.	Speech & Language Pathologist monitors the progress of the class as a whole but elicits no individual student assessment/feedback. Speech & Language Pathologist's feedback is not timely and not consistent.	Speech & Language Pathologist monitors the progress of groups of students in the curriculum, making use of student assessment/feedback to elicit information. Speech & Language Pathologist's feedback to students is timely and consistent.
I.G.1			Speech & Language Pathologist actively and systematically elicits student assessment/feedback from individual students regarding their understanding and monitors the progress of individual students using multiple methods.
Possible evidence:	<ul style="list-style-type: none"> formative assessments classroom discussion classroom questioning exit ticket written response check for understanding think/pair/share nonverbal cues journaling 		

H. Modeling Thinking and Learning Strategies and Processes			
Competency	Unsatisfactory	Basic	Proficient
I.H.1	The Speech & Language Pathologist demonstrates limited knowledge of how to apply thinking and learning processes and strategies, and/or does not model or teach them, and/or does not require students to use them. Lower level thinking and learning processes characterize classroom instruction and assignments.	The Speech & Language Pathologist occasionally models thinking and learning processes and strategies, and/or does not help students apply these thinking processes and strategies.	The Speech & Language Pathologist frequently models a wide range of thinking and learning processes and strategies, and often helps students apply higher-level thinking processes and strategies. Speech & Language Pathologist questions include scaffolding and require students to use higher order thinking skills.
Possible evidence:	<ul style="list-style-type: none"> exploration learning comprehension/thinking strategies Bloom's taxonomy hands on learning experiments real world application/project based learning thinking maps problem solving application research-based literacy strategies 		The Speech & Language Pathologist consistently and effectively models a wide range of thinking and learning processes and strategies, and consistently requires that students apply these thinking processes and strategies. The use of higher-level thinking and learning strategies are the classroom norm.
I. Demonstrating Content Knowledge and Pedagogical Skill			
Competency	Unsatisfactory	Basic	Proficient
I.I.1	The Speech & Language Pathologist is unwilling, unable, or displays little understanding of the use of different pedagogical practices.	The Speech & Language Pathologist infrequently uses multiple pedagogical practices.	The Speech & Language Pathologist consistently and successfully uses multiple pedagogical practices.
Possible evidence:	<ul style="list-style-type: none"> cooperative learning learning centers direct instruction peer instruction lab/studio activities discussion student engagement demonstration guided practice project based learning Socratic Seminar standardized testing strategies Universal Design for Learning service learning differentiation 		
Competency	Unsatisfactory	Basic	Proficient
I.I.2	The Speech & Language Pathologist consistently makes content errors. The Speech & Language Pathologist does not consistently correct content errors students make. The Speech & Language Pathologist displays little understanding of prerequisite knowledge important for student learning of the content.	The Speech & Language Pathologist displays some content knowledge but cannot articulate connections with other parts of the discipline or with other disciplines. The Speech & Language Pathologist indicates some awareness of prerequisite learning, although such knowledge may be incomplete or inaccurate.	The Speech & Language Pathologist displays solid content knowledge and makes connections with other parts of the discipline and other disciplines. The Speech & Language Pathologist's plans and practices reflect understanding of prerequisite relationships among topics and concepts.
Possible evidence:	<ul style="list-style-type: none"> connection to prior knowledge appropriate assessments questioning discussing big ideas/essential questions engaging scenarios thematic units lecture outcomes learning target knowledge of current curriculum standards multidisciplinary connections 		The Speech & Language Pathologist displays extensive content knowledge and makes connections with the discipline and other disciplines. The Speech & Language Pathologist actively builds on knowledge of prerequisite relationships when describing instruction or seeking causes for student misunderstanding.
II. Professional Responsibilities			
A. Contributing to the School and District			
Competency	Unsatisfactory	Basic	Proficient
I.I.A.1	The Speech & Language Pathologist's relationships with colleagues are negative or self-serving.	The Speech & Language Pathologist maintains cordial relationships with colleagues to fulfill the duties that the school or district requires.	Support and cooperation characterize relationships with colleagues. The Speech & Language Pathologist takes initiative with others and is highly respected role model among colleagues. The Speech & Language Pathologist maintains an open mind and participates in team or departmental decision-making.
Possible evidence:	<ul style="list-style-type: none"> collaborative positive attitude social interaction staff interaction peer coaching sharing ideas professional development 	<ul style="list-style-type: none"> mentoring technology support learning communities friendly approachable relational with all staff subject/departement leadership sharing 	Support and cooperation characterize relationships with colleagues. Speech & Language Pathologist takes initiative with others and is highly respected role model among colleagues. The Speech & Language Pathologist maintains an open mind and participates in team or departmental decision-making.
Competency	Unsatisfactory	Basic	Proficient
I.I.A.2	The Speech & Language Pathologist avoids becoming involved in school and district.	The Speech & Language Pathologist participates in school/district events/initiatives only when asked/suggested.	The Speech & Language Pathologist volunteers to participate in school/district events/initiatives, making contributions.
Possible evidence:	<ul style="list-style-type: none"> school/district committee membership/participation staff events educational pilots attendance at student events volunteering at student events coaching advising before/after school help for students lunch tutoring department chair leading professional development community involvement mentor grant writing 		The Speech & Language Pathologist volunteers to participate in school/district events/initiatives, making multiple and substantial contributions.

B. Communicating with Families			
Competency	Unsatisfactory	Basic	Proficient
Communication with Families (Professional Attributes)	The Speech & Language Pathologist makes no attempt to communicate with families in the instructional program and seldom works with families to develop interventions that will address problems or challenges related to student learning, behavior, or progress, and/or is ineffective in doing so. The Speech & Language Pathologist's maintenance of student information is in disarray.	The Speech & Language Pathologist makes modest and inconsistently successful attempts to communicate with families in the instructional program. The Speech & Language Pathologist occasionally works with families and/or parents to develop interventions that will address problems or challenges related to student learning, behavior, and progress. The Speech & Language Pathologist's maintenance of student information is frequently out of date or unused.	The Speech & Language Pathologist's efforts to communicate with families in the instructional program are successful and regular. The Speech & Language Pathologist usually works well with families to develop interventions that will address problems or challenges related to student learning, behavior, and progress. The Speech & Language Pathologist's maintenance of student information is accurate and frequently up to date.
II.B.1			
Possible evidence:	<ul style="list-style-type: none"> • progress reports • newsletters • phone calls • emails • letters/notes home • personal interactions • weekly updates • websites • social media • promotional items • accurate records • updated grades • student growth updates • contact log 		
C. Professional Behavior			
Competency	Unsatisfactory	Basic	Proficient
Professionalism (Professional Attributes)	Speech & Language Pathologist displays dishonesty in interactions with colleagues, students, and the public with no regard for confidentiality. Speech & Language Pathologist rarely follows building/district policies. Speech & Language Pathologist is not alert to students' needs and contributes to school practices that result in some students being ill-served by the school.	Speech & Language Pathologist is honest in interactions with colleagues, students, and the public with some regard for confidentiality. Speech & Language Pathologist occasionally follows building/district policies. Speech & Language Pathologist's attempts to serve students are inconsistent. The Speech & Language Pathologist does not knowingly contribute to some students being ill-served by the school.	Speech & Language Pathologist is honest in interactions with colleagues, students, and the public with regard for confidentiality. Speech & Language Pathologist consistently follows building/district policies. Speech & Language Pathologist is active in serving students, working to insure that all students receive a fair opportunity to succeed.
II.C.1			
Possible evidence:	<ul style="list-style-type: none"> • staff interactions • student interactions • community interactions • respectful of others opinions • early interventions • role model • professional attire • follows school rules • CKH strategies/philosophy • follow school policies • staff checking behaviors 		
D. Responding to Formative and Summative Assessment Data			
Competency	Unsatisfactory	Basic	Proficient
Enhancement of Content Knowledge and Pedagogical Skill (Professional Development)	The Speech & Language Pathologist does not participate in, or does not engage in, professional development activities to enhance knowledge or skill.	The Speech & Language Pathologist occasionally participates in professional development activities to enhance knowledge or skill when they are offered.	The Speech & Language Pathologist actively engages in professional development. The Speech & Language Pathologist views the improvement of his/her content knowledge and pedagogical skill as a professional responsibility and seeks out opportunities to improve.
II.C.2			
Possible evidence:	<ul style="list-style-type: none"> • online resource • conferences/training • professional readings • professional associations • book clubs • social networking • learning new technology • continuing education classes 		
E. Reflecting on Instruction			
Competency	Unsatisfactory	Basic	Proficient
Evaluate Effectiveness of Instruction (Reflection on Instruction)	Teaching techniques and strategies do not change in response to student data. The Speech & Language Pathologist is unwilling to reflect on his/her instruction.	Teaching techniques and strategies change occasionally in response to student data. Instructional reflection is based on one data source. The Speech & Language Pathologist inaccurately reflects on his/her instruction.	Teaching techniques and strategies change consistently in response to student data making students more successful. Instructional reflection is based on multiple data sources. The Speech & Language Pathologist accurately reflects on his/her instruction.
II.D.1			
Possible evidence:	<ul style="list-style-type: none"> • summative assessment data • formative assessment data • standardized assessment data • local assessment data • surveys • reflection form • altering lesson plans • altering instruction • reflections on data with colleagues • colleague classroom observations • learning community reflection 		
III. Professional Growth			
A. Development toward Professional Growth Plan/Goals			
Competency	Unsatisfactory	Basic	Proficient
Speech & Language Pathologist Goals	Minimal attempt or no attempt made to meet goals.	Some attempts made to meet goals.	Attempt(s) clearly made to meet goals.
III.A.1			

IV. Student Growth

A. Monitors and Demonstrates Increase in Student Achievement

	Unsatisfactory 59% or below demonstrate growth	Basic 60%-69% demonstrate growth	Proficient 70%-89% demonstrated growth	Distinguished 90% and above demonstrated growth
Competency Student Growth Data Possible evidence:				

- Goal is to use triangulated data (state, local, other standardized) -

Social Worker Rubric

I. Planning and Preparation

	Competency	Unsatisfactory	Basic	Proficient	Distinguished
I.A	Demonstrating knowledge of child and adolescent physical, cognitive, and emotional development	The school social worker has little knowledge of child and adolescent development.	The school social worker has basic knowledge of child and adolescent development/	The school social worker has an understanding of child and adolescent development and the ranges of individual variations.	The school social worker applies the knowledge of child and adolescent development to learning while making intervention decisions.
I.B	Establishing goals for the therapy program appropriate to the setting and the students served	The school social worker has no clear goals for the therapy program, or they are inappropriate to either the situation or the age of the student(s).	The school social worker's goals for the therapy program are rudimentary and are partially suitable to the situation and to the age of the student(s). Student goals are age/grade appropriate.	The school social worker's goals for the therapy program are clear and appropriate to the situation in the school and to the age of the student(s). Student goals are age/grade appropriate.	The school social worker's goals for the therapy program are highly appropriate to the situation in the school and to the age of the student(s) and have been developed following consultations with administrators and teachers. Student goals are age/grade appropriate.
I.C	Demonstrating knowledge of resources both within and beyond the school and district	The school social worker demonstrates little or no knowledge of resources for students available through the school or district and an unwillingness to seek knowledge for students.	The school social worker demonstrates basic knowledge of resources for students available through the school or district.	The school social worker demonstrates thorough knowledge of resources for students available through the school or district and some familiarity with resources outside the district. Able to provide contact information of other school social workers and agencies to access for family support.	The school social worker demonstrates extensive knowledge of resources for students available through the school or district and in the larger community. Able to provide contact information of other school social workers and agencies to access for family support and facilitate access to outside agencies and organizations.
I.D	Demonstrating knowledge of cultural diversity & family dynamics and their impact on learning	The school social worker does not understand and is not sensitive to cultural and environmental differences amongst students and their families.	The school social worker has basic knowledge of the cultural and environmental differences amongst students and families.	The school social worker understands the characteristics and effects of cultural and environmental milieu of the student and family including cultural and linguistic diversity.	The school social worker understands the characteristics and effects of the cultural and environmental milieu of the student/family including cultural and linguistic diversity and socioeconomics by providing appropriate interventions.

II. The Environment

	Competency	Unsatisfactory	Basic	Proficient	Distinguished
II.A	Organizing time effectively	The school social worker exercises poor judgment in setting priorities, resulting in confusion, missed deadlines, and conflicting schedules.	The school social worker's time management skills are moderately well developed; essential activities are carried out but not always in the most efficient manner.	The school social worker exercises good judgment in setting priorities, resulting in clear schedules and important work being accomplished in an efficient manner.	The school social worker demonstrates excellent time-management skills, accomplishing all tasks in a seamless manner; teachers and students understand their schedules.
II.B	Working within the physical space for testing of students and providing therapy	The evaluation and treatment area is disorganized and poorly prepared to work with students. Materials are difficult to find when needed.	The evaluation and treatment area is moderately well organized and moderately prepared to working with students. Materials are usually available.	The evaluation and treatment area is well organized and prepared; materials are available when needed.	The evaluation and treatment area is highly organized and has been prepared to be inviting to students. Materials are convenient when needed.
II.C	Establishing rapport with students	The school social worker's interactions with students are negative or inappropriate; students appear uncomfortable in the testing and treatment.	The school social worker's interactions are a mix of positive and negative; the provider's efforts at developing rapport are partially successful.	The school social worker's interactions with students are positive and respectful; students appear comfortable in testing and treatment.	Students seek out the school social worker, reflecting a high degree of comfort and trust in the relationship.

II.D	Consulting with Child Study Team colleagues, directors, and building administrators	The school social worker does not communicate with fellow colleagues or administrators regarding the delivery of services.	The school social worker occasionally communicates with fellow colleagues and/or administrators regarding delivery of services.	The school social worker regularly communicates with colleagues and administrators regarding the delivery of services.	The school social worker consistently communicates with colleagues and administrators and follows through to provide an optimum of delivery services.
III. Delivery of Service					
	Competency	Unsatisfactory	Basic	Proficient	Distinguished
III.A	Responding to referrals and evaluating student needs	The school social worker fails to respond to referrals or makes hasty assessments of student needs.	The school social worker responds to referrals when pressed and makes adequate assessments of students needs.	The school social worker responds to referrals and makes thorough assessments of student needs.	The school social worker is proactive in responding to referrals and makes highly competent assessments of student needs.
III.B	Developing and implementing treatment plans to maximize students' success	The school social worker fails to develop treatment plans suitable for students, or plans are mismatched with the findings of assessments.	The school social worker's plans for students are partially suitable for them or sporadically aligned with identified needs.	The school social worker's plans for students are suitable for them and are aligned with identified needs.	The school social worker develops comprehensive plans for students, finding ways to creatively meet students' needs and incorporates may related elements.
III.C	Demonstrating the ability to counsel individual students and groups of students	The school social worker has difficulty counseling effectively with individuals and/or groups.	The school social worker displays some ability in counseling individual students and groups.	The school social worker is successful in counseling students individually and in groups.	The school social worker is consistently and highly successful in developing counseling relationships and perceiving needs for individual or groups of students.
III.D	Collecting information; writing reports	The school social worker neglects to collect important information on which to base treatment plans; reports are inaccurate or not appropriate to the audience.	The school social worker collects most of the important information on which to base treatment plans; reports are accurate but lacking in clarity and not always appropriate to the audience.	The school social worker collects all the important treatment plans; reports are accurate and appropriate to the audience.	The school social worker is proactive in collecting important information, interviewing teachers, and parents, if necessary; reports are accurate and clearly written and are tailored for the audience.
III.E	Demonstrating the ability to manage crisis situations	The school social worker does not manage crisis situations effectively.	The school social worker is able to assume some responsibility during crisis situations.	The school social worker can successfully meet the identified needs and assist with crisis management.	The school social worker assumes a leadership role, delegates responsibility, and anticipates consequences and outcomes of crisis situations.
III.F	Individualized Education Program	The school social worker does not participate in the process of creating an IEP for an identified student.	The school social worker participates in the IEP meeting for an identified student but is not instrumental in determining needs for that student.	The school social worker participates in the IEP meeting for an identified student and is instrumental in determining needs for that student.	The school social worker consults and collaborates with other school personnel, the parents, and the student in gathering all pertinent information pertinent to developing the IEP. The school social worker participates in the IEP meeting for an identified student and is instrumental in identifying the needs for that student.

IV. Professional Responsibilities (6)

	Competency	Unsatisfactory	Basic	Proficient	Distinguished
IV. A.	Relationships with Colleagues	The school social worker's relationships with colleagues are negative or self-serving.	The school social worker maintains cordial relationships with colleagues to fulfill the duties that the school or district requires.	Support and cooperation characterize relationships with colleagues. The school social worker maintains an open mind and participates in team or departmental decision-making.	Support and cooperation characterize relationships with colleagues. School social worker takes initiative with others and is highly respected role model among colleagues. The school social worker maintains an open mind and participates in team or departmental decision-making.

IV. B.	Participation in School and District (School/District Involvement)	The school social worker avoids becoming involved in school and district.	The school social worker participates in school/district events/initiatives only when asked/suggested.	The school social worker volunteers to participate in school/district events/initiatives, making contributions.	The school social worker volunteers to participate in school/district events/initiatives, making multiple and substantial contributions.
IV. C.	Communication with Families (Communicate Student Information)	The school social worker makes no attempt to communicate with families in the counseling/instructional program and seldom works with families to develop interventions that will address problems or challenges related to student learning, behavior, or progress, and/or is ineffective in doing so. The school social worker's maintenance of student information is in disarray.	The school social worker makes modest and inconsistently successful attempts to communicate with families in the counseling/instructional program. The school social worker occasionally works with families and/or parents to develop interventions that will address problems or challenges related to student learning, behavior, and progress. The school social worker's maintenance of student information is frequently out of date or unused.	The school social worker's efforts to communicate with families in the counseling/instructional program are successful and frequent. The school social worker is consistently proactive in working with families to develop interventions that will address problems or challenges related to student learning, behavior, and progress. The school social worker's maintenance of student information is accurate and frequently up to date.	The school social worker's efforts to communicate with families in the counseling/instructional program are successful and frequent. The school social worker is consistently proactive in working with families to develop interventions that will address problems or challenges related to student learning, behavior, and progress. The school social worker's maintenance of student information is accurate and up to date.
IV. D.	Professionalism (Professional Attributes)	School social worker displays dishonesty in interactions with colleagues, students, and the public with no regard for confidentiality. School social worker rarely follows building/district policies. School social worker is not alert to students' needs and contributes to school practices that result in some students being ill-served by the school.	School social worker is honest in interactions with colleagues, students, and the public with some regard for confidentiality. School social worker occasionally follows building/district policies. School social worker's attempts to serve students are inconsistent. The school social worker does not knowingly contribute to some students being ill-served by the school.	School social worker is honest in interactions with colleagues, students, and the public with regard for confidentiality. School social worker consistently follows building/district policies. School social worker is active in serving students, working to insure that all students receive a fair opportunity to succeed.	School social worker can be counted on to hold high standards of honesty, integrity, in interactions with colleagues, students, and the public with high regard for confidentiality. School social worker is highly consistent in following building/district policies. School social worker is highly proactive in serving students.
IV. E.	Enhancement of Content Knowledge and Pedagogical Skill (Professional Development)	The school social worker does not participate in, or does not engage in, professional development activities to enhance knowledge or skill.	The school social worker occasionally participates in professional development activities to enhance knowledge or skill when they are offered.	The school social worker actively engages in professional development. The school social worker views the improvement of his/her content knowledge and pedagogical skill as a professional responsibility and seeks out opportunities to improve.	The school social worker actively engages in professional development. The school social worker often seeks out opportunities for professional development to enhance content knowledge and pedagogical skill above and beyond district expectations.
IV. F.	Planning, Evaluating, and Reflecting on Practice	School social worker has no plan to evaluate the program or resists suggestions that such an evaluation is important. School social worker does not reflect on practice, or the reflections are inaccurate or self-serving.	School social worker has a rudimentary plan to evaluate the counseling program. School social worker's reflection on practice is moderately accurate and objective.	School social worker's plan to evaluate the program is organized around clear goals and the collection of evidence to indicate the degree to which the goals have been met. School social worker's reflection provides and accurate an objective description of practice.	School social worker's evaluation plan is highly sophisticated, with imaginative sources of evidence and a clear path toward improving the program on an ongoing basis. School social worker's reflection on practice is highly accurate and perceptive.

V. Professional Growth (1)

	Unsatisfactory	Basic	Proficient	Distinguished
V. A.	Minimal attempt or no attempt made to meet goals.	Some attempts made to meet goals.	Attempts clearly made to meet goals.	Met goal(s) or made significant attempts to meet goals.

VI. Student Growth Data

d	Unsatisfactory	Basic	Proficient	Distinguished
VI. A.	59% or below demonstrate growth	60%-69% demonstrate growth	70%-89% demonstrated growth	90% and above demonstrated growth

School Psychologist Rubric

I. Planning and Preparation				
Competency	Unsatisfactory	Basic	Proficient	Distinguished
I.A	School Psychologist demonstrates little or no knowledge of special education laws and procedures	School Psychologist demonstrates basic knowledge of special education laws and procedures	School Psychologist demonstrates thorough knowledge of special education laws and procedures. Can articulate and define examples of diagnostic criteria.	School Psychologist demonstrates thorough knowledge of special education laws and procedures. Can articulate and define examples of diagnostic criteria and can distinguish levels of appropriate services.
I.B	The school psychologist does not understand and is not sensitive to cultural and environmental differences amongst students and their families	The school psychologist has basic knowledge of the cultural and environmental differences amongst students and their families	The school psychologist understands the characteristics and effects of the cultural and environmental milieu of the student and family including cultural and linguistic diversity	The school psychologist understands the characteristics, effects of the cultural and environmental milieu of the student/family including cultural and linguistic diversity and socioeconomics by providing appropriate interventions.
I.C	The school psychologist has no knowledge of the district philosophy, school mission statement, and department goals.	The school psychologist has knowledge of the district philosophy, school mission statement and department goals.	The school psychologist follows the district philosophy, school mission statement and department goals.	The school psychologist follows and is involved in implementing the district philosophy, school mission statement and department goals.
I.D	The school psychologist demonstrates little or no knowledge of resources for students available through the school or district and an unwillingness to seek knowledge for students.	The school psychologist demonstrates basic knowledge of resources for students available through the school or district.	The school psychologist demonstrates thorough knowledge of resources for students available through the school or district and some familiarity with resources outside the district. Able to provide contact information of other service providers and agencies to access for family support.	The school psychologist demonstrates extensive knowledge of resources for students available through the school or district and in the larger community. Able to provide contact information of other service providers and agencies to access for family support and facilitate access to outside agencies and organizations.
I.E	The school psychologist has little knowledge of child and adolescent development	The school psychologist has basic knowledge and of child and adolescent development	The school psychologist has an understanding of child and adolescent development and the ranges of individual variation	The school psychologist applies the knowledge of child and adolescent development to learning while making intervention decisions.
II. The Environment				
Competency	Unsatisfactory	Basic	Proficient	Distinguished
II.A	School psychologist exercises poor judgment in setting priorities, resulting in confusion, missed deadlines and conflicting schedules	School psychologist's time management skills are moderately well developed; essential activities are carried out but not always in the most efficient manner	School psychologist exercises good judgment in setting priorities, resulting in clear schedules and important work being accomplished in an efficient manner.	School psychologist demonstrates excellent time-management skills, accomplishing all tasks in a seamless manner; teacher and students understand their schedules.
II.B	The school psychologist does not communicate with fellow colleagues or administration regarding delivery of services.	The school psychologist occasionally communicates with fellow administrator regarding delivery of services	The school psychologist regularly communicates with fellow administrators regarding delivery of services	The school psychologist consistently takes in information from fellow colleagues or administration and follows through to provide the optimum delivery of services.
II.C	School psychologist interactions with students are negative or inappropriate; students appear uncomfortable in the testing environment	School psychologist's interactions are a mix of positive and negative; the providers' efforts at developing rapport are partially successful	School psychologist's interactions with students are positive and respectful; students appear comfortable in testing environment	Students seek out the provider, reflecting a high degree of comfort and trust in the relationship.

II.D	Working within the physical space for testing of students and providing therapy	The evaluation and treatment area is disorganized and poorly prepared to work with students. Materials are difficult to find when needed.	The evaluation and treatment area is moderately well organized and moderately prepared to working with students. Materials are usually available.	The evaluation and treatment area is well organized and prepared; materials are available when needed.	The evaluation and treatment area is highly organized and has been prepared to be inviting to students. Materials are convenient when needed.
III. Delivery of Service					
	Competency	Unsatisfactory	Basic	Proficient	Distinguished
III.A	Responding to referrals and evaluating student needs	School psychologist fails to respond to referrals or makes hasty assessments of student needs	School psychologist responds to referrals when pressed and makes adequate assessments of student needs	School psychologist responds to referrals and makes thorough assessments of student needs.	School psychologist is proactive in responding to referrals and makes highly competent assessments of student needs.
III.B	Conducting special education evaluations to inform eligibility, service, and programming decisions	School psychologist conducts evaluations that are completed past the compliance due dates and/or are inappropriate for the student	School psychologist conducts evaluations that are completed by compliance due date but are limited in appropriateness for the student being evaluated and/or are limited in providing instructionally relevant information	School psychologist conducts evaluations that are completed by compliance due date, are appropriate for the student being evaluated and are informative for instructional and/or programming purposes	School psychologist conducts evaluations that are completed by compliance due date, effectively communicates evaluation findings to school staff through written reports and conferences and/or utilizes evaluation findings to inform accurate eligibility, placement and service decisions.
III.C	Utilizing appropriate assessment and data collection methods	School psychologist uses assessment and data collection methods that are inappropriate for the purpose and/or are administered, scored, or interpreted incorrectly	School psychologist uses assessment and data collection methods that are appropriate for the student, are administered, scored and interpreted correctly, but are limited in variety for the intended purpose or limited in individualization for the specific student	School psychologist uses assessment and data collection methods that are appropriate for intended purpose, appropriate and individualized for the specific student's cultural, linguistic and disability background and of sufficient variety for the intended purpose	School psychologist uses assessment and data collection methods that are appropriate for intended purpose. Additionally, the school psychologist applies evaluation data and findings to intervention, instruction, programming and services through written reports, intervention plans and meetings/ conferences with parents and/or school staff.
III.D	Contributes to intervention practices for academic, social-emotional, and behavioral domains	School psychologist lacks knowledge about intervention strategies and practices. Fails to take advantage of opportunities to engage in continued professional growth and learning	School psychologist is responsive to opportunities to contribute to intervention practices but contributions are insufficient to meet expectations of school/role.	School psychologist contributes to intervention practices in a manner that meets the expectations of the role/school. Helps develop intervention plans for individual students or small groups of students.	School psychologist contributes to intervention practices in a manner that exceeds the expectations of the role/school. Helps develop intervention plans for individual student or small groups of students. Also serves as a member of student level teams (e.g. intervention team, problem solving team, etc.)
III.E	Demonstrating the ability to manage crisis situations	The school psychologist does not manage crisis situations effectively.	The school psychologist is able to assume some responsibility during crisis situations.	The school psychologist can successfully meet the identified needs and assist with crisis management.	The school psychologist assumes a leadership role, delegates responsibility, and anticipates consequences and outcomes of crisis situations.

IV. Professional Responsibilities (6)

	Competency	Unsatisfactory	Basic	Proficient	Distinguished
IV.A.	Relationships with Colleagues	The School Psychologist's relationships with colleagues are negative or self-serving.	The School Psychologist maintains cordial relationships with colleagues to fulfill the duties that the school or district requires.	Support and cooperation characterize relationships with colleagues. The School Psychologist maintains an open mind and participates in team or departmental decision-making.	Support and cooperation characterize relationships with colleagues. School Psychologist takes initiative with others and is highly respected role model among colleagues. The School Psychologist maintains an open mind and participates in team or departmental decision-making.
IV.B.	Participation in School and District (School/District Involvement)	The School Psychologist avoids becoming involved in school and district.	The School Psychologist participates in school/district events/initiatives only when asked/suggested.	The School Psychologist volunteers to participate in school/district events/initiatives, making contributions.	The School Psychologist volunteers to participate in school/district events/initiatives, making multiple and substantial contributions.

IV. C.	Communication with Families (Communicate Student Information)	The School Psychologist makes no attempt to communicate with families in the counseling/instructional program and seldom works with families to develop interventions that will address problems or challenges related to student learning, behavior, or progress, and/or is ineffective in doing so. The School Psychologist's maintenance of student information is in disarray.	The School Psychologist makes modest and inconsistently successful attempts to communicate with families in the counseling/instructional program. The School Psychologist occasionally works with families and/or parents to develop interventions that will address problems or challenges related to student learning, behavior, and progress. The School Psychologist's maintenance of student information is frequently out of date or unused.	The School Psychologist's efforts to communicate with families in the counseling/instructional program are successful and regular. The School Psychologist usually works well with families to develop interventions that will address problems or challenges related to student learning, behavior, and progress. The School Psychologist's maintenance of student information is accurate and frequently up to date.	The School Psychologist's efforts to communicate with families in the counseling/instructional program are successful and frequent. The School Psychologist is consistently proactive in working with families to develop interventions that will address problems or challenges related to student learning, behavior, and progress. The School Psychologist's maintenance of student information is accurate and up to date.
IV. D.	Professionalism (Professional Attributes)	School Psychologist displays dishonesty in interactions with colleagues, students, and the public with no regard for confidentiality. School Psychologist rarely follows building/district policies. School Psychologist is not alert to students' needs and contributes to school practices that result in some students being ill-served by the school.	School Psychologist is honest in interactions with colleagues, students, and the public with some regard for confidentiality. School Psychologist occasionally follows building/district policies. School Psychologist's attempts to serve students are inconsistent. The School Psychologist does not knowingly contribute to some students being ill-served by the school.	School Psychologist is honest in interactions with colleagues, students, and the public with regard for confidentiality. School Psychologist consistently follows building/district policies. School Psychologist is active in serving students, working to ensure that all students receive a fair opportunity to succeed.	School Psychologist can be counted on to hold high standards of honesty, integrity, in interactions with colleagues, students, and the public with high regard for confidentiality. School Psychologist is highly consistent in following building/district policies. School Psychologist is highly proactive in serving students.
IV. E.	Enhancement of Content Knowledge and Pedagogical Skill (Professional Development)	The School Psychologist does not participate in, or does not engage in, professional development activities to enhance knowledge or skill.	The School Psychologist occasionally participates in professional development activities to enhance knowledge or skill when they are offered.	The School Psychologist actively engages in professional development. The School Psychologist views the improvement of his/her content knowledge and pedagogical skill as a professional responsibility and seeks out opportunities to improve.	The School Psychologist actively engages in professional development. The School Psychologist often seeks out opportunities for professional development to enhance content knowledge and pedagogical skill above and beyond district expectations.
IV. F.	Planning, Evaluating, and Reflecting on Practice	School Psychologist has no plan to evaluate the program or resists suggestions that such an evaluation is important. School Psychologist does not reflect on practice, or the reflections are inaccurate or self-serving.	School Psychologist has a rudimentary plan to evaluate the counseling program. School Psychologist's reflection on practice is moderately accurate and objective.	School Psychologist's plan to evaluate the program is organized around clear goals and the collection of evidence to indicate the degree to which the goals have been met. School Psychologist's reflection provides and accurate an objective description of practice.	School Psychologist's evaluation plan is highly sophisticated, with imaginative sources of evidence and a clear path toward improving the program on an ongoing basis. School Psychologist's reflection on practice is highly accurate and perceptive.
V. Professional Growth (1)					
V. A.	Competency School Psychologist Goals	Unsatisfactory Minimal attempt or no attempt made to meet goals.	Basic Some attempts made to meet goals.	Proficient Attempts clearly made to meet goals.	Distinguished Met goal(s) or made significant attempts to meet goals.
VI. Student Growth Data					
d	Competency	Unsatisfactory	Basic	Proficient	Distinguished
VI. A.	Student Growth Plan/Assessments	59% or below demonstrate growth	60%-69% demonstrate growth	70%-89% demonstrated growth	90% and above demonstrated growth

APPENDIX G

THORNAPPLE KELLOGG SCHOOL DISTRICT

INDIVIDUALIZED DEVELOPMENT PLAN
PROBATIONARY TEACHER

Teacher_____

Date_____

Building_____

Position_____

School Year_____

Date of Hire_____

Probationary Year: 1st 2nd 3rd 4th

Probationary teachers who have completed one year of probationary service shall receive an Individualized Development Plan (Appendix C) at the beginning of the evaluation process. This plan shall be developed by the appropriate administrator in consultation with the teacher. The IDP that follows represents the minimum performance expectation for the teacher.

Goal One:

Purpose of Goal:

Teacher Plan:

Goal Two:

Purpose of Goal:

Teacher Plan:

Goal Three:

Purpose of Goal:

Teacher Plan:

Administrator's Signature

Date

The IDP was developed in consultation with me.

Teacher's Signature

Date

APPENDIX H

THORNAPPLE KELLOGG EDUCATION ASSOCIATION
PROFESSIONAL GRIEVANCE REPORT

Grievance #: _____

Copies to: Teacher, Principal/Supervisor, Association, Superintendent

Name of Grievant _____ Building _____

Date of alleged occurrence _____

Step 1 Informal discussion Date _____

Administration Signature _____

Association Signature _____

Step 2 Principal (or immediate supervisor)

A. Statement of grievance: **Attached**

Contract Articles(s)/Section(s) Violated: **Attached**

Relief sought: **Attached**

Date _____

Signature of Grievant/Association _____

B. Disposition by principal/Supervisor: **Attached**

Date _____

Signature of Principal/Supervisor _____

C. Position of Grievant and/or Association: **Attached**

Date _____

Signature of Grievant/Association _____

Step 3 Superintendent Level

A. Date received _____

Date of Superintendent meeting _____

APPENDIX I

THORNAPPLE KELLOGG SCHOOL DISTRICT JOB SHARE PROPOSAL

Teacher_____

Date_____

Teacher_____

Position_____

Building_____

School Year_____

This written application shall be made by March 1st of each year to the building principal and the superintendent or designee.

Please explain how you will address each of the following:

1. Hours of work:

2. Methods of communication with parents, each other, and principal:

3. Job Duties:

- Supervision (recess/bus)

- Planning Times

- Staff Meetings

- Records' Day

- In-service/Staff Development Days
- Open House
- Parent-teacher Conferences
- Reports Cards
- Child Study Referrals and Team Meetings
- Instruction of Curriculum

Teacher's Signature

Date

Teacher's Signature

Date

Principal's Signature

Date

Superintendent's Signature

Date

APPENDIX J

The parties agree that the following provisions will apply if a seven (7) period day is reinstated at secondary level:

1. When these secondary standards are exceeded, in a seven period day, the teacher shall be compensated for each additional student per class period at the rate of \$4.00 per week.

2. Class size for a seven period day

Social Studies)	
English)	
General Education)	25 students
Mathematics)	
Science)	
Enrichment)	
Foods*)	25 students
Industrial Arts)	
Explore. Design)	20 students
Art)	25 students
Physical Education)	35 students

For the Association

Board President

Date

Date

LETTER OF AGREEMENT

KENT INTERMEDIATE SCHOOL DISTRICT AND THORNAPPLE KELLOGG EDUCATION ASSOCIATION

In conjunction with the Special Education Services Agreement entered into between Thornapple Kellogg School District ("Local Districts") and the Kent Intermediate School District ("Kent ISD"), effective August 1, 2004, the Thornapple Kellogg Education Association ("Association") and the Kent ISD agree to the following:

1. All special education personnel transferred from the Local District to the Kent ISD pursuant to the Special Education Services Agreement ("Transferred Personnel") will continue to be unit members only in the Local District's bargaining unit.

2. The Kent ISD agrees to sign and adhere to the Local District's collective bargaining agreement as a joint employer with the Local District for the Transferred Personnel.

3. All terms and conditions of employment of any Transferred Personnel shall continue to be governed by the collective bargaining agreement between the Local District and the Association. Beyond the changes identified in this Letter of Agreement, the addition of the Kent ISD as a joint employer of the Transferred Personnel and a signatory to Association's bargaining agreement with the Local District shall not operate to change the wages or other terms and conditions of employment as established in the Local District's bargaining agreement.

4. Transferred Personnel will not be covered by nor entitled to any benefits, rights, privileges or responsibilities under the collective bargaining agreement between the Kent ISD and KCEA/KIEA which covers solely the ISD's professional staff.

5. The Association acknowledges that the Kent ISD, as a joint employer of Transferred Personnel, shall act as the fiscal agent of those employees and shall be solely responsible for the payment of wages to and insurance benefit premiums for the Transferred Personnel. The compensation of any Transferred Personnel will be in accordance with the terms of the Collective Bargaining Agreement with the employee's Local District, except Kent ISD may adjust the timing of payments and similar procedural issues to coordinate with its pay cycles.

6. The Association and administration will evaluate and may renew this Agreement at the expiration of this Contract.

Kent Intermediate School District _____ Education Association Kent County Education Association

By: _____ By: _____ By: _____

Date: _____ Date: _____ Date: _____

EDUCATION ASSOCIATION

BOARD OF EDUCATION

BY 
Association Chief Negotiator

BY 
Board Chief Negotiator

BY 
Association President

BY David R Smith
Board Representative

BY _____
KCEA/MEA/NEA President

BY _____
Board Representative

BY _____
KCEA/MEA/NEA Uniserv Director

Dated the 13 Day of August, 2018