

DELTON KELLOGG EDUCATION ASSOCIATION

MASTER AGREEMENT

2026 – 2028

Delton Kellogg School District
Barry County, Michigan

In Partnership for Excellence in Education

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COLLECTIVE BARGAINING AGREEMENT

This Agreement is made as of the date hereinafter set forth by and between Delton Kellogg Schools, Counties of Barry and Allegan, acting by and through its Board of Education (hereafter the "School" or "Board") and the Unified Bargaining Council, MEA/NEA (hereafter the "Association").

PREAMBLE

WHEREAS, the Board has a statutory obligation, pursuant to the Michigan Public Employment Relations Act as amended ("Act") to bargain with the Association as representative of its teaching personnel in respect to rates of pay, wages, hours of employment or other conditions of employment.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements herein contained, it is agreed as follows:

WITNESSETH:

ARTICLE I: RECOGNITION

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of the Act, for all certificated personnel and non-certificated counselors and media specialists, excluding substitutes, administrators, supervisors, and all other employees.

B. The Board agrees not to negotiate with any teachers' organizations substituted other than the Association for the duration of this Agreement.

C. The Association hereby designates the Delton Kellogg Education Association (hereafter "DKEA") as its local agent for purposes of contract administration.

D. The Board agrees to notify the Association within thirty (30) days of hire of any certified personnel and non-certified counselors and media specialists covered under this agreement.

ARTICLE II: TEACHERS' RIGHTS

Teachers' Hours

1. The teachers' normal teaching hours in the Elementary, Middle and High Schools shall be as follows:

   Teacher Report Time: 7:40 AM to 3:00 PM

   School start times:

   Elementary: 7:45 AM to 2:50 PM

   Middle/High: 7:55 AM to 2:50 PM

   a) Each teacher shall be furnished with a website to report unavailability for work. A teacher shall report such unavailability before 6:00 AM unless the reason for such unavailability shall arise after such time or extenuating circumstances shall make it impossible for the teacher to follow such procedure.

2. The Superintendent and the Association President will create a small group that will make future recommendations regarding the structure, function and implementation of teacher meetings.

   If provisions of the Revised School Code or the State School Aid Act requires increased hours, the parties agree to comply by extending teacher/student instructional time.

3. Staff meetings will take place on the designated 1/2 days of school plus an additional meeting on the months that ½ day PD days are not scheduled.

4. Dismissal time during inclement weather will be after bus departure.

Teaching Loads and Assignments

1. Mentor Teacher

   a. A Mentor Teacher shall be defined as a master teacher as identified in section 1526 of the Revised School Code and shall perform the duties of a master teacher as specified in the code. The Mentor Teacher shall be a member of the bargaining unit.

   b. Each bargaining unit member in their first three (3) years in the classroom shall be assigned a Mentor Teacher by the Association with the approval of the Administration. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.

   c. The Mentor Teacher assignment shall be for one (1) year subject to review by the

Mentor Teacher and Mentee after two (2) months. The appointment may be renewed in succeeding years.

d. Because the purpose of the mentor/mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be focused on developing mentee skills, be confidential and shall not in any fashion be a matter included in the evaluation of the Mentor Teacher or Mentee. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other. Further, the Mentor Teacher shall not be called as a witness in any grievance or administrative hearing involving the Mentee nor shall the Mentee be called as a witness in any grievance or administrative hearing involving the Mentor Teacher.

e. During the first semester/trimester of employment, the Mentor Teacher will meet with the Mentee for a maximum of one and one half (1 ½) hours twice a month. For each semester/trimester following, the meeting time will not exceed one and one-half (1 ½) hours monthly. Meeting time, whenever possible, should be scheduled before or after the regular school day. Mentor/mentee meetings beyond those stated above require preapproval by the building administrator and will be paid at a rate of twenty-eight dollars ($28.00) per hour.

f. Mentees shall be provided with a minimum of fifteen (15) days of professional development induction during their first three (3) years of classroom teaching. Professional development shall be scheduled within the parameters of the regular workday and work year.

g. Topics to be discussed between the Mentor Teacher and Mentee shall include:

(1) First Semester/trimester:

(a) Contract overview
(b) Insurance and other beginning year forms
(c) Parent resource handbook, Student Handbook
(d) Effective teaching strategies
(e) Effective classroom management strategies
(f) Planning and procedures

(2) Each of the following semesters/trimester will be used to revisit items of need.

h. Mentor Teachers shall receive a stipend of twenty-eight dollars ($28.00) per hour for their service.

2. Teachers shall not normally be assigned outside the scope of their teaching certificates and their qualifications, unless the district has been given an emergency certification from the Michigan Department of Education.

3. Each teacher's schedule shall include one (1) class period daily for conference and/or preparation and planning. An elementary/specials teacher shall have on the average for each full school week during each marking period two hundred fifty (250) minutes of planning/conference time. Except as the professional responsibilities of a teacher may temporarily otherwise require, the teacher shall receive not less than a twenty-five (25)

minute contiguous block of such planning/conference time each school day.

4. Class Size - It is recognized by the School that the pupil-teacher ratio is an important aspect of an effective educational program. Accordingly, the Board and the Association agree to the following class size maximums:

Elementary (Kindergarten through sixth (6th) grade)

Level	Class Size
Developmental K	18
K-1	24
2-3	25
4-6	26
Elementary Specials	30 *26 DK1
Notes	
Split Classes: Three less than the guidelines listed herein.	
Special Education: Consistent with the ISD maximum caseload requirements as outlined in the Special Education Plan approved by the state.	

Secondary (Seventh (7th) through twelfth (12th) grade)

General	30
Computers	30
Industrial Arts	25
Drafting/Life Management	27
Art	28
Physical Education	40
Weight Training	25
Virtual Learning	30
NOTES	
Special Education Caseload numbers shall be paid as an overage at the Secondary level (6-12) when caseload numbers exceed 24 students. At the primary level PK-6, when caseloads exceed 20 students as per the Intermediate School District's	

recommendations in 2026.

Secondary Independent Students - $100 per child, per term

*Notation: We will use the overage format for calculating attendance. Prorated based on days enrolled for the semester, beginning after the second Friday.

If the enrollment in an individual class exceeds the above stated maximums on or after the second Friday, the affected teacher(s) and Association President or their designee shall consult with the building principal and mutually agree to one of the following options; namely:

(1) Waiver of the applicable guideline in writing,

(2) Appointment of additional staff,

(3) Payment of a premium for each student above the stated maximums in the amount of one hundred seventy-five dollars ($175.00) per semester at the elementary level (K-6) and seventy five dollars ($75.00) per semester or Sixty-three Dollars and 00/100 ($63.00) per trimester at the secondary level prorated per day, or,

(4) Some other mutually acceptable resolution.

If both parties do not agree, the superintendent will have final authority to make the decision. That decision will be final.

a. Alternative Education Overage

If the total semester Full Time Equivalent (FTE) enrollment for alternative education exceeds forty (40) FTE students per teacher, the district will pay a premium of seventy-five dollars ($75.00) per 1.0 FTE student, without proration of any kind. This provision does not apply to Content Area Mentor Teachers.

b) All teachers will be required to participate in and attend parent-teacher conferences/in-service and there will be no extra pay. However, in no instance shall the schedule for the two (2) days exceed the normal total hours for two (2) days of regular instruction.

c) DPPD: Teachers are expected to attend and actively participate in DPPD. Documentation may be required if a sick day is requested.

d) Part time positions

a. Part time positions will be posted to current staff first. If no current staff members accept these part time positions, they will be offered to teachers on layoff who are certified and qualified. These postings will run concurrently.

b. As long as part time positions exist or are offered, those on layoff, refusing recall to these part time positions, will maintain their seniority.

c. Part time positions of .75 or higher will receive full insurance benefits. Part time less than .75 are eligible for prorated insurance benefits and prorated planning time. Planning time proration is based on building planning times.

B. Teaching Conditions

a) The School recognizes that appropriate supplies and equipment are tools of the teaching profession which the School agrees to supply within the means of the budget. Teachers, either individually or committees, will be given the opportunity to make recommendations through administratively established procedures. The Association recognizes the right of the School to make all final decisions upon such recommendations.

b) The following legal holidays shall be observed as non-instructional days: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.

c) The school improvement process is a cooperative endeavor and shall be a mutual partnership between the Association and the Board.

d) On days when road or weather conditions are such that buses do not operate, teachers will not be required to report to school.

e) All teachers shall be entitled to a duty-free uninterrupted lunch period of thirty (30) minutes. This duty-free lunch period is subject to emergencies or problems connected with inclement weather.

f) When an elementary/specials teacher(s) assumes the duties of a peer as well as their normal duties, one of the following options shall be implemented:

Option 1: If a teacher takes an entire class in addition to their class for any time longer than fifteen (15) minutes, they will be compensated at twenty-eight dollars (28.00) a period.

Option 2: If a class of students is split between team members or grade level teachers, the compensation of twenty-eight ($28.00) per period.

7. The school calendar with legal holidays and vacation periods will be as listed in the Appendix. No deviations from this agreed schedule shall be made unless accepted by the Association and the Board. The Board, after consultation with the Association, may modify or extend the School Calendar in order to comply with membership days or other requirements imposed by State law or regulations.

8. The Board will not discriminate against any teacher with regard to wages, hours, and other terms and conditions of employment, by reason of such teacher's membership in any recognized political party, or by reason of any teacher's choice not to become a member of any recognized political party. Additionally, the School will not discriminate against any teacher with regard to wages, hours and other terms and conditions of employment by reason of the teacher's membership in any religious organization, or by reason of the teacher's lack of membership in any religious organization. The Association agrees that its members will not seek to advance any political cause in the classrooms and that its members will abide by the constitutional requirements with regard to the teaching of the

religious beliefs of any particular religious sect in the school classrooms. The Association further agrees that its members will not participate in any activity which would be a violation of the conflict of interest statutes of the State of Michigan.

9. The School agrees that it will not discriminate against any teacher with regard to wages, hours, and other terms and conditions of employment by reason of such teacher's membership in the Association, or lack thereof, or by reason of any teacher's race, religion, or lack thereof, color, national origin, age, sex, sexual orientation**,** or marital status. The Association agrees that it will not discriminate with regard to its representation of the teachers by reason of such teacher's race, religion, or lack thereof, color, national origin, age, sex, sexual orientation**,** or marital status.

10. Professional staff shared between buildings will receive a number of planning minutes not less than the average number of minutes allocated to staff members between those assigned buildings. Travel time for shared staff will not be less than ten minutes and includes student passing time.

11. Any curriculum work, professional development outside of the contract, school improvement committee work, and professional learning community will be paid at a rate of twenty-eight dollars ($28.00) per hour. The above listed pay rate does not include the IEP process or IRIP process. Those are part of our professional duties.

12. Should the 4th grade Mackinac trip be scheduled over a weekend in the future, chaperone teachers will be compensated two (2) days at the compensatory rate of twenty-eight dollars ($28.00) per hour. Each day is 7.33 hours.

Promotions

1. Any teacher who shall be promoted to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as they may have had under this Agreement prior to such promotion to supervisory or executive status.

Association Responsibilities

1. Strikes and Sanctions

a) During the term of this Agreement neither the Association nor any persons acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of a teacher from their position, or stoppage of work, or abstinence in whole or in part, from the full, faithful and proper performance of the teacher duties of employment) or the imposing of sanctions for any purpose whatsoever against this District.

b. Reprisals

1. The Association will not support the action of any teacher taken in violation of this Article, nor will it directly or indirectly take reprisals of any kind against a teacher who continues or attempts to continue the full, faithful and proper performance of their

contractual duties or who refuses to participate in any of the activities prohibited by this Article.

2. The Association agrees that it will neither take nor threaten to take any reprisals, directly or indirectly, against any supervisory or executive officials because of any decisions, actions or statements made either personally or in the course of their official duty relative to collective bargaining. The Association further agrees that it will neither take nor threaten to take any reprisals against the Board, or any member thereof, by reason of any decisions, actions or statements made by them either personally or in the course of their official duty relative to collective bargaining.

3. It is expressly understood that this Section E., 1., b., will not be construed as in any way restricting the right of the Association to take any lawful action or exert any lawful pressure in connection with negotiations for future professional negotiation agreements.

c. Violation

The Board, in the event of violation of this Article, will have the right, in addition to the foregoing and any other remedies available at law, to seek injunctive relief and damages against the Association; provided, however, that if the Association promptly disclaims, in writing, to the Board and publicly, responsibility for any activity prohibited hereby, and publicly orders the teachers back to work, it will not be liable in any way therefore.

d. Nothing contained in this Article will be construed as a waiver of any rights to the Association or its members may have under the Act which are otherwise provided by law.

F. Protection of Teachers

1. Any case of alleged assault upon a teacher which had its inception in a school centered problem will be promptly reported to the Board or its designated representative. If the alleged assault was by a pupil, it will be promptly investigated by the principal or their designated representative. The Superintendent or designee shall determine a suitable punishment for the assaulting pupil(s). This decision will be communicated to the teacher concerned.

2. If the assault is by an adult person, who is not a pupil, the School will promptly report the incident to the proper law enforcement authorities providing there is a signed complaint by the person(s) assaulted.

3. The Board shall furnish legal counsel to a teacher if such teacher is assaulted in the discharge of their professional duties, provided that the teacher shall have promptly reported any such assault to the administration, and provided further, that the teacher has first exhausted any insurance which provides for same.
4. During the term of the Agreement, the School will include all teachers as additional insured under its liability insurance policy. The Association shall have the right to review the terms of the policy in order to ascertain that the provisions of this section have been implemented. All bargaining unit members will be covered under the school district's liability policy.

5. Whenever a teacher is absent from school as a result of personal injury caused by an

assault arising out of and in the course of their employment, they will be paid their full salary (less the amount of any workers' compensation made for temporary disability due to said injury) for the period of such absence not to exceed ten (10) school months, and no part of such absence will be charged to their annual or accumulated sick leave. The Board agrees that these differential payments are not to be utilized as an offset pursuant to Section 354 of the Workers' Compensation Act against any workers' compensation benefits due a teacher. The Board may, at its option, request a confirming statement from a medical doctor relative to the duration of such absence from the teaching assignment. As soon as such teacher is physically able to return to work, they shall be restored to their previous position providing such position is still in existence. In that event, by mutual agreement, the teacher shall be returned to a like or similar position. The provisions of this Article may not apply if the teacher(s) is adjudged guilty by a court of competent jurisdiction.

6. If, as a result of an assault arising out of and in the course of their employment, a teacher suffers damage or destruction of personal property, the School or its liability insurance carrier will reimburse the teacher for such loss. Such reimbursement by the School will cover all such costs except those covered by insurance.

7. Classroom control is the basic responsibility of the classroom teacher. The Board will continue to accept its responsibility to give aid and support to the teachers through the appropriate administrators.

8. Any pupil who is determined by the administration, after consultation with appropriate qualified professional people, to be incapable of adjusting to the regular classroom will be removed from such regular classroom.

G. Released Time

One (1) school period a month of released time may be devoted to professional study, curriculum meetings, and/or professional in-service training as proposed by the Department Head Committee with the approval of the Superintendent or designee.

H. Least Restrictive Environment

Whenever prospective planning activities relating to the implementation of the Least Restrictive Environment (LRE) concept throughout the Intermediate School District occur, the Board shall ensure that the Association shall be a full participant in any planning process involving the District as well as in the formulation and presentation of the Board's position as a part of any such planning activities involving the Intermediate School District.

Such participation shall neither expressly nor by implication be deemed to be a waiver of the Associations right to bargain any working condition in accordance with its responsibilities pursuant to the Public Employment Relations Act, as amended.

ARTICLE III: ASSOCIATION RIGHTS

A. The Association and its representatives shall be able to use school building facilities and equipment at all reasonable hours for meetings provided that such meetings shall not interfere

with the regular educational programs of the schools. This use of the facilities shall be without charge in accordance with the school policy for the use of school facilities as it shall exist from time to time. Damage to any equipment used will be paid for by the Association. The Association may purchase materials from the school at cost. Internal school mail service shall be granted to the Association, provided that communication through the mail service shall clearly identify the person or persons responsible for same.

B. The Association shall have the exclusive right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building.

C. Duly authorized representatives of the Association, including the MEA UniServ Director, shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

D. At the beginning of each school year, the Association shall be credited with ten (10) days to be used by teachers who are officers or agents of the Association. The use of such days is at the discretion of the Association. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of use. The Association shall reimburse the District on a current basis those sums paid to the Office of Retirement Services for Association release time.

ARTICLE IV: BOARD RIGHTS

A. The determination and administration of educational policy, the operation of schools, and the direction of the professional staff are vested exclusively in the Board or in the Superintendent when so delegated by the Board, except as expressly provided otherwise by the terms of this Agreement.

B. It will be the intent and practice of the School to encourage the staff to actively participate in and cooperate with the Building and District School Improvement Teams concerning instructional and curricular matters. The Committee will refer and recommend its decisions to the Board for its consideration.

C. The School may adopt reasonable rules and regulations not in conflict with the terms of this Agreement.

D. In the event of a school merger, annexation, or other change in constituents of the School, any right or privilege afforded any teacher by this Agreement, not to exceed the remainder of the current school year, shall not be abrogated by such change in the school composition.

E. Individual teachers shall implement, as required, performance goals and objectives in connection with their teaching assignments and the educational needs of their students as determined by the School and by the State of Michigan.

ARTICLE V: TEACHER DISCIPLINE, EVALUATION, PERSONNEL FILE, AND OBSERVATION

A. For tenured teachers, consistent with the Teachers' Tenure Act, discipline may only be issued for

reasons that are not arbitrary or capricious, and the parties subscribe to the concept of progressive discipline as required by law. The District reserves the right to apply disciplinary measures consistent with the severity of the infraction.

B. All discipline will be in writing and placed in an individual's personnel file, and the teacher will be forwarded a copy. A teacher may attach a rebuttal in a personnel file up to five sheets of 8.5 x 11 in paper. Non disciplinary directives will not be placed in an individual's personnel file.

C. Probationary teachers cannot grieve discipline. Tenured teachers may only grieve discipline up to arbitration. For the 2026-2027 and 2027-2028 school years, should both sides agree a mediator may be called upon after level 3 of the grievance process. Section C of this Article shall sunset at the end of the 2027-2028 school year.

D. This article does not limit a tenured teacher's right to appeal a "demotion" or "termination" pursuant to the protections outlined in the Michigan Teachers Tenure Act.

E. Employees shall have full Weingarten Rights. New hires and teachers will be notified of their Weingarten Rights annually by the Association.

F. All district teachers, including all teachers of record, will be evaluated pursuant to the Danielson performance evaluation system, which is located in Attachment A. The District will measure student growth as twenty (20%) of the evaluation.

G. Student growth will be measured by agreed upon district and state assessment data benchmarks and will be published each year.

H. The parties will meet if requested by either party by the first of April of each school year to determine whether the metrics should be changed for subsequent contract years.

I. Student growth data from specific students with extreme circumstances that prohibit an accurate measure of growth will not be included in a Teacher's student growth component if written consent is provided by the Teacher's principal/evaluator.

J. Prior to classroom observations, the teacher shall be provided a copy of the district evaluation form and an explanation of how the observation process works.

K. If a tenured teacher has been rated effective for three (3) consecutive year-end evaluations, they shall be evaluated every third year thereafter unless the principal determines that an evaluation is warranted due to performance concerns. A principal may deviate from the cycle in order to even out evaluation loads. The principal will ask teachers for volunteers first. If nobody volunteers, the principal can assign up to ⅓ of the staff. If a teacher is placed on an IDP, moves to a new assignment, or is subsequently rated below "effective" on a year-end evaluation, the Teacher may in the district's discretion be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years. Unless otherwise agreed, the District and Association shall meet prior to September 15 each contract year to comprise a list of tenured teachers and their evaluation status for the current school year.

L. Probationary Teachers cannot challenge any aspect of the evaluation process, including observations, the IDP, the mid-year performance review or their assigned rating.

M. An alleged violation of this Article is not subject to arbitration in the grievance process. For the 2026-2027 and 2027-2028 school years, should both sides agree a mediator may be called upon after level 3 of the grievance process. Section C of this Article shall sunset at the end of the 2027-2028 school year. As a final step Arbitration can be utilized under the grievance procedure by a tenured teacher who receives two (2) consecutive ratings of "needing support."

N. As per Bullard Plawecki Right to Know Act: Each teacher shall have the right, upon request, to review the contents of their own personnel files maintained at the individual's school or at the Administration Building. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The review must be made in the presence of the Administrator responsible for the safekeeping of these files. Privileged information as defined by law is specifically exempted from review. The Administrator shall, in the presence of the teacher's authorized representative, remove these credentials and confidential reports from this file prior to a review of the file by the teacher.

O. The Board will assume responsibility for the review of information in personnel files before releasing any material and will not transmit to a third party any disciplinary reports, letters of reprimand or other records of disciplinary action which are more than four (4) years old, except when ordered to do so in a legal action or arbitration, and except to other Michigan school districts when required as part of employee background checks for unprofessional conduct.

P. In the case of a FOIA request for personnel files or grievance files, the Board shall request the allowable extension under the law so that the information to be released can be reviewed by the teacher who is the subject of the information request. The Board shall notify the Association President and the teacher that a request for information pursuant to the FOIA has been made.

Q. All observations of the work performance of a teacher shall be conducted openly.

ARTICLE VI: GRIEVANCE PROCEDURE

A. Purpose

1. The sole remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of their rights hereunder will be pursuant to the grievance procedure. However, nothing contained herein will deprive any teacher of any legal right which they presently have, provided that if a teacher elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

2. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

3. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment if requested by the aggrieved or the School. The Association shall be notified of the disposition of the grievance in writing at and after Level Two of the grievance procedure.

B. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. Days shall mean working days when school is in session. The number of days indicated shall exclude Saturdays, Sundays and Holidays. During summer vacation the individual shall have ten (10) weekdays, excluding holidays, to initiate the grievance. If appropriate action is not taken within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limits specified may, however, be extended by mutual agreement.

1. Level One

Any aggrieved person with a complaint shall confer with their immediate supervisor or principal, individually, together with or through their Association representative. This information conference shall take place within a maximum of five (5) school days following the occurrence of the complaint. A decision of the supervisor or principal shall be given within five (5) days following the conference. Either party may request the decision in writing. Should the aggrieved person not be satisfied with the results of the informal conference, they shall within five (5) days file a written grievance with the immediate supervisor or building principal. A written decision of the supervisor or principal shall be given within five (5) days.

0. Level Two

If the aggrieved is not satisfied with the disposition of their complaint at Level One, they may file, within five (5) days, the complaint in writing with the Superintendent or their representative. The Superintendent, or their representative, shall meet within five (5) days thereafter with the aggrieved and the Association representative. Within five (5) days of that meeting the Superintendent, or their representative, shall reduce their decision to writing and deliver the same to the individual and to the Association.

0. Level Three

If the aggrieved is not satisfied with the disposition of their grievance at Level Two, or if no decision has been rendered within five (5) days after they have first met with the Superintendent, they may file the grievance in writing with the President of the Association within ten (10) days after they first met with the Superintendent. Within five (5) days after receiving the written grievance, the President of the Association will refer it in writing to the School Board. Within ten (10) days after receiving the written grievance, a committee of the Board will meet with the aggrieved person for the purpose of resolving the grievance. The

ultimate decision on the grievance at Level Three will, however, be rendered by the Board at a special or regular board meeting.

0. Level Four

   a. If the aggrieved is not satisfied with the disposition of their grievance at previous levels, or if no decision has been rendered within ten (10) days after they have first met with the Board Committee, they may, within five (5) days after a decision by the Board or fifteen (15) days after they have first met with the Board Committee, whichever is sooner, request in writing to the President of the Association to submit the grievance to arbitration. If the Association determines that the grievance is meritorious and that it arises from the language of this Agreement or an alleged breach thereof and that submitting it to arbitration is in the best interests of the Delton Kellogg School System, it may, by written notice to the School, submit the grievance to arbitration within fifteen (15) days after receipt of a request by the aggrieved person. If not so delivered within fifteen (15) days, the grievance shall be deemed abandoned. Grievances which do not arise from the language of this Agreement may be processed through Level Three but will not be arbitrable.

   b. Within ten (10) days after such written notice of submission to arbitration, the Board Committee and the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

   c. The arbitrator's decision will be in writing and will set forth their findings of fact, reasoning and conclusions of the issues submitted. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement. Their authority shall be limited to deciding whether a specific Article and Section of the Agreement has been violated. The arbitrator shall not usurp the functions of the Board of Education or the proper exercise of its judgment and discretion under law and this Agreement. The decision of the arbitrator, if within the scope of their authority as above set forth, shall be final and binding.

   d. The costs for the services of the arbitrator including per diem expenses, if any, and actual and necessary travel and subsistence expenses will be borne equally by the School and the Association.

C. Rights of Teachers to Representation

1. No reprisal of any kind will be taken by either party against any school representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

2. Any party in interest may be represented at all stages of the grievance procedure by a person of their own choosing; except they may not be represented by a representative or by an officer of any teacher organization other than the Association and its affiliates.

D. Miscellaneous

1. All documents, communications and records dealing with the processing of grievance will be filed separately from the personnel files of the participants.

2. In the course of investigation of any grievance, representatives of the Association will report to the principal of the building being visited and state the purpose of the visit immediately upon arrival.

3. It shall be the general practice of all parties in interest to process grievance procedures during times which do not interfere with assigned duties. However, in the event it is agreed by the School to hold proceedings during regular working hours, a teacher participating in any level of the grievance procedure, with any representative of the Board, shall be released from assigned duties without loss of salary.
4. Any grievance to be valid must be filed within the five (5) day period from the time the individual became aware of the event causing the grievance. Any pay adjustment allowed will not be retroactive beyond the current school year in which the grievance is filed.

5. This establishes a joint Labor-Management Committee which may meet once per month upon the request of either party. Each committee team may consist of up to five (5) members. The joint Labor-Management Committee does not circumvent or replace the Grievance Procedure.

ARTICLE VII: COMPENSATION AND BENEFITS

A. Compensation

1. The basic compensation of each teacher shall be as set forth on Schedule A.

2. For the 2026-2027 school year, please see the Letter of Agreement in the Appendix. A teacher who is directed by the principal to use a planning conference period to serve as a substitute for another teacher shall be compensated at a rate of $28/hour. Comp time can be accumulated to a maximum of fifteen hours at a teacher's option. Compensatory time shall not be used adjacent to sick leave days, except with the prior consent of the Superintendent. Compensatory time shall not be used adjacent to holiday or vacation periods except as is allowed under Article 8 Paragraph A (3). No more than two (2) days of compensatory time and personal business days may be used in combination, without the permission of the Superintendent.

3. A teacher requested to work in excess of the number of days set forth in the School Calendar shall be entitled to a prorated increase in compensation.

4. In the event a teacher teaches a sixth assignment in the high school and does not have a planning period, the additional compensation shall be 16.5% of that teacher's base pay per year. It is 8.25% per semester. The extra assignment would be voluntary.

B. Previous Teaching Experience

1. The Board will recognize the highest degree level accomplished (Bachelors, Masters, and

other degrees) and may grant experience credit for prior certified teaching and/or work experience for CTE teachers.

2. Those teachers teaching one (1) full semester but less than a full year will receive credit for one-half (1/2) year.

3. Any teacher required by the State Department of Education to have work related experience as a condition of certification may receive credit for such experience on the salary schedule. Such credit on the salary schedule shall not exceed three (3) years in addition to any teaching experience.

C. Advancement on Schedule

Degrees and thirty (30) hour blocks of hours beyond degrees secured prior to August 31 shall become effective at the beginning of the school year in September. If secured after August 31 and prior to January 20, credit shall be given on the salary schedule effective with the 2nd pay period following Jan. 20. These degrees include Bachelor's degrees, Master's degrees, and other degrees. Teachers shall be responsible for providing proof of degree and, or transcript before prorated payment is made.

D. Fringe Benefits

The Board shall provide fringe benefits as set forth in Schedule D.

E. Differentials

The Board shall provide differentials as set forth in Schedule B and C.

F. Deductions

Teachers desiring payroll deductions for credit union, money-saver plan, annuities, United Way, insurance, scholarship, etc., must within thirty (30) days of their employment sign and deliver to the School an assignment authorizing such deductions. Such sums will be deducted from the teacher's remaining pay periods during the then current school year.

Upon annual written request by the Association, the Board shall deduct Association dues from a bargaining unit employee's wages if the bargaining unit employee submits an annual full, free written consent to the deduction of Association dues from the employee's wages consistent with the Payment of Wages and Fringe Benefits Act.

The District may immediately cease Association dues deduction for a bargaining unit employee if the bargaining unit employee provides written notice to the Superintendent or their designee that the employee is withdrawing consent for the Association dues deductions. Newly hired bargaining unit employees desiring payroll deductions for credit union, money saver plan, annuities, union dues, United Way, insurance and scholarship, etc. must within thirty days of their employment sign and deliver to the District an assignment authorizing such deduction. Such sums will be deducted from the newly hired employee's remaining pay periods during the then current school year. In regard to existing employees, deductions will be made in substantially equal amounts from the employee's paycheck(s) commencing the first pay that is feasible following the receipt of (1) the Association's annual request and (2) the voluntary written authorization from the bargaining unit employee.

Unless the Superintendent or designee receives a written request from the bargaining unit employee to discontinue the dues deductions, the dues deductions shall continue through the last pay period in June of each school year. The Board shall not process monies for Political Action Committee donations associated with the dues structure. In the event any individual or entity files any complaint or claim against the Board (which includes its agents, employees, and officers) regarding dues deduction, the Association agrees to indemnify, defend, and hold the Board harmless against all costs, claims, demands, suits, or other forms of liability that may arise out of or by reason of action by the Board for the purpose of complying with the Agreement to deduct Association dues set forth above.

Further, the Board shall be held harmless for the assessment and collection of union dues and the imposition of any penalties related to an employee's non-payment of union dues. If the Association agrees to defend the Board concerning a dues deduction claim, the Board may choose their legal counsel to defend any lawsuit or action or compromise or settle any claim made against the Board.

G. Tuition Reimbursement

The District shall reimburse members of the bargaining unit for coursework that supports the member's pursuit of additional certification, provided such expenses are not covered by Grow Your Own Grants or similar programs.

The District will allocate a total of $4,800 annually ($2,400/Semester) for this reimbursement fund. All approved requests submitted within 30 days of the semester ending and will be paid within 30 days of receipt.

Reimbursement will be provided at a maximum rate of up to $200 per credit hour for a maximum of 6 credit hours per semester. In order to qualify, the member must successfully complete the coursework with a "C" or better. If total approved requests exceed the available funds ($2400/Semester or $4800/year), reimbursement will be prorated among eligible members.

Each member shall have the approval of the superintendent or their designee prior to the first day of the class using the form in appendix B. Members must request reimbursement within 60 days of receipt of grades. The member must minimally receive a 3.0 grade for all course work and must report the successful completion of the class to the district accompanied by a transcript or grade form.

H. 403(b) Plans

1. That for a number of years, the District has established and maintained a tax sheltered deferred retirement program. Recently, the Internal Revenue Service has issued significantly new regulations impacting such programs. These new regulations took effect January 1, 2009.

2. The District has chosen OMNI & TSACG as its Third Party Administrator (TPA).

3. The following Investment products will continue to be offered to Association members: Ameriprise Financial/River Source, Aspire Financial Services, Corebridge Financial (formerly AIG/VALIC), Fidelity Management Trust, Fiduciary Trust Co. of New Hampshire (formerly

Waddell & Reed), Invesco Oppenheimer Funds, MEA Financial Services (Paradigm), Met Life, National Life Group, Plan Member Services Corp., and Voya Financial (Reliastar). None of the remaining products will be discontinued by the district without prior consultation with and agreement of the Association.

4. The parties agree that fees, as may be required to administer the 403(b) Plan, will be paid by the vendors. The District will be responsible for paying any fees assessed by OMNI that are not paid by the vendors. For members who choose 403(b) ASP Fund Source there will be an annual maintenance fee charged to the member.

5. The Plan Document shall allow employees the ability to make changes in their investment portfolio as they have been allowed in the past, so long as it is consistent with IRS regulations. Provisions for emergency or hardship withdrawals, loans, planned withdrawals, rollovers, exchanges and "catch up" contributions will be permitted in the Plan Document. Prompt remittance of contributions as defined by the Internal Revenue Code from participants will be made to the third party administrator.

6. The Plan Document shall include a list of investment providers/vendors. MEA Financial Services will continue to be on the approved list of investment providers/vendors.

7. Any future amendments to the 403(b) Plan will be negotiated between the parties, neither party is waiving any future rights as it relates to changes in the 403(b) plan that either feels give rise to the duty to bargain.

I. Grants

Any individual who successfully write(s) a grant pre-approved by the Superintendent or designee which is funded in all or part and maximizes indirect costs to the District shall be entitled to an amount equivalent to ten (l0%) percent of the funded indirect costs not to exceed five thousand dollars ($5,000). A second-year application of a similar grant shall be entitled to an amount equivalent to five (5%) percent of the funded indirect costs not to exceed two thousand five hundred dollars ($2,500). All grant applications must be pre approved by the Superintendent or designee and have a positive net impact on the bottom line of the District.

VIII: AUTHORIZED LEAVES

There shall be an allowance of ten (10) days per year for sick leave which shall be added, after the first day (but not including the first day) of actual work on this contract. Sick leave may only be utilized consistent with the ESTA law. Each teacher shall be entitled to an accumulation for the unused portion of each year's sick leave up to a maximum of one hundred eighty (180) days. Each teacher who has accumulated one hundred eighty (180) days shall be paid twenty dollars ($20.00) for each unused sick day above the one hundred eighty (180) day accumulation at the end of each school year. The amount of unused sick leave shall be certified to the teacher within thirty (30) days after the beginning of each work year. The number of days, as furnished by the Board, shall be conclusively deemed to be accurate unless the teacher informs the Board of any error within fifteen (15) calendar days after receipt of such certification. If the first year of employment is terminated prior to the end of the school year, sick leave use will be allowable at a ratio of one (1) sick leave day for every month employed.

Employees will be allowed to use sick leave days for any purpose listed in the Michigan Earned Sick Time Act (ESTA). The first seventy-two (72) hours of sick leave that qualifies for ESTA may be used as long as ESTA remains in effect.

Upon an employee's retirement, unused sick days shall be purchased at the rate of $50.00 for all days up to a maximum of 130 days provided that the teacher has at least 50 sick days accumulated at the time of retirement. This employer payment must be deposited into a qualifying 403b account in the employee's name. To be eligible for this payment, an employee must have at least 10 years of service to the Delton Kellogg and must satisfy the requirements to obtain benefits under the provisions of the Michigan Public School Employee Retirement System (MPSERS).

To be eligible, the employee must submit their intent to retire by February 1. The employer shall not publicly announce the retirement of said employee until March 1st unless authorized by the Superintendent.

a. Business Days

There shall be an allowance of four (4) half-days for personal business. Advance notice in writing, at least one (1) full day, shall be given to the Administration in requesting a half-day(s) for personal business. With prior notification, holiday and vacation provisions may be waived in case of emergency. No more than ten percent (10%) of the total staff shall be absent for personal business on a given day. If leaves are to be canceled because more than ten percent (10%) of total staff have given notice, cancellations shall be in reverse order of receipt. Up to four (4) full personal business days can be accrued and will roll over from year to year. Unused business days, in excess of four (4), shall be added to the accumulated sick days annually.

The sick leave and business day leave allowances for teachers hired after the beginning of the regular school year shall be prorated.

b. Compensatory Hours/Holiday Extension

i. A maximum of two (2) days of accumulated compensatory hours/personal business will be allowed for use without consideration of holiday language in the Agreement, for the following holidays: Thanksgiving, Christmas, Spring Break and Memorial Day. Compensatory time/personal business can be taken in 1-hour increments.

ii. A maximum of seven (7) staff members may receive holiday extensions under this Agreement. In general, no more than 3 members in a single building can be absent.

iii. A teacher will submit a written request to their Association Representative no later than six (6) months prior to the scheduled vacation they wish to extend. If both spouses are employees of Delton Kellogg School District, they may submit their names together. The request shall indicate the number of days requested as well as the desire for the planned usage. The Association leadership will take requests on a first-come first-serve basis with priority given to those that did not receive an extension the previous year to determine who receives the extensions.

iv. Those individuals selected for a holiday extension will be given a low priority status for the

same holiday the following year. If in the event more than seven (7) members of the teaching staff request an extension the following year, the previous years' recipients will not be included in that request process.

A. Leaves of Absence

Two types of leaves of absence may be granted by the Board - namely, leaves with pay and leaves without pay.

1. Leaves of Absence with Pay

a. CHARGEABLE against the teacher's allowance:

1. Sick Leave

a. Sick leave shall be construed, herein, as absence from work due to the illness of the employee and includes teacher emergency dental and doctor appointments and medical disability due to childbirth.

b. No sick leave allowance shall be granted to any employee for any period of time when they are on approved leave of absence for which pay is not granted by the Board.

c. Sick leave shall become effective after, but not including, the first full day of actual work on the contract; provided, that a returning teacher who is absent due to personal illness at the time the contractual year begins shall receive such sick leave up to their prior accumulated sick leave at regular pay periods during their illness; and provided further, that newly hired and returning teachers who are absent due to personal illness at the time their contract begins shall receive sick leave pay up to ten (10) days which will be included in their first full paycheck after they report for work.

d. Sick leave days may be used or charged on an hourly basis.

e. Verification, by statements from doctors or dentists, of illness or use of sick-day-leaves for appointments may be requested by the administration before payment for sick leave is allowed.

2. Illness or Accident in the Immediate Family

a. An employee may use sick leave for the illness or accident in the immediate family. “

b. "Immediate family" as used in this provision shall be consistent with those defined by ESTA

b. Leaves of absence with pay NOT CHARGEABLE against the teacher' s allowance shall

be granted for the following reasons:

1. A leave of absence may be granted to a teacher called for jury service. The School shall pay an amount equal to the difference between the teacher's daily salary and the daily jury fee paid by the court (not including travel allowances or reimbursement of expenses) for each day on which they otherwise would have been scheduled to work provided the School is notified promptly of pending jury duty and the School retains the right to request that the teacher be excused from jury duty. The teacher shall return to their duties whenever their attendance in court is not actually required.
2. Court appearance as a witness when a school district is a plaintiff or defendant or when subpoenaed in any case connected with the teacher's employment. Additional time may be taken to attend other depositions using personal or compensatory time up to a maximum of four (4) days per year.
3. Approved visitation at other schools or for attending education conferences or conventions as requested by the School.
4. Time necessary to take the selective service physical examination.\
5. Up to a maximum of four (4) days leave without loss of pay may be allowed on the occasion of a death of a spouse or child; three (3) days leave on the occasion of a death of a father, mother, step-children, or like in-laws; two (2) days leave on the occasion of the death of a grandparent, brother, sister, or like in-laws. One (1) day may be added if the individual lived out of state. Additional time, charged against sick leave, may be requested of the Superintendent.
6. A teacher who has completed seven (7) years of teaching in Delton Kellogg Schools may be granted a sabbatical leave of absence for one (1) semester/trimester or for one (1) year for the purpose of study to improve the teacher's ability to teach. During said sabbatical leave, the teacher shall be considered to be in the employ of Delton Kellogg Schools, shall have a contract, and shall be paid one-half (1/2) of their full salary and insurance benefits. While on sabbatical leave, seniority shall accrue. Upon return from leave, the teacher shall be assigned and placed on the salary schedule as the teacher would have been had they taught in the District during the sabbatical period. A teacher who is granted a sabbatical leave further agrees to return to the Delton Kellogg Schools for two (2) years following such leave. A teacher, who has taken such leave and does not comply with the above, shall reimburse all costs to the School during such leave.

0. Leaves of Absence Without Pay

Any teacher who is working under contract with Delton Kellogg Schools, upon written application to the Superintendent of Schools, may request a leave of absence without pay. No leave of absence will be granted without the approval of the Board of Education. Leaves of absence may be granted for the following reasons:

a. Health Care Leaves

1. Health care leaves may be requested for up to one (1) year for the employee's own illness, for an employee to care for a spouse, or a parent, or for the purpose of child rearing.

Requests for leaves of absence for ill health must be accompanied by a statement from the attending physician recommending that the employee be granted such leave of absence. A request for return from leave because of ill health must be accompanied by a physician' s statement indicating that the employee has been examined by the physician and that they are able to resume their regular duties with the Board of Education.

The School reserves the right to require the employee to be examined by a doctor of the School's choice. In the event the employee' s and the School's respective doctors disagree, the doctors will select a third doctor for final determination of the employee's fitness to return to work. Up to twelve (12) weeks may be covered under FMLA.

2. An eligible employee may take a Family Medical Leave Act (FMLA) Leave for up to twelve (12) weeks during any twelve (12) month period for one or more of the following reasons:

    i. The birth of a child, and to care for the newborn child;

    ii. The placement of a child with the employee through adoption or foster care, and to care for the child;

    iii. To care for the employee's spouse, child, or parent with a serious health condition; and

    iv. Because a serious health condition makes the employee unable to perform one (1) or more of the essential functions of his or her job. Leave under FMLA includes up to twelve (12) weeks for the same eligible occurrence (above) and includes the time for the same occurrence for which the employee is covered by sick leave under this Agreement.

    Under FMLA leave, the employee's insurance benefits will continue to be paid by the employer.

3. Illness in Immediate Family - Members of the employee's immediate family shall be defined as the employee's spouse, children, parents, and grandparents. No sick leave time may be used during such a leave. Up to twelve (12) weeks may be covered under FMLA if the illness is a spouse, child, or parent.

4. Childcare Leave - A leave of absence shall be granted to a teacher for the purpose of child rearing or child adoption. The teacher shall notify the Superintendent, in writing, of the desire to take such a leave. The letter requesting the leave shall also include the date of expected return and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which the leave is to begin. The physician's or adoption agency's statement shall be included with the leave request. Up to twelve (12) weeks may be covered under FMLA.

5. Sick Bank

Effective at the start of the 2026-2027 school year, the District and association will discontinue the sick bank. In its place, members will receive LTD 30 days at the district expense. Members are also strongly encouraged to purchase short-term disability at their expense. In the event an employee does not have sick time accumulated the District will allow employee donation of Sick Time.

The following criteria shall govern DKEA sick time donations:

a. Time donated counts against contractual Sick Leave allotment as outlined in the contract.
b. If donated time is not used, it is not returned to the donor.
c. The unit of donation is one teacher workday.
d. Only sick time may be donated.
e. Any DKEA employee, regardless of building, may donate sick time.
f. The recipient must be out of sick days before receiving sick day donation(s).

6. Military Leave - All employees shall be granted a leave of absence without pay for the purpose of enlistment, conscription or recall to active service in the military forces of the United States. Experience credit on the salary schedule shall continue to accrue during the leave for military service as required by law.

7. Advanced or Additional Study - A teacher may be granted a leave of absence without pay for the purpose of study to meet eligibility requirements for an educational certificate other than that held by the teacher.

8. Public Office - A teacher may be granted a leave of absence without pay for the purpose of campaigning for a public office. This leave shall be for a period of not more nor less than one (1) year.

9. Association Office - A teacher may be granted a leave of absence without pay for the purpose of serving and performing their elected duties as an elected officer in the local, state, or national association. Such leave is to be for the term of office.

10. Job Saving - The Board agrees to grant a leave of absence to any teacher who applies, providing such leave will prevent another teacher from being laid off.

3. Duration of Leave of Absence

a. Leaves of absence may be requested and may be granted for a period of time not to exceed one (1) year and such leaves are to be applied for at least thirty (30) days prior to the date on which the leave is to begin, except in case of emergency. Extension of a leave for one (1) additional school year may be granted in unusual circumstances by the Board of Education upon written request by the employee not later than two (2) months prior to the termination date of the original leave.

b. Whenever possible, leaves of absence will commence and terminate at the start of the school year or semester/trimester.

Return From Leave of Absence

c. An employee wishing to return to the Delton Kellogg Schools from a leave of absence must notify the Superintendent in writing of this intent ninety (90) days prior to the termination date of the leave, but not less than thirty (30) days prior to the termination date of the leave.

d. After a request to return from leave, the teacher shall be assigned to a like or similar position for which he or she is certified and qualified to teach.

e. Those teachers on an unpaid leave of absence for more than six (6) weeks during half of a contracted school year will not receive seniority credit for the time missed but will retain the seniority they have amassed up to that time.

B. Workers' Compensation

Any teacher who is absent because of an injury compensable under the Michigan Worker' s Compensation law, excluding any compensable injury resulting from other employment, and while receiving workers' compensation from the School shall receive the difference between the allowance under the workers' compensation law and their regular salary not to exceed the balance of the teacher's contract year. No sick leave deductions will be made for compensable injuries. The School Board agrees that these differential payments are not to be utilized as an offset pursuant to Section 354 of the Workers' Compensation Act against any worker's compensation benefits due a teacher but shall constitute a benefit under a disability pension plan.

ARTICLE IX: LAYOFF, RECALL, & PLACEMENT

A. Decisions about placement, reduction and recall of a teacher shall comply with Revised School Code Section 1248. The Superintendent or designee decides placement decisions, when a vacancy exists and when a posting is made. A "vacancy" shall be defined as an unassigned, open position or a newly created position which the district intends to fill. Vacancies shall be posted at least ten days prior to being filled.

B. Acting within the approved budget, the Superintendent is responsible for establishing the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for existing staff or that a reduction in teaching staff is necessary due to a program, curricular, or other operational consideration(s), the Superintendent will recommend to the Board the teaching positions to be reduced. Prior to issuance of layoff notices, the DKEA will be given an opportunity to make specific recommendations regarding the particular implementation of layoff and recall procedures planned by the district.

C. The Superintendent or designee has discretion to place, transfer, or layoff or recall a Bargaining Unit member into a position for which they are certified for, for a reason that is not arbitrary or capricious including, but not limited to, the following clear and transparent factors:
- Compliance with State and Federal laws, regulatory standards, and state grant, and categorical funding requirements.
- Qualifications determined by the district, including but not limited to credentials necessary for school or program accreditation.
- Disciplinary record.
- Effectiveness based on previous evaluations.
- Length of service in the grade level or subject area.
- Professional development, special training, additional training, additional certification(s), and experiences that lend themselves to the classroom.

D. The teacher and the Association will be notified in person, and outside of the working day or otherwise agreed, of the anticipated placement change and the reason for the change by the Superintendent or designee.

E. Teachers placed on layoff will continue to receive all insurance benefits until the end of the month following the layoff notice. Teachers wishing to continue insurance beyond that point may do so on their own by purchasing COBRA continuation coverage. Teachers returning from layoff will be considered active employees upon receiving notice. Should a Teacher refuse to return from layoff within five business days during the school years, or ten calendar days during the summer break, they shall be deemed to have voluntarily quit. All fringe benefits will be restored to Teachers returning from layoff.

F. For the 2024-2025 and 2025-2026 school years, teachers shall utilize the grievance procedure up to arbitration, Should both sides agree, a mediator may be called upon after level 3 of the grievance process. Section F of this Article shall sunset at the end of the 2025-2026 school year.

G. The Board shall give written notice of recall from layoff by sending a registered or certified letter to said teacher at their last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address, as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notice to the teacher. If the teacher fails to report to work on the date set forth on the notice of recall, or if the date for resuming work is more than fifteen (15) days from the date of the notice of recall and the teacher within (10) days from the giving of the notice shall have failed to confirm in writing the availability of the teacher for employment, the teacher shall be considered a voluntary quit, unless an extension shall have been granted by the Board in writing, and the obligation of the Board to reemploy the teacher shall terminate.

H. Teachers shall not accrue additional sick leave days or advance on the salary schedule during layoff nor will they lose sick days or years of experience on the salary schedule acquired prior to layoff.

I. A teacher, who is laid off and is paid unemployment compensation benefits (associated with their regular teaching assignment) during the summer immediately following layoff and is subsequently recalled to a teaching position at the beginning of the next school year, will be paid according to an annual salary rate such that their unemployment compensation plus that annual salary rate will be equal to the rate of salary they would have earned for the school year had they not been laid off, subject to the following conditions:

    - The teacher is recalled for the full year to a position at least equal to the position they were laid off from.
    - The teacher may voluntarily agree to repay the amount of unemployment compensation received, in which case there would be no reduction in salary.

J. Teachers who have been on layoff for more than 18 months shall no longer be eligible for recall.

ARTICLE X: RETIREMENT

Art.VII A1 sick leave:

Upon an employee's retirement, unused sick days shall be purchased at the rate of $50.00 for all days up to a maximum of 130 days provided that the teacher has at least 50 sick days accumulated at the time of retirement. This employer payment must be deposited into a qualifying 403b account in the employee's name. To be eligible for this payment, an employee must have at least 10 years of service to the Delton Kellogg and must satisfy the requirements to obtain benefits under the provisions of the Michigan Public School Employee Retirement System (MPSERS).

To be eligible, the employee must submit their intent to retire by February 1. The employer shall not publicly announce the retirement of said employee until March 1st unless authorized by the Superintendent.

Schedule D: Duration of Coverage sec 2 A

A. Any teacher retiring from the district will have the opportunity to continue to receive their insurance benefits by the district through August 31 or contract year.

ARTICLE XI – MISCELLANEOUS PROVISIONS

A. The Association will be notified and will have the opportunity to consult with the School with respect to contemplated millage increases.

B. The School will, upon written request of the President of the Association, provide public information pertinent to collective bargaining. The request will state in writing the purpose for which information is intended.

C. This Agreement shall supersede any rules, regulations 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 contract heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.

D. Copies of the Agreement will be printed, with the expense shared equally by the Board and the Association and presented to all teachers now employed or hereafter employed by the School while this contract is in effect.

E. If any provision of this Agreement 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.

F. Emergency Manager

   An emergency manager appointed under th Local Financial Stability and Choice Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Financial Stability and Choice Act MCL 141.1501.

G. Certification

Teachers shall be responsible for possessing current certification. Teachers upon recertification are responsible to provide evidence of recertification to the district prior to assuming their duties.

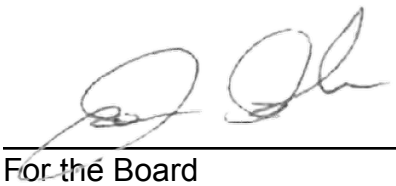
Teachers shall complete the required number of professional development hours in order to maintain their teacher certification in accordance with the Michigan Department of Education.

Certificate Nullification- A teacher seeking to nullify or otherwise limit one or more endorsements or grade level certifications appearing on their teaching certificate shall not have their seniority penalized, adjusted, or reduced in any way.

ARTICLE XII – DURATION OF AGREEMENT

This Agreement shall be in effect upon ratification by both the Board and the Association and shall continue in effect until the 30th day of June 2028. The financial and insurance component will be for a duration of 1 year. The district agrees to reopen contract negotiations for insurance and compensation no later than 2027-2028 school year.

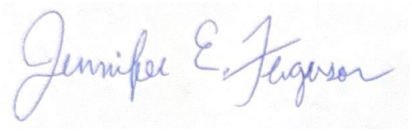
DELTON KELLOGG SCHOOL DISTRICT, Counties of Barry and Allegan, Michigan



For the Board

6/29/2026

Date



For The Association

6/29/2026

Date

APPENDIX A

Delton Kellogg Schools

Teacher Tuition Reimbursement Request

1. Complete a single form for each course(s) for which you are requesting reimbursement.
2. Submit form in December or January or May or June for eligible courses that were completed between August 1 and December 1 or July 1 and June 30.

Requesting Teacher: _____

Teaching Assignment: _____

IMPORTANT: Please read the following language from

Article 7G of the DKEA Contract:

The District shall reimburse members of the bargaining unit for coursework that supports the member's pursuit of additional certification, provided such expenses are not covered by Grow Your Own Grants or similar programs.

The District will allocate a total of $4,800 annually ($2,400/Semester) for this reimbursement fund. All approved requests submitted within 30 days of the semester ending and will be paid within 30 days of receipt.

Each member shall have the approval of the superintendent or their designee prior to the first day of the class using the form in appendix B. Members must request reimbursement within 60 days of receipt of grades. The member must minimally receive a 3.0 grade for all course work and must report the successful completion of the class to the district accompanied by a transcript or grade form.

IMPORTANT: I certify that the following conditions have been met (please initial each line):

_____This course is needed to maintain my certification and/or advance.
_____This course is in a degreed program from an accredited institution.
_____This course is related to my teaching assignment or tech, counseling, or leadership.

APPROVED:

_____ _____

Superintendent Signature **Date**

Submit form with documentation between December 1st and January 30 or May 1 and June 30 to the Director of Finance. Forms submitted after June 30 will not be eligible for reimbursement.

APPENDIX B: CALENDAR

Delton Kellogg

2026 |2027 District Calendar

AUGUST

S	M	T	W	T	F	S
	24	25	26	27	28	29
30	31					

SEPTEMBER

S	M	T	W	T	F	S
		1	2	3	4	5
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27	28	29	30			

OCTOBER

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NOVEMBER

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29	30					

DECEMBER

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JANUARY

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24	25	26	27	28	29	30
31						

August 24	1st Year Staff DPPD 8-3
August 25	All Staff DPPD 8-3
August 26	All Staff DPPD 8-3 | Open House
August 31	First Day of School Half Day
September 4-7	No School | Labor Day
September 15	Half Day for Students Professional Development
October 14	Half Day for Students Professional Development
October 15	Half Day for Students Parent-Teacher Conferences
October 16	No School Professional Development
October 23	End 1st Marking Period
November 10	Half Day for Students Professional Development
November 25 - 27	No School | Thanksgiving Break School Resumes 11/30
December 17-18	Half Days | HS Exams | End of 2nd Marking Period
December 21- January 3	No School | Winter Break School Resumes 1/04
January 18	No School Professional Development
January 26	Half Day for Students Professional Development
Feburary 24	Half Day for Students Professional Development
Feburary 25	Half Day for Students Parent-Teacher Conferences
February 26	No School Professional Development
March 12	End of 3rd Marking Period
March 23	Half Day for Students Professional Development
April 2	No School
April 5 - 9	No School | Spring Break School Resumes 4/12
May 11	Half Day for Students Professional Development
May 21	Last Day for Seniors
May 27	Graduation
May 31	No School | Memorial Day
June 3-4	Half Days | End of 4th Marking Period
June 4	Last Day of School

FEBRUARY

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28						

MARCH

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APRIL

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MAY

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30	31					

JUNE

S	M	T	W	T	F	S
		1	2	3	4	5

NO SCHOOL

HALF DAY

IMPORTANT DATES

All building doors open at 7:40 am
Elementary school begins at 7:45 am
Middle & High school begins at 7:55 am
Regular dismissal at 2:50 pm
Half Day dismissal at 11:30 am
All makeup days will occur after June 4.

Delton Kellogg

2027 |2028 District Calendar

AUGUST

S	M	T	W	T	F	S
	23	24	25	26	27	28
29	30	31				

SEPTEMBER

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OCTOBER

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NOVEMBER

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DECEMBER

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JANUARY

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23	24	25	26	27	28	29
30	31					

August 23	1st Year Staff DPPD 8-3
August 24	All Staff DPPD 8-3
August 25	All Staff DPPD 8-3 | Open House
August 30	First Day of School Half Day
September 3-6	No School | Labor Day
September 14	Half Day for Students Professional Development
October 13	Half Day for Students Professional Development
October 14	Half Day for Students Parent-Teacher Conferences
October 15	No School Professional Development
October 22	End 1st Marking Period
November 9	Half Day for Students Professional Development
November 24 - 26	No School | Thanksgiving Break School Resumes 11/29
December 16-17	Half Days | HS Exams | End of 2nd Marking Period
December 20-31	No School | Winter Break School Resumes 1/03
January 17	No School Professional Development
January 25	Half Day for Students Professional Development
Feburary 23	Half Day for Students Professional Development
Feburary 24	Half Day for Students Parent-Teacher Conferences
February 25	No School Professional Development
March 17	End of 3rd Marking Period
March 21	Half Day for Students Professional Development
March 31	No School
April 3 - 7	No School | Spring Break School Resumes 4/10
May 9	Half Day for Students Professional Development
May 19	Last Day for Seniors
May 25	Graduation
May 29	No School | Memorial Day
June 1 - 2	Half Days | HS Exams End of 4th Marking Period
June 2	Last Day of School!

FEBRUARY

S	M	T	W	T	F	S
		1	2	3	4	5
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27	28	29				

MARCH

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APRIL

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MAY

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21	22	23	24	25	26	27
28	29	30	31			

JUNE

S	M	T	W	T	F	S
				1	2	

NO SCHOOL

HALF DAY

IMPORTANT DATES

All building doors open at 7:40 am
Elementary school begins at 7:45 am
Middle & High school begins at 7:55 am
Regular dismissal at 2:50 pm
Half Day dismissal at 11:30 am
All makeup days will occur after June 2.

The Board's sole responsibility under Schedule D is to provide premium payments on behalf of eligible employees, as set forth above, and the coverage referenced herein are offered specifically subject to the rules and regulations of the various insurance carriers and/or underwriters. All insurance must be compliant with the Patient Protection Affordable Care Act (PPACA). If the identified plan does not comply with the PPACA, a comparable plan acceptable to both parties shall be timely selected as a replacement.

Section 4: HSA Deductible Stipend

For those taking the HSA, the district will pay to the premium limits plus a stipend to offset the deductible up to the statutory cap limits on a month-to-month basis. The district shall not prepay any amount that would exceed the monthly cap.

LOA LANGUAGE: COMPENSATORY TIME

A teacher who is directed by the principal to use a planning conference period to serve as a substitute for another teacher shall be compensated at a rate of $28 dollars per hour. Comp time previously accrued up to 15 hours by 6/30/2026 can be used in subsequent years but no additional comp time may be earned or compensatory time which can be accumulated to a maximum of 15 hours at a teacher's option. Compensatory time shall not be used adjacent to sick leave days, except with the prior consent of the Superintendent. Compensatory time shall not be used adjacent to holiday or vacation periods except as is allowed under Article 8 Paragraph A (3). No more than two (2) days of compensatory time and personal business days may be used in combination, without the permission of the Superintendent.

Section 1: Basic Compensation Schedule

For the 2026-2027 school year, the District will grant all steps and lanes on the salary schedule below. All members will move one step on the salary schedule. In addition, the District will provide a 2-time ($500) payment ($1000 total) provided the certified fall count is at or above the Spring Certified Count (989.4). The payment will be for a 403B account, HSA, or District Paid Short-Term Disability and an additional $300.

2026-2027 Salary Schedule

Step	Bachelors	Masters	Masters + 30
1	46,000.00	49,000.00	51,000.00
2	46,000.00	49,000.00	51,000.00
3	46,000.00	50,000.00	51,000.00
4	46,000.00	50,000.00	51,000.00
5	49,000.00	53,000.00	54,000.00
6	50,000.00	54,000.00	55,000.00
7	52,000.00	56,000.00	57,000.00
8	55,500.00	59,500.00	61,041.00
9	56,000.00	60,000.00	63,253.00
10	57,500.00	62,501.00	63,501.00
11	61,500.00	66,251.00	68,501.00
12	64,000.00	68,800.00	71,500.00
13	67,500.00	70,500.00	73,500.00
14	68,000.00	71,001.00	73,501.00
15	68,500.00	74,250.00	75,500.00
16	70,250.00	74,750.00	76,500.00
17	70,750.00	75,000.00	81,000.00
18	71,750.00	76,000.00	81,501.00
19	72,250.00	78,000.00	82,500.00
20	72,500.00	79,000.00	83,000.00
21	73,000.00	79,500.00	83,363.00
22	73,500.00	80,000.00	85,000.00
23	74,000.00	80,500.00	85,500.00
24	75,000.00	81,000.00	86,000.00
25	76,000.00	82,500.00	86,500.00
26	77,000.00	83,250.00	87,000.00
27	77,500.00	84,000.00	88,000.00
28	78,000.00	85,500.00	90,000.00
29	78,000.00	85,500.00	90,000.00
30	78,000.00	85,500.00	90,000.00

A. Extended Contracts

Teachers having extended contracts beyond 180 days shall be paid a pro-rated salary based on their salary schedule. The per diem rate for all computations shall be determined by taking 1/180 of the annual salary.

Section 3: Adult Education

Instructors of classes offered for credit toward a high school diploma in the evening, or other times outside of regular school hours, as part of the Adult Education section of the Community School Program, shall be certified according to the regulations of the Michigan State Department of Education and shall be paid twenty-eight dollars ($28.00) per hour.

Section 4: School Related Events

The following assignments will be compensated at prevailing minimum wage per hour with a maximum of 4 hours x the applicable wage per night or event:

- Ticket Takers and Sellers
- Bus Chaperones
- Homecoming Float/Banner Sponsors
- Dance Sponsors (Not Chaperones)

Section 5: Driver's Education

Instructors of Driver's Education will be compensated at a rate of twenty-two dollars ($22.00) per hour. In addition to normal pay, the Driver's Ed Coordinator will receive an additional three dollars ($3.00) for each student involved in Driver's Education.

Section 6: Summer School Credit Recovery

The Board will post and hire teachers for all summer academic programming in which credit is earned. Academic programming outside of the regular school year conducted during the summer months will be referred to as Summer School Credit Recovery.

Summer School Credit Recovery will run for a maximum of eight (8) weeks. Teachers will not be required to hold class of any kind on July 4th. In the event that no currently employed teacher applies for Summer School, the district may at its discretion postpone, alter, or cancel the Summer School Credit Recovery, or hire from outside of the current staff.

Summer School Credit Recovery teachers will maintain all certifications and will be qualified and certified for the grade level they are responsible to instruct.

Teachers will maintain enrollment, attendance, grades, and any other information required for documentation and final grade verification. During the school year teachers and administrators will review and re-align the Summer School Credit Recovery curriculum for the purpose of curriculum alignment, state or federal requirements.

Section 7: Summer Academic Programming

The Board will post summer academic programming positions to teachers covered under the collective bargaining agreement prior to hiring outside of the bargaining unit. Teachers will maintain all certifications and will be qualified and certified for the Programming and/or grade level they will instruct.

SCHEDULE B AND C: Differentials

After consultation with the Head Varsity Coach, the Board shall have the sole responsibility to determine the need of filling positions based on finances and student participation.

After consultation with the Head Varsity Coach, the Athletic Director may combine teams due to finances and student participation. When a team is combined (J.V./Freshmen, MS) the remaining coach will receive an extra $1,000 per season if the teams are combined, participants increase by 50+% or more games are scheduled and not just cut the program.

ATHLETIC SALARY SCHEDULE B

Basketball, Football, Volleyball & Wrestling	Per Sports Season
Varsity Head Coach	$5200
Varsity Assistant	$3200
JV Head Coach	$3200
JV Assistant	$2900
Freshmen Head Coach	$2700
Freshmen Assistant	$2200
Longevity Level 1 – Varsity Head Coaches	
5-9 Years, 10-14 years, 15+	$250, $500, $750
Longevity Level 1 – Varsity Assistant and JV Head Coach	
5-9 Years, 10-14 years, 15+	$150, $300, $450
Longevity Level 1 – JV Assistant and All Freshmen Coaches	
5-9 Years, 10-14 years, 15+	$100, 200, 300
Track	Per Sports Season
Varsity Head	$4200
Varsity Assistant	$2700
Longevity Level 2: Varsity Head Coach, Varsity Assistant Coach	
(Varsity Head) 5-9 Years, 10-14 years, 15+	$200, $400, $600
(Varsity Assistant) 5-9 Years, 10-14 years, 15+	$150, $300, $450
Baseball, Cheerleading, Cross Country, Golf, Soccer, & Softball	Per Sports Season
Varsity Head	$3300
Assistant Cross Country (Only)	$2200
JV Coaches / Cheer	$2000
Longevity Level 1 – Varsity Head Coaches	
5-9 Years, 10-14 years, 15+	$200, $400, $600
Longevity Level 1 – JV Coaches	
5-9 Years, 10-14 years, 15+	$100, $200, $300

6-8th Grade Head Coaches	Per Sports Season
Football, Cross Country, Volleyball, Basketball (Girls/Boys), Wrestling, Track	$2000
MS Cheerleading	$1500
Assistant Coaches Football, Wrestling, Track (2)	$1500

MISCELLANEOUS

- The duration of time worked by all Middle School coaches shall be determined by the Administration and shall comply with the rules and regulations of the Board of Education and the Michigan High School Athletics Association.
- The Board reserves the right to change differentials when programs are lengthened or shortened so that the differentials paid to male and female in like sports are equitable.
- All football coaches will start and end with the varsity.

MHSAA Alignment

If an athletic program is changed as a result of a Michigan High School Athletic Association regulation or decision, the School will discuss with the Association of the revision to the affected position.

Extra-Curricular Activities

Teacher participation in student activities for which no additional compensation is paid shall be voluntary. At the same time, the teachers recognize that their responsibility to their students and their profession requires the performance of duties that involve the expenditure of time beyond that of the normal working day, including preparation for and supervision of student activities and functions.

Camp Delton

Those after-school activities, with administrative approval, shall be compensated at twenty-eight dollars ($28.00) per hour. The activity classes shall be one (1) to one and one-half (1 1/2) hours weekly.

Curriculum and Assessment Development

Teachers and curriculum leaders will be compensated at twenty-eight dollars ($28.00) per hour for collaborative planning of curriculum and assessment development activities outside of established work schedule.
*Notation: The district has discretion to eliminate positions pursuant to the grant.

Curriculum leaders will be released to attend, as financial resources permit, state and regional conferences that are in alignment with current district initiatives. Release time for other related duties should be based upon need assessment between the teacher and the Administrator responsible.

Content Area Mentor Teachers

The district will post and hire content area mentor teachers for scheduled online learning classes and alternative education classes in the following content areas; English, Mathematics, Social Studies, Science, and Health. The teachers will be qualified and certified for the content areas for which they are responsible. Mentors will be available for student help that cannot be provided for by the online curriculum. Mentors will maintain a log of students, contacts, and topics discussed as directed by administration for the purposes of student count.

During the summer months the district may review and re-align online curriculum content as necessary for the upcoming academic year.

The district will provide each teacher a one (1) school-year contract for the position and compensate each content area mentor teacher at the rate of $300.00 per school-year.

Summer School Content Area Mentor Teachers will be "on call" for a maximum period of 8 weeks during the time of Summer School Credit Recovery and paid at a contracted rate of $75.00. Any curriculum work required to be done during the summer months will be paid out at the current Summer Curriculum Work rate.

DK Academy

The DK Academy Evening Instructor shall be compensated $3,500.00 per semester during the regular school year.

CLASS & CLUB SALARY SCHEDULE C

The Board shall have the sole responsibility to determine the need to fill positions based on finances and student participation.

DISTRICT	
ELL Director	$5000
HIGH SCHOOL	
Band Direction	$3,600
Play Director (per play)	$2,600
Follies Direction	$2600
Student Council Sponsor	$2350
National Honor Society Sponsor	$1100
Quiz Bowl Coach	$600
Yearbook Sponsor	$2600
Class Sponsor	
Freshmen (2)	$350
Sophomore (2)	$400
Junior (2)	$450
Senior (2)	$600
Prom Sponsor	$600
Choir Director	$75 / Performance
Robotics Director	$1975
FFA Advisor	$3300
HOSA Advisor	$1100
Interact Advisor	$1100
High School Games Manager	$3000/Semester
Youth Sports Manager	$2500/year
Spring Play MS Advisor	$1100
MIDDLE SCHOOL	
Band and Choir Director	$75 per performance
Year Book Sponsor	$700
Student Council Sponsor	$1,300
5th Grade Camp	$75 per night
Games Manager	$750.00 per season (Fall, Early Winter, Late Winter)
ELEMENTARY SCHOOL	
Yearbook Sponsor	$700
Mackinac Trip Teacher Overnight	$75/Night

SCHEDULE D: Fringe Benefits

Section 1: Health Care Plans

To the extent allowable by law the Board shall provide 100% of ancillary (Life, Vision, and Dental, insurance premium contribution for the following MESSA Plans for the employee and their entire family. If a married couple are both members of this bargaining unit, no more than one (1) shall elect health insurance coverage. The medical care component will be adjusted annually for each medical benefit coverage year.

Plan A - For employees needing health insurance:

MESSA Choices 1 w/$1,000/$2,000 deductible, 3-Tier
Delta Dental 100/80/80, $1,500 Annual Max, $3000 Ortho Max
Vision VSP 3 Gold
Negotiated Life $45,000 AD&D + $5,000 basic term life
MESSA LTD 90 Day CDMF, 66 2/3rds Salary Max. $9,750 per Month

OR

MESSA ABC HSA Plan 2 FP w/$2,000/$4,000 deductible, 5-Tier Rx, 20% Coinsurance
Delta Dental 100/80/80, $1,500 Annual Max, $3000 Ortho Max
Vision VSP 3 Gold
Negotiated Life $45,000 AD&D + $5,000 basic term life
MESSA LTD 90 Day CDMF, 66 2/3rds Salary Max. $9,750 per Month

OR

MESSA ABC HSA Plan 2 FH w/$2,000/$4,000 deductible, in network deductible and 5-Tier Rx
Delta Dental 100/80/80, $1,500 Annual Max, $3,000 Ortho Max
Vision VSP 3 Gold
Negotiated Life $45,000 AD&D + $5,000 basic term life
MESSA LTD 90 Day CDMF, 66 2/3rds Salary Max. $9,750 per Month

OR

MESSA ABC Plan 3 w/$3,500/$7,000 deductible, in network deductible 3-Tier Rx, 20% coinsrance
Delta Dental 100/80/80, $1,500 Annual Max, $3,000 Ortho Max
Vision VSP 3 Gold
Negotiated Life $45,000 + $5,000 basic term life
MESSA LTD 90 Day CDMF, 66 2/3rds Salary Max. $9,750 per Month

OR

Essentials by MESSA w/$375/$750 deductible, 20% coinsurance, in network deductible, EbM Rx
Delta Dental 100/80/80, $1,500 Annual Max, $3,000 Ortho Max
Vision VSP 3 Gold
Negotiated Life $45,000 AD&D + $5,000 basic term life

MESSA LTD 90 Day CDMF, 66 2/3rds Salary Max. $9,750 per Month

Plan B - For employees not electing health insurance:

Delta Dental	100/80/80, $1,500 Annual Max, $3,000 Ortho Max
Vision	VSP 3 Gold
Negotiated Life	$50,000 AD&D

MESSA LTD 90 Day CDMF, 66 2/3rds Salary Max. $9,750 per Month

MESSA/MEFSA non-taxable options up to one hundred dollars ($100.00) per month. Any amounts exceeding the Board subsidy shall be payroll deducted.

The Board's contribution shall first be applied to insurance premiums, then to any remaining insurance "costs" in an amount not to exceed the monthly per employee cap listed above. Insurance "costs" shall include any payments already made, or that will be made by the Board during the "medical benefit coverage year" toward Board reimbursement of copays, deductibles, or payments into health reimbursements arrangements, health savings accounts, flexible spending accounts, or similar account used for health care costs, insurance related taxes, penalties, or fees and any other costs required to be accounted for under Public Act 152 of 2011, as amended. (Collectively Supplementary Payments). If the total value of the Supplementary Payments already made, and/or will be made, during the "medical benefit plan coverage year" exceeds the aggregate monthly per employee Board contribution, the Board shall reduce the payments made toward the Supplementary Payments only in an amount necessary to avoid exceeding the aggregate monthly per employee Board contribution. Any Board payments, including but not limited to Supplemental Payments shall comply with all applicable state and federal laws or become void. Employees shall be responsible for paying all health insurance costs in excess of the monthly cap.

The compliance method used by the District for purposes of the Publicly Funded Health Insurance Contribution Act (i.e., hard cap, 80/20) shall be in the District's sole discretion. Regardless of the compliance method used by the District, the District shall contribute at least the following amounts towards the cost of health insurance annually for purposes of the Act unless otherwise required by operation of law:

- $7,942.09 towards single person coverage,
- $16,609.38 towards individual-and-spouse coverage or individual-plus- 1-nonspouse-dependent coverage, and
- $21,660.30 towards family coverage.

For medical benefit plan coverage years beginning on or after January 1, 2027, the District shall contribute at least the following amounts towards the cost of health insurance annually for purposes of the Act unless otherwise required by operation of law:

a. $8,180.35 towards single person coverage,
b. $17,107.66 towards individual-and-spouse coverage or individual-plus- 1-nonspouse- dependent coverage, and
c. $22,310.11 towards family coverage.

For subsequent medical benefit plan coverage years covered by this agreement, the District's contributions shall increase by the same amount as the state statutory hard caps, unless otherwise

required by operation of law.

The Board shall maintain a qualified plan document which complies with Section 125 of the Internal Revenue code regarding the per month option in Schedule D, Section 1, Plan B.

a. Bargaining unit members shall receive four hundred dollars ($400.00) per month if employees take Plan B. In order to receive the Plan B payment, the following conditions must be met:
   . The employee voluntarily and in writing opts out of the available medical health care plan.

   . Provides documentation to the Superintendent or designee that the employee has other medical health care coverage that meets the minimum value and coverage requirements of the Patent Protection and Affordable Care Act.

Plan C - For retired employees with a spouse in the bargaining unit, the Board will reimburse the out-of-pocket MPSERS health, vision and dental premium cost if the current employee does not elect health insurance at Delton Kellogg School Board Expense (Plan A).

Plan C would remain in effect as long as the out-of-pocket premium reimbursement plus Plan B for the current spouse/employee is less than the cost of Plan A.

Section 2: Duration of Coverage

A. The medical benefit plan coverage year shall run from January 1 to December 31 of each school year. It is understood and agreed that this change in the medical benefit plan coverage year does not create a break or lapse in insurance coverage. This change simply moves the coverage period so that it coincides with the district's fiscal year. Any teacher retiring from the district will have the opportunity to continue to receive their insurance benefits by the district through August 31 or contract year.

B. If a teacher shall not complete the full work year, the Board's obligation to contribute insurance premiums shall terminate at the end of the calendar month in which the obligation of the board to pay compensation expires.

C. The Board will allow continued coverage of insurance under contracted group insurance plans. A teacher taking unpaid leave shall be responsible for premium payments beginning when the unpaid leave begins and for the duration of the unpaid leave, except that a teacher who:

   1. has completed one (1) full year of service in the District;

   2. is disabled from providing services by reason of personal illness or injury, and

   3. has exhausted their sick leave allowance.

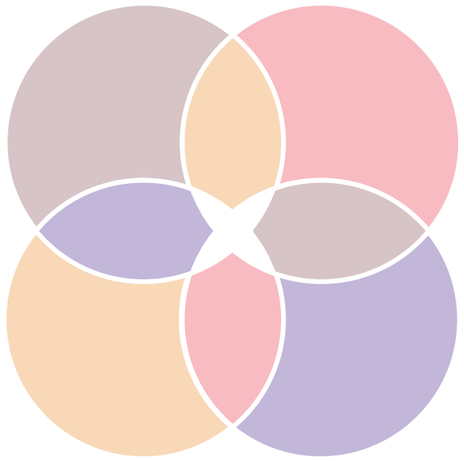
Section 3: Carrier Requirements

ATTACHMENT A: Evaluation Tool

RUBRICS FROM
THE FRAMEWORK FOR TEACHING

EVALUATION INSTRUMENT

2013 EDITION



CHARLOTTE DANIELSON

Domain 1: Planning and Preparation

Component	Unsatisfactory	Basic	Proficient	Distinguished
1a: Demonstrating Knowledge of Content and Pedagogy	In planning and practice, the teacher makes content errors or does not correct errors made by students. The teacher displays little understanding of prerequisite knowledge important to student learning of the content. The teacher displays little or no understanding of the range of pedagogical approaches suitable to student learning of the content.	The teacher is familiar with the important concepts in the discipline but displays a lack of awareness of how these concepts relate to one another. The teacher indicates some awareness of prerequisite learning, although such knowledge may be inaccurate or incomplete. The teacher's plans and practice reflect a limited range of pedagogical approaches to the discipline or to the students.	The teacher displays solid knowledge of the important concepts in the discipline and how these relate to one another. The teacher demonstrates accurate understanding of prerequisite relationships among topics. The teacher's plans and practice reflect familiarity with a wide range of effective pedagogical approaches in the subject.	The teacher displays extensive knowledge of the important concepts in the discipline and how these relate both to one another and to other disciplines. The teacher demonstrates understanding of prerequisite relationships among topics and concepts and understands the link to necessary cognitive structures that ensure student understanding. The teacher's plans and practice reflect familiarity with a wide range of effective pedagogical approaches in the discipline and the ability to anticipate student misconceptions.
1b: Demonstrating Knowledge of Students	The teacher displays minimal understanding of how students learn—and little knowledge of their varied approaches to learning, knowledge and skills, special needs, and interests and cultural heritages—and does not indicate that such knowledge is valuable.	The teacher displays generally accurate knowledge of how students learn and of their varied approaches to learning, knowledge and skills, special needs, and interests and cultural heritages, yet may apply this knowledge not to individual students but to the class as a whole.	The teacher understands the active nature of student learning and attains information about levels of development for groups of students. The teacher also purposefully acquires knowledge from several sources about groups of students' varied approaches to learning, knowledge and skills, special needs, and interests and cultural heritages.	The teacher understands the active nature of student learning and acquires information about levels of development for individual students. The teacher also systematically acquires knowledge from several sources about individual students' varied approaches to learning, knowledge and skills, special needs, and interests and cultural heritages.
1c: Setting Instructional Outcomes	The outcomes represent low expectations for students and lack of rigor, and not all of these outcomes reflect important learning in the discipline. They are stated as student activities, rather than as outcomes for learning. Outcomes reflect only one type of learning and only one discipline or strand and are suitable for only some students.	Outcomes represent moderately high expectations and rigor. Some reflect important learning in the discipline and consist of a combination of outcomes and activities. Outcomes reflect several types of learning, but teacher has made no effort at coordination or integration. Outcomes, based on global assessments of student learning, are suitable for most of the students in the class.	Most outcomes represent rigorous and important learning in the discipline and are clear, are written in the form of student learning, and suggest viable methods of assessment. Outcomes reflect several different types of learning and opportunities for coordination, and they are differentiated, in whatever way is needed, for different groups of students.	All outcomes represent high-level learning in the discipline. They are clear, are written in the form of student learning, and permit viable methods of assessment. Outcomes reflect several different types of learning and, where appropriate, represent both coordination and integration. Outcomes are differentiated, in whatever way is needed, for individual students.
1d: Demonstrating Knowledge of Resources	The teacher is unaware of resources to assist student learning beyond materials provided by the school or district, nor is the teacher aware of resources for expanding one's own professional skill.	The teacher displays some awareness of resources beyond those provided by the school or district for classroom use and for extending one's professional skill but does not seek to expand this knowledge.	The teacher displays awareness of resources beyond those provided by the school or district, including those on the Internet, for classroom use and for extending one's professional skill, and seeks out such resources.	The teacher's knowledge of resources for classroom use and for extending one's professional skill is extensive, including those available through the school or district, in the community, through professional organizations and universities, and on the Internet.
1e: Designing Coherent Instruction	Learning activities are poorly aligned with the instructional outcomes, do not follow an organized progression, are not designed to engage students in active intellectual activity, and have unrealistic time allocations. Instructional groups are not suitable to the activities and offer no variety.	Some of the learning activities and materials are aligned with the instructional outcomes and represent moderate cognitive challenge, but with no differentiation for different students. Instructional groups partially support the activities, with some variety. The lesson or unit has a recognizable structure; but the progression of activities is uneven, with only some reasonable time allocations.	Most of the learning activities are aligned with the instructional outcomes and follow an organized progression suitable to groups of students. The learning activities have reasonable time allocations; they represent significant cognitive challenge, with some differentiation for different groups of students and varied use of instructional groups.	The sequence of learning activities follows a coherent sequence, is aligned to instructional goals, and is designed to engage students in high-level cognitive activity. These are appropriately differentiated for individual learners. Instructional groups are varied appropriately, with some opportunity for student choice.
1f: Designing Student Assessments	Assessment procedures are not congruent with instructional outcomes and lack criteria by which student performance will be assessed. The teacher has no plan to incorporate formative assessment in the lesson or unit.	Assessment procedures are partially congruent with instructional outcomes. Assessment criteria and standards have been developed, but they are not clear. The teacher's approach to using formative assessment is rudimentary, including only some of the instructional outcomes.	All the instructional outcomes may be assessed by the proposed assessment plan; assessment methodologies may have been adapted for groups of students. Assessment criteria and standards are clear. The teacher has a well-developed strategy for using formative assessment and has designed particular approaches to be used.	All the instructional outcomes may be assessed by the proposed assessment plan, with clear criteria for assessing student work. The plan contains evidence of student contribution to its development. Assessment methodologies have been adapted for individual students as the need has arisen. The approach to using formative assessment is well designed and includes student as well as teacher use of the assessment information.

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Domain 2: The Classroom Environment

Component	Unsatisfactory	Basic	Proficient	Distinguished
2a: Creating an Environment of Respect and Rapport	Patterns of classroom interactions, both between teacher and students and among students, are mostly negative, inappropriate, or insensitive to students' ages, cultural backgrounds, and developmental levels. Student interactions are characterized by sarcasm, put-downs, or conflict. The teacher does not deal with disrespectful behavior.	Patterns of classroom interactions, both between teacher and students and among students, are generally appropriate but may reflect occasional inconsistencies, favoritism, and disregard for students' ages, cultures, and developmental levels. Students rarely demonstrate disrespect for one another. The teacher attempts to respond to disrespectful behavior, with uneven results. The net result of the interactions is neutral, conveying neither warmth nor conflict.	Teacher-student interactions are friendly and demonstrate general caring and respect. Such interactions are appropriate to the ages, cultures, and developmental levels of the students. Interactions among students are generally polite and respectful, and students exhibit respect for the teacher. The teacher responds successfully to disrespectful behavior among students. The net result of the interactions is polite, respectful, and business-like, though students may be somewhat cautious about taking intellectual risks.	Classroom interactions between teacher and students and among students are highly respectful, reflecting genuine warmth, caring, and sensitivity to students as individuals. Students exhibit respect for the teacher and contribute to high levels of civility among all members of the class. The net result is an environment where all students feel valued and are comfortable taking intellectual risks.
2b: Establishing a Culture for Learning	The classroom culture is characterized by a lack of teacher or student commitment to learning, and/or little or no investment of student energy in the task at hand. Hard work and the precise use of language are not expected or valued. Medium to low expectations for student achievement are the norm, with high expectations for learning reserved for only one or two students.	The classroom culture is characterized by little commitment to learning by the teacher or students. The teacher appears to be only "going through the motions," and students indicate that they are interested in the completion of a task rather than the quality of the work. The teacher conveys that student success is the result of natural ability rather than hard work, and refers only in passing to the precise use of language. High expectations for learning are reserved for those students thought to have a natural aptitude for the subject.	The classroom culture is a place where learning is valued by all; high expectations for both learning and hard work are the norm for most students. Students understand their role as learners and consistently expend effort to learn. Classroom interactions support learning, hard work, and the precise use of language.	The classroom culture is a cognitively busy place, characterized by a shared belief in the importance of learning. The teacher conveys high expectations for learning for all students and insists on hard work; students assume responsibility for high quality by initiating improvements, making revisions, adding detail, and/or assisting peers in their precise use of language.
2c: Managing Classroom Procedures	Much instructional time is lost due to inefficient classroom routines and procedures. There is little or no evidence of the teacher's managing instructional groups and transitions and/or handling of materials and supplies effectively. There is little evidence that students know or follow established routines, or that volunteers or paraprofessionals have clearly defined tasks..	Some instructional time is lost due to partially effective classroom routines and procedures. The teacher's management of instructional groups and transitions, or handling of materials and supplies, or both, are inconsistent, leading to some disruption of learning. With regular guidance and prompting, students follow established routines and volunteers and paraprofessionals perform their duties.	There is little loss of instructional time due to effective classroom routines and procedures. The teacher's management of instructional groups and transitions, or handling of materials and supplies, or both, are consistently successful. With minimal guidance and prompting, students follow established classroom routines and volunteers and paraprofessionals contribute to the class.	Instructional time is maximized due to efficient and seamless classroom routines and procedures. Students take initiative in the management of instructional groups and transitions, and/or the handling of materials and supplies. Routines are well understood and may be initiated by students. Volunteers and paraprofessionals make an independent contribution to the class.
2d: Managing Student Behavior	There appear to be no established standards of conduct, or students challenge them. There is little or no teacher monitoring of student behavior, and response to students' misbehavior is repressive or disrespectful of student dignity.	Standards of conduct appear to have been established, but their implementation is inconsistent. The teacher tries, with uneven results, to monitor student behavior and respond to student misbehavior.	Student behavior is generally appropriate. The teacher monitors student behavior against established standards of conduct. Teacher response to student misbehavior is consistent, proportionate, and respectful to students and is effective.	Student behavior is entirely appropriate. Students take an active role in monitoring their own behavior and/or that of other students against standards of conduct. Teacher monitoring of student behavior is subtle and preventive. The teacher's response to student misbehavior is sensitive to individual student needs and respects students' dignity.
2e: Organizing Physical Space	The classroom environment is unsafe, or learning is not accessible to many. There is poor alignment between the arrangement of furniture and resources, including computer technology, and the lesson activities.	The classroom is safe, and essential learning is accessible to most students. The teacher makes modest use of physical resources, including computer technology. The teacher attempts to adjust the classroom furniture for a lesson or, if necessary, to adjust the lesson to the furniture, but with limited effectiveness.	The classroom is safe, and students have equal access to learning activities; the teacher ensures that the furniture arrangement is appropriate to the learning activities and uses physical resources, including computer technology, effectively.	The classroom environment is safe, and learning is accessible to all students, including those with special needs. The teacher makes effective use of physical resources, including computer technology. The teacher ensures that the physical arrangement is appropriate to the learning activities. Students contribute to the use or adaptation of the physical environment to advance learning.

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Domain 3: Instruction

Component	Unsatisfactory	Basic	Proficient	Distinguished
3a: Communicating with Students	The instructional purpose of the lesson is unclear to students, and the directions and procedures are confusing. The teacher's explanation of the content contains major errors and does not include any explanation of strategies students might use. The teacher's spoken or written language contains errors of grammar or syntax. The teacher's academic vocabulary is inappropriate, vague, or used incorrectly, leaving students confused.	The teacher's attempt to explain the instructional purpose has only limited success, and/or directions and procedures must be clarified after initial student confusion. The teacher's explanation of the content may contain minor errors; some portions are clear, others difficult to follow. The teacher's explanation does not invite students to engage intellectually or to understand strategies they might use when working independently. The teacher's spoken language is correct but uses vocabulary that is either limited or not fully appropriate to the students' ages or backgrounds. The teacher rarely takes opportunities to explain academic vocabulary.	The instructional purpose of the lesson is clearly communicated to students, including where it is situated within broader learning; directions and procedures are explained clearly and may be modeled. The teacher's explanation of content is scaffolded, clear, and accurate and connects with students' knowledge and experience. During the explanation of content, the teacher focuses, as appropriate, on strategies students can use when working independently and invites student intellectual engagement. The teacher's spoken and written language is clear and correct and is suitable to students' ages and interests. The teacher's use of academic vocabulary is precise and serves to extend student understanding.	The teacher links the instructional purpose of the lesson to the larger curriculum; the directions and procedures are clear and anticipate possible student misunderstanding. The teacher's explanation of content is thorough and clear, developing conceptual understanding through clear scaffolding and connecting with students' interests. Students contribute to extending the content by explaining concepts to their classmates and suggesting strategies that might be used. The teacher's spoken and written language is expressive, and the teacher finds opportunities to extend students' vocabularies, both within the discipline and for more general use. Students contribute to the correct use of academic vocabulary.
3b: Using Questioning and Discussion Techniques	The teacher's questions are of low cognitive challenge, with single correct responses, and are asked in rapid succession. Interaction between the teacher and students is predominantly recitation style, with the teacher mediating all questions and answers; the teacher accepts all contributions without asking students to explain their reasoning. Only a few students participate in the discussion.	The teacher's questions lead students through a single path of inquiry, with answers seemingly determined in advance. Alternatively, the teacher attempts to ask some questions designed to engage students in thinking, but only a few students are involved. The teacher attempts to engage all students in the discussion, to encourage them to respond to one another, and to explain their thinking, with uneven results.	While the teacher may use some low-level questions, he poses questions designed to promote student thinking and understanding. The teacher creates a genuine discussion among students, providing adequate time for students to respond and stepping aside when doing so is appropriate. The teacher challenges students to justify their thinking and successfully engages most students in the discussion, employing a range of strategies to ensure that most students are heard.	The teacher uses a variety or series of questions or prompts to challenge students cognitively, advance high-level thinking and discourse, and promote metacognition. Students formulate many questions, initiate topics, challenge one another's thinking, and make unsolicited contributions. Students themselves ensure that all voices are heard in the discussion.
3c: Engaging Students in Learning	The learning tasks/ activities, materials and, resources are poorly aligned with the instructional outcomes, or require only rote responses, with only one approach possible. The groupings of students are unsuitable to the activities. The lesson has no clearly defined structure, or the pace of the lesson is too slow or rushed.	The learning tasks and activities are partially aligned with the instructional outcomes but require only minimal thinking by students and little opportunity for them to explain their thinking, allowing most students to be passive or merely compliant. The groupings of students are moderately suitable to the activities. The lesson has a recognizable structure; however, the pacing of the lesson may not provide students the time needed to be intellectually engaged or may be so slow that many students have a considerable amount of "down time."	The learning tasks and activities are fully aligned with the instructional outcomes and are designed to challenge student thinking, inviting students to make their thinking visible. This technique results in active intellectual engagement by most students with important and challenging content and with teacher scaffolding to support that engagement. The groupings of students are suitable to the activities. The lesson has a clearly defined structure, and the pacing of the lesson is appropriate, providing most students the time needed to be intellectually engaged.	Virtually all students are intellectually engaged in challenging content through well-designed learning tasks and activities that require complex thinking by students. The teacher provides suitable scaffolding and challenges students to explain their thinking. There is evidence of some student initiation of inquiry and student contributions to the exploration of important content; students may serve as resources for one another. The lesson has a clearly defined structure, and the pacing of the lesson provides students the time needed not only to intellectually engage with and reflect upon their learning but also to consolidate their understanding.
3d: Using Assessment in Instruction	Students do not appear to be aware of the assessment criteria, and there is little or no monitoring of student learning; feedback is absent or of poor quality. Students do not engage in self- or peer assessment,.	Students appear to be only partially aware of the assessment criteria, and the teacher monitors student learning for the class as a whole. Questions and assessments are rarely used to diagnose evidence of learning. Feedback to students is general, and few students assess their own work..	Students appear to be aware of the assessment criteria, and the teacher monitors student learning for groups of students. Questions and assessments are regularly used to diagnose evidence of learning. Teacher feedback to groups of students is accurate and specific; some students engage in self-assessment	Assessment is fully integrated into instruction, through extensive use of formative assessment. Students appear to be aware of, and there is some evidence that they have contributed to, the assessment criteria. Questions and assessments are used regularly to diagnose evidence of learning by individual students. A variety of forms of feedback, from both teacher and peers, is accurate and specific and advances learning. Students self-assess and monitor their own progress. The teacher successfully differentiates instruction to address individual students' misunderstandings.
3e: Demonstrating Flexibility and Responsiveness	The teacher ignores students' questions; when students have difficulty learning, the teacher blames them or their home environment for their lack of success. The teacher makes no attempt to adjust the lesson even when students don't understand the content.	The teacher accepts responsibility for the success of all students but has only a limited repertoire of strategies to use. Adjustment of the lesson in response to assessment is minimal or ineffective.	The teacher successfully accommodates students' questions and interests. Drawing on a broad repertoire of strategies, the teacher persists in seeking approaches for students who have difficulty learning. If impromptu measures are needed, the teacher makes a minor adjustment to the lesson and does so smoothly.	The teacher seizes an opportunity to enhance learning, building on a spontaneous event or students' interests, or successfully adjusts and differentiates instruction to address individual student misunderstandings. Using an extensive repertoire of instructional strategies and soliciting additional resources from the school or community, the teacher persists in seeking effective approaches for students who need help.

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Domain 4: Professional Responsibilities

Component	Unsatisfactory	Basic	Proficient	Distinguished
4a: Reflecting on Teaching	The teacher does not know whether a lesson was effective or achieved its instructional outcomes, or the teacher profoundly misjudges the success of a lesson. The teacher has no suggestions for how a lesson could be improved.	The teacher has a generally accurate impression of a lesson's effectiveness and the extent to which instructional outcomes were met. The teacher makes general suggestions about how a lesson could be improved.	The teacher makes an accurate assessment of a lesson's effectiveness and the extent to which it achieved its instructional outcomes and can cite general references to support the judgment. The teacher makes a few specific suggestions of what could be tried another time the lesson is taught.	The teacher makes a thoughtful and accurate assessment of a lesson's effectiveness and the extent to which it achieved its instructional outcomes, citing many specific examples from the lesson and weighing the relative strengths of each. Drawing on an extensive repertoire of skills, the teacher offers specific alternative actions, complete with the probable success of different courses of action.
4b: Maintaining Accurate Records	The teacher's system for maintaining information on student completion of assignments and student progress in learning is nonexistent or in disarray. The teacher's records for noninstructional activities are in disarray, the result being errors and confusion.	The teacher's system for maintaining information on student completion of assignments and student progress in learning is rudimentary and only partially effective. The teacher's records for noninstructional activities are adequate but inefficient and, unless given frequent oversight by the teacher, prone to errors.	The teacher's system for maintaining information on student completion of assignments, student progress in learning, and noninstructional records is fully effective.	The teacher's system for maintaining information on student completion of assignments, student progress in learning, and noninstructional records is fully effective. Students contribute information and participate in maintaining the records.
4c: Communicating with Families	The teacher provides little information about the instructional program to families; the teacher's communication about students' progress is minimal. The teacher does not respond, or responds insensitively, to parental concerns.	The teacher makes sporadic attempts to communicate with families about the instructional program and about the progress of individual students but does not attempt to engage families in the instructional program. Moreover, the communication that does take place may not be culturally sensitive to those families.	The teacher provides frequent and appropriate information to families about the instructional program and conveys information about individual student progress in a culturally sensitive manner. The teacher makes some attempts to engage families in the instructional program.	The teacher communicates frequently with families in a culturally sensitive manner, with students contributing to the communication. The teacher responds to family concerns with professional and cultural sensitivity. The teacher's efforts to engage families in the instructional program are frequent and successful.
4d: Participating in the Professional Community	The teacher's relationships with colleagues are negative or self-serving. The teacher avoids participation in a professional culture of inquiry, resisting opportunities to become involved. The teacher avoids becoming involved in school events or school and district projects.	The teacher maintains cordial relationships with colleagues to fulfill duties that the school or district requires. The teacher participates in the school's culture of professional inquiry when invited to do so. The teacher participates in school events and school and district projects when specifically asked.	The teacher's relationships with colleagues are characterized by mutual support and cooperation; the teacher actively participates in a culture of professional inquiry. The teacher volunteers to participate in school events and in school and district projects, making a substantial contribution.	The teacher's relationships with colleagues are characterized by mutual support and cooperation, with the teacher taking initiative in assuming leadership among the faculty. The teacher takes a leadership role in promoting a culture of professional inquiry. The teacher volunteers to participate in school events and district projects, making a substantial contribution and assuming a leadership role in at least one aspect of school or district life.
4e: Growing and Developing Professionally	The teacher engages in no professional development activities to enhance knowledge or skill. The teacher resists feedback on teaching performance from either supervisors or more experienced colleagues. The teacher makes no effort to share knowledge with others or to assume professional responsibilities.	The teacher participates to a limited extent in professional activities when they are convenient. The teacher engages in a limited way with colleagues and supervisors in professional conversation about practice, including some feedback on teaching performance. The teacher finds limited ways to assist other teachers and contribute to the profession.	The teacher seeks out opportunities for professional development to enhance content knowledge and pedagogical skill. The teacher actively engages with colleagues and supervisors in professional conversation about practice, including feedback about practice. The teacher participates actively in assisting other educators and looks for ways to contribute to the profession.	The teacher seeks out opportunities for professional development and makes a systematic effort to conduct action research. The teacher solicits feedback on practice from both supervisors and colleagues. The teacher initiates important activities to contribute to the profession.
4f Showing Professionalism	The teacher displays dishonesty in interactions with colleagues, students, and the public. The teacher is not alert to students' needs and contributes to school practices that result in some students' being ill served by the school. The teacher makes decisions and recommendations that are based on self-serving interests. The teacher does not comply with school and district regulations.	The teacher is honest in interactions with colleagues, students, and the public. The teacher's attempts to serve students are inconsistent, and unknowingly contributes to some students being ill served by the school. The teacher's decisions and recommendations are based on limited though genuinely professional considerations. The teacher must be reminded by supervisors about complying with school and district regulations.	The teacher displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, and the public. The teacher is active in serving students, working to ensure that all students receive a fair opportunity to succeed. The teacher maintains an open mind in team or departmental decision making. The teacher complies fully with school and district regulations.	The teacher can be counted on to hold the highest standards of honesty, integrity, and confidentiality and takes a leadership role with colleagues. The teacher is highly proactive in serving students, seeking out resources when needed. The teacher makes a concerted effort to challenge negative attitudes or practices to ensure that all students, particularly those traditionally underserved, are honored in the school. The teacher takes a leadership role in team or departmental decision making and helps ensure that such decisions are based on the highest professional standards. The teacher complies fully with school and district regulations, taking a leadership role with colleagues.

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