8/25/85

# MASTER AGREEMENT

BETWEEN THE

**BOARD OF EDUCATION** 

OF THE

KELLOGGSVILLE
PUBLIC SCHOOLS

AND THE

KENT COUNTY
EDUCATION ASSOCIATION

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

AUGUST 30, 1982-AUGUST 25, 1985 Kelloggeville Public Schools 242 52 rd Street S. E. Grand Rapids, Mich. 49508 MASTER AGREEMENT BETWEEN THE KELLOGGSVILLE PUBLIC SCHOOL DISTRICT AND THE KENT COUNTY EDUCATION ASSOCIATION

This agreement is entered into this November 16, 1982, between the Board of Education of the Kelloggsville Public Schools, City of Kentwood, Michigan, hereinafter called the "Board" and the Kent County Education Association, MEA, NEA hereinafter called the "Association". "The term 'Local Association' when used hereinafter shall refer to those employees of the Kelloggsville Public Schools as determined in Article I."

WHEREAS the Board and the Local Association recognize that it is their mutual aim and responsibility to provide a good educational experience for the children of this school district and that the quality of education depends predominantly upon the attitude, quality, morale of the teaching staff, and the amount of mutual cooperation and support between the parties, and

WHEREAS the Local Association and its members are qualified to aid and assist, by making recommendations, in formulating policies and programs designed to promote high educational standards, and

WHEREAS the Board having recognized for the term of this contract, the Association as the exclusive bargaining agent for the teachers in matters of hours, wages, terms and conditions of employment, pursuant to Act 379 of the Michigan Public Acts of 1965, and

WHEREAS the Board and the Association hereby reaffirm their intention to bargain concerning these matters for the benefit of the teachers, the children and the community, and

WHEREAS the parties, following extended and deliberate negotiations, have reached certain agreements which they desire to make a matter of record, it is hereby agreed as follows:

#### ARTICLE I

#### RECOGNITION

- A. CERTIFICATION: Pursuant to Sections 26 and 27 of Act No. 176 of the Public Acts of 1939, as amended, or Sections 11 and 12 of Act No. 336 of the Public Acts of 1947, as amended, and in accordance with the "Certification of Representative", Case No. R 79 E-264 dated June 20, 1979, the Kelloggsville Public Schools (hereinafter referred to as the "BOARD") recognizes the Kent County Education Association (MEA/NEA) (hereinafter referred to as the "ASSOCIATION") as the exclusive representative of all the employees in such unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.
- B. THE UNIT: Pursuant to the certification, the Board recognizes the Association as the exclusive representative for those persons (hereinafter referred to as "TEACHERS") who are employed by the Board in the following position(s):
  - 1. Certified Teachers in K-12 Grades
  - 2. Counselors
  - 3. Special Education Teachers
  - 4. Coordinators
  - 5. Consultants

- 6. School Social Workers
- 7. School Psychologists
- 8. School Nurse
- 9. Librarian
- 10. Headstart Teacher
- C. EXCLUDED FROM THE UNIT: Excluded from this unit are all other persons employed by the Kelloggsville Public Schools.
- D. Any new position created by the Board after the ratification date of this Agreement, possessing the same community of interest, will be included in this unit. Disputes concerning the "community of interest" will be submitted to Michigan Employment Relations Committee
- It is understood any positions in pre-school, except Headstart, and Community Education are excluded.
- E. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

# ARTICLE II

# RIGHTS

A. Teacher Rights. The Board hereby acknowledges that Public Act 379 is an act designed to prohibit strikes by certain public employees, to provide review from disciplinary action with respect thereto; to provide for the mediation of grievances and the holding of elections; to declare and protect the rights and privileges of public employees; and to prescribe means of enforcement and penalties for violations of the provisions of the Act. The Board further recognizes that it is lawful for public employees to organize and to engage in activities for the purpose of collective bargaining and negotiations in matters of hours, wages, terms and conditions of employment. The Board further acknowledges all the provisions of the said Act and hereby assures the Association of its intention to cooperate in putting the law into effect.

Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or lack thereof shall be grounds of any discipline or discrimination with respect to the professional employment of such teacher. However, the Association recognizes that it is the teacher's responsibility to fulfill his/her contractual obligations.

B. Board Rights. The Association hereby acknowledges that the Board, as officially constituted under the laws of the State of Michigan, is responsible for the establishment of policies designed to govern and maintain this school system; and that it is the Association's intention to aid and assist the Board in the performance of these legal responsibilities within the limits of the authority vested in it by law.

The Board on its own behalf and on the behalf of the electors of the school district, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

To the executive management and administrative control of the school system and its employees, properties and facilities.

To hire all teachers, and subject to the provisions of law, to determine their qualifications, the conditions of their continued employment, their dismissal or demotion, and to promote and transfer all such teachers.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and the laws of the State of Michigan and the Constitution and laws of the United States.

In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, without being limited to, the establishment of education policies; the construction, acquisition and maintenance of school buildings and equipment; the evaluation, discipline, promotion and termination of teachers; and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its teachers. The Board and administrative staff shall be free to exercise all of its managerial rights and authority except as limited by this Agreement.

Specific management rights in this Agreement are not intended to be, nor shall be, restrictive of or a waiver of any rights of management not specifically surrendered herein whether or not such rights have been exercised in the past.

C. Association Rights. The Board hereby grants to the Local Association and its members the right to use school building facilities after having made proper application to the building principal for each use desired. The use of office equipment shall be limited to the time between 8:00 A.M. and 4:00 P.M. and shall be operated by Local Association members. When possible, bulletin boards and other established media of communication will be made available to the Local Association and its members. The Local Association shall furnish or buy from the school supplies that are used for carrying on its business.

- D. The Board agrees that no teacher shall be prevented from wearing insignia, or pins of membership in the Association either on or off school premises.
- E. The Board agrees to make available to the Association, in response to reasonable requests in writing to the Superintendent, all information concerning the financial resources of the district, tentative budget requirements, allocations, and such other information as will assist the Association in developing intelligent, accurate, informed procedures and programs on behalf of teachers. Also, upon request in writing, the Board will provide such information as may be necessary for the Association to process any grievances or complaints, with the exception of information contained in teachers' personnel files.
- F. The Board shall notify the Local Association of major revisions of educational policy, the proposed annual budget, tax programs and construction programs, which are under consideration and the Local Association shall be given opportunity to advise the Board with respect to the above matters prior to their adoption and/or general publication.
- G. The Provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in, or association with, the activities of any employee organization.
- H. The parties agree that they will abide by the Board's policy regarding corporal punishment for students which is found in Schedule D which is attached to and incorporated in this agreement. Such policy will not be changed during the life of this agreement without the mutual agreement of the parties.

#### ARTICLE III

# MEMBERSHIP FEES AND PAYROLL DEDUCTIONS

- A. All teachers as a condition of continued employment shall either:
  - Sign and deliver to the Board an assignment authorizing deduction of membership dues, assessments, and voluntary contribution of the Association (including the National, Michigan and Local Education Associations) and such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of a given year, or
  - Cause to be paid to the Local Association, directly or by payroll deduction a fee equivalent to the dues, assessments, and voluntary contributions of the Association (including the National, Michigan, and Local Education Associations) within sixty days of the commencement of employment, or

- 3. Cause to be paid to the Kelloggsville Education Association Scholarship Fund, administered by the Local Association, a representation fee equivalent to the dues and assessments of the Local Association (including the National, Michigan and Local Education Associations).
- 4. Any teacher who shall refuse to pay one of the above options shall be subject to dismissal upon filing of written charges by the Association, and the Board shall notify said teacher immediately, that his/her services shall be discontinued at the end of the current school year.
  - a. The Association shall assume all costs and liabilities of whatever nature incurred by the Board for the enforcement of this Article, except for loss which may be caused by the Board's negligence,
- 5. The Association will protect and save harmless the Board from any or all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purposes of complying with this Article.
- The parties expressly recognize that the failure of any teacher to comply with the provisions of this article is just and reasonable cause for discharge from employment.
- B. The Board agrees promptly to remit to the treasurer of the Local Association all moneys so deducted, accompanied by a list of teachers from whom the deductions have been made. Such sums, of N.E.A., M.E.A., P.A.C. and local dues shall be deducted in the following ways:
  - 1. One payment in October, or
  - 2. Ten equal payments beginning in September and ending in June.
  - 3. P.A.C. deductions will be made in one payment in October and are not a condition of continued employment.

# ARTICLE IV PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. When a teacher is hired for something less than a full time contract, he/she shall be compensated according to the proportional amount of the teaching time for which he/she is contracted. Part-time teachers can be expected to give a proportional amount of time before and after school to the percentage of their contracts. Part-time teachers shall attend all in-service and conference times that occur in their normal work day and two evening conferences. In-service and conference time outside normal work day with the exception of the two evening conferences above, do not have to be attended unless required. If required to attend, the part-time teacher will be given the following in order of consideration:
  - 1. Mutually agreed upon release time during normal contractual time.
  - 2. Hourly pay rate for teaching as a substitute at the secondary level.

Part-time teachers shall receive prorated insurance benefits, where permitted by the insurance carrier. Where not permitted the teacher shall receive equivalent dollars to purchase other available insurance options.

Part-time teachers shall receive full prorated leave benefits as provided in Article XI, Leave Policy. Under Article XIV, Terminal Leave, pro-rated days shall be granted for accumulated sick leave and full years shall be granted for service years.

Part-time teachers shall not be placed on a split schedule unless there is no other possible arrangement in which case the Board will pay a 5% increase in base.

- B. The salary of a teacher shall begin at the time the teacher is required to report for duty. For work beyond that ordinarily assigned to teachers, the teachers shall be entitled to appropriate compensation as established in Schedule A.
- C. The teachers' contracts shall be divided into 26 pay periods, making it uniform for all teachers. The teacher shall have the option of receiving pay checks biweekly through the summer, or a lump sum payment due on or before June 15. Extra duties shall be paid in the following manners:
  - 1. The eligible teacher shall indicate on the yearly extra-duty contract, the method of payment of compensation:
    - a. payment at the end of the duty, or
    - b. one-half payment at the end of each semester.
  - In the instance of a seasonal duty, lump sum payment shall be made at the completion of the duty when the teacher has completed an application for payment form and has it signed by his/her principal.
- D. The school calendar shall be as described in Schedule B attached to and incorporated in this agreement.
- E. A teacher engaged during the school day in negotiation in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary. Every attempt shall be made to conduct such sessions during other than school hours.
- F. All new teachers employed since 1972, shall be given credit for up to seven years outside teaching experience in any school district and shall be placed on the salary step set forth in Schedule A.

When granting credit for outside teaching experience the total amount of time taught shall be rounded off to the nearest whole year. Less than one-half year experience over a full year shall be dropped. One-half year or more experience over the nearest whole year shall be counted as a full year.

G. Teachers involved in extra-duty assignments set forth in Schedule A-3. Extra-Duty Schedule, which is attached to and incorporated in this Agreement shall be compensated in accordance with the provisions of this Article and the annexed schedules.

- Qualified teachers (the qualifications to be determined by the Board) who apply shall be given first consideration for extra-duty assignments set forth in Schedule A-3.
- 2. Experience for extra duties shall be acknowledged by placing the teacher on the appropriate step commensurate with the number of years experience in that extra duty.
  - a. This applies to newly hired staff members beginning their employment in the 1970-71 school year.
  - b. When a coach moves up to a higher level of eeaching in a specific sport, he/she shall be placed on the schedule up to Step 3 based on experience in Kelloggsville at a lower level. This begins with the 1981/82 school year.
- H. The Local Association and the Board shall formulate an agreeable scale for any salaries paid teachers for professional purposes not specifically stated in this Agreement.
- Registered Nurse shall be paid at 75% of appropriate experience step on the B.A. schedule.

# ARTICLE V

#### TEACHING HOURS

- A. The teaching hours shall be as follows:
- 1. Elementary teachers shall be at their teaching stations by 7;55 A,M, Afternoon departure time from teaching stations will be 3;30 P,M, unless the teacher is engaged in school activities or other professional responsibilities and except on days when faculty meetings are held, These hours may be adjusted to equivalent times of up to 10 minutes for teachers and 15 minutes for students in the elementary school.
  - a. Elementary student arrival and departure times will be 8:50 A,M, and 3:15 P.M.
  - b. The preparation periods for elementary teachers during art, music and physical education classes shall be devoted to working with individual students, planning for classes, related school work and principal-teacher conferences. The principal may, after discussion with the classroom teacher, at any time require the teacher to remain in the classroom during any art, music or physical education period when the situation requires the teacher's presence,
  - c. Teachers of art, music and physical education classes shall be scheduled for preparation periods equal to the amount of time a regular elementary classroom teacher is scheduled (uninterrupted if possible), Travel time between buildings shall not be considered preparation time,
- Secondary teachers shall be at their teaching stations by 7:40 A.M.
   Afternoon departure time from teaching stations will be 3:05 P.M. unless the
   teacher is engaged in school activities or other professional responsibilities
   and except on days when faculty meetings are held.

- a. Secondary students arrival and departure times will be 8:00 A.M. and 2:45 P.M.
- b. The preparation hour for secondary teachers shall be devoted to working with individual students, planning for classes and school and classroom related work.
- 3. Dismissal time, on the last day of the school year, for each teacher shall be at the discretion of the building principal. It is agreed that this means when all required duties have been satisfactorily performed by the teacher and when all of the reports required of the teacher have been checked in by the principal, the teacher will be dismissed.
- B. All secondary teachers shall be entitled to a duty-free, uninterrupted lunch period of at least 30 minutes. All elementary teachers shall be entitled to a duty-free, uninterrupted lunch period of at least 40 minutes.
- C. Elementary teachers shall be granted two 15 minute duty-free relief periods, except during days of inclement weather, to correspond with the children's recess periods. On days of the inclement weather, elementary teacher dismissal time will be after all children under their supervision are out of the building.
- D. Afternoon departure time will be 3:30 P.M. in the elementary and 3:05 P.M. in secondary except on days when faculty, in-service, parent conferences and curriculum meetings are held. It is agreed that one day a week except Friday will be set aside when faculty, in-service, parent conferences and curriculum meetings can take place and that teachers can be expected to stay one hour after normal departure time or until 4:30 P.M. in elementary and 4:05 P.M. in secondary when said meetings are scheduled. These departure times may be adjusted if the building is on a different time schedule, or meetings are held in the A.M.
- E. Each teacher is required to attend each faculty meeting as referred to in D above unless he/she is excused by the principal.
- F. Recess supervision shall be assumed by teachers in each building as a paid responsibility. If there is no individual volunteer for recess supervision, it shall be rotated among those teachers within the building and the compensation divided equally among them.
- G. Noon hour supervision may be assumed by teachers as a paid responsibility in each building on a voluntary basis. If there is no individual volunteer for noon supervision, the administration will be responsible for providing qualified supervision from outside the teaching ranks.

# ARTICLE VI

# TEACHING LOADS AND ASSIGNMENTS

- A. The normal weekly teaching load in the secondary school will be 25 teaching periods or supervised study periods and five preparation periods.
- B. Teachers shall not be assigned, except temporarily and for good reason outside their major or minor field of study.
- C. The administration will make its best effort to inform teachers of changes in grade and subject assignments at least 30 calendar days prior to the beginning of each semester. Such changes will be voluntary to the extent possible.

D. Teachers will be notified in person or by certified mail, return receipt requested, of the termination of extra-duty assignments by June 30; otherwise, teachers will retain their positions unless circumstances arise necessitating the elimination of that position. Teachers who do not intend to perform the extra-duty assignment for which they are currently under contract shall notify the Superintendent by May 20th.

# ARTICLE VII

# TEACHING CONDITIONS

- A. The parties recognize that the availability of optimum public school facilities for both student and teacher is desirable to ensure the high quality of education that is the goal of both teacher and Board. It is acknowledged that the primary duty and responsibility of the teacher is to help students learn and that the organization of the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.
  - 1. Class size in the elementary shall be as listed below:

GRADE	MAXIMUM
K-2	27
3-6	29

2. Class size in the secondary shall be as listed below:

	MAXIMUM	<u>M</u>	AXIMUM
English	29	Art	29
Comp. Classes	25	Physical Education	34
Social Studies	29	Health	29
Mathematics	29	Reading Lab	17
Science	29	Vocal Music	Unlimited
Language	29	Instrumental Music	Unlimited
Business	29	Study Hall	Unlimited
Typing	36	Drafting	30
Industrial Arts	24	Learning Unlimited	25
Homemaking	29		

At no time shall a class exceed the reasonable physical limits of the classroom, lab facility or number of work stations available and equipped for students.

- 3. The compensation provided below begins with the first student over the  $\ensuremath{\mathsf{maximum}}$  listed.
- 4. Any traditional elementary class enrolling students in excess of the total number allowed for the grade in question shall be reimbursed by the Board at the rate of \$2.50 per child, per attendance days.
- 5. A secondary class enrolling students in excess of the number of students allowed shall be reimbursed by the Board at the rate of \$.50 per child, per class hour, that is, each class period a student's name is carried on the roll for that class.
- 6. When provided with teacher aide services, secondary Reading Lab will have an established excess figure of 26 for purposes of teacher reimbursement.

- 7. Reimbursement for excess membership under the terms of this Article shall be made subsequent to the end of the semester. The excess membership count shall start after the third week of first semester. For one semester classes in secondary, there shall be a two week adjustment period the second semester. During the adjustment period, excess membership shall not be compensated for and the building principal is to confer with the teachers and make class or room adjustments.
- 8. Paraprofessional services will be available to classroom teachers with excess membership (in lieu of reimbursement) according to the following quidelines:
  - a. In the event a teacher does not receive the services of a paraprofessional when requested for a five (5) consecutive day period the teacher shall receive excess reimbursement from the first day of the loss of services of the paraprofessional, and shall receive excess membership reimbursement for the remainder of the school year or until another paraprofessional is secured.
  - b. Elementary classroom aide time may be provided upon request as follows:

1/4th of school day 1/2 of school day 3/4 of school day Full school day 2 students of excess membership 4 students of excess membership 6 students of excess membership 8 students of excess membership

B. The Board has the authority and right to approve modifications, adjustments or changes in teaching conditions for experimental classes including new technological and innovative approaches in the educational programs.

The parties recognize the need for experimentation and innovation in educational programs. New approaches in staffing and scheduling may involve changes in the length and number of class periods taught and the number of students in a given class.

Supervision of students is the joint responsibility of teachers and administrators during the school day. This includes activities in all school areas.

- C. The Board agrees at all times to keep the schools reasonably equipped and maintained.
  - 1. Any teacher requesting repair must describe the desired repair in writing and submit to his/her building principal.
- D. The Board shall make available in each school, reasonable lunchroom, restroom and lavatory facilities exclusively for teacher use and at least one room reasonably furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted.
- E. Telephone facilities shall be made available to teachers for their reasonable use. Long distance calls of a personal nature should not be charged to the school phone.
- F. Reasonable parking facilities shall be made available to teachers.

- G. Each teacher's contractual time shall be the number of Teacher Attendance Days established in Schedule B, attached to and incorporated in this Agreement. When a teacher is absent from his/her duties, and this absence is not allowable under the leave policy, said teacher shall have deducted an amount determined by dividing the contractual salary by the number of Teacher Attendance Days multiplied by the number of days absent. The Association shall be notified of all reductions in pay.
- H. If it shall be necessary for a teacher to come in late or leave during the morning or afternoon within provisions of ARTICLE XI of this agreement, he/she shall be charged by dividing the instructional day by 6 and charging the sick leave accordingly. If the absence is not covered by the sick leave policy, he/she shall be deducted in the same manner.
- I. Any teacher required to travel between buildings as part of his/her contractual assignment shall be reimbursed, at a rate equal to the current rate established by the Board of Education for the administrative staff.

# ARTICLE VIII

# PROFESSIONAL QUALIFICATIONS

- A. All instructional personnel shall possess teaching certificates that legally qualify them for the work to which they are assigned. The acquisition of such certificates and keeping them up-to-date is the responsibility of each teacher.
- All teaching certificates shall be duly recorded with the Superintendent. If by March of the current year, a teacher is not in possession of a certificate to teach that is valid for the next school year, his/her position will automatically be declared vacant and the Board will be expected to fill the position with a properly certified teacher.
- B. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university.
- C. When the District newly employs teachers for vocational teaching positions which are eligible for Federal or State reimbursement, said teachers shall hold certification that enables the district to qualify for such funding.

# ARTICLE IX

# VACANCIES AND PROMOTIONS

A. Whenever a vacancy in any position of this unit and/or administration of the Board in the district shall become known during the school year the Board shall publicize the same by giving immediate written notice of such vacancy to the Local Association and the Board shall be responsible for providing of appropriate posting in each school building. No vacancy shall be filled, except in case of emergency, until such vacancy shall have been posted for at least 3 teaching days or until the last working day of the school year, whichever is the shorter period, giving first consideration to those on the staff who have given previous notice in writing of a desire to change assignment. All known vacancies shall be posted before the end of the school year.

- B. Any teacher may apply for any vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants and the length of time each has been in the school system. This includes promotions to supervisory and executive levels.
- C. Any part-time teacher, who elected to have a part-time position in the past, will be given preference when applying for vacant full time positions for which they are qualified, and for which there is no qualified person on layoff.

#### ARTICLE X

# TRANSFERS

- A. Since transfers of teachers may be distuptive of the educational process and could interfere with high teacher performance, the Board agrees that unrequested transfers of teachers will be avoided when possible. Reasons for transfers may be length and quality of service, qualification and competency for a new assignment, and the teacher's professional qualities as they relate to students, parents and other teachers.
- B. Any teacher who shall be transferred to supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he/she may have had prior to such transfer, and time served in supervisory position shall be credited as time taught for placement on the salary schedule. An administrator who wishes to return to a teaching position may do so. If there is no vacancy for which he/she is better qualified (by experience and academic background), he/she shall return to his/her original position within the senority and qualifications listed in Article XIX.
- C. When transfers are to be made, a conference with the teacher concerned shall be held with the Superintendent. The reason for the transfer shall be reviewed. The administrative decision that follows shall be in writing by the Superintendent to the Local Association and the teacher involved. The Administration will make its best effort to notify the teacher and Association at least 30 days prior to such transfers.
- D. When teachers are to be transferred for reasons of decreased or increased enrollments, consideration shall be given to the length and quality of service which these teachers have rendered in the system in permitting the teachers involved to indicate preference of assignment.
- E. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building or position shall be made in writing, one copy of which shall be filed with the Superintendent and one copy shall be filed with the Local Association. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.

#### ARTICLE XI

# LEAVE POLICY

- A. All teachers shall be granted 12 days "leave" annually, two of which shall be personal business days, credited at the beginning of each school year, which shall be available for use when it becomes necessary to be absent from duty by reasons of personal illness and/or other approved reasons.
  - 1. The parties agree there may be personal conditions or circumstances which may require teacher absenteeism for other reasons than heretofore mentioned. The parties agree that such leave may be used under the following conditions:
    - a. This leave shall be used only in situations of urgency for the purpose of conducting personal business which is not practical to transact on the weekends, after school hours or during vacation periods.
    - b. Teachers desiring to use such leave shall submit their notice on the application form (provided by the Board) at least five (5) working days in advance of the anticipated absence except in cases of emergency; in such case, the teacher shall apply as soon as possible. This form must be filed with the Superintendent for action in accordance with these provisions. The general reason shall be briefly explained on the form except when the teacher stipulates personally to the Superintendent that it is of a sensitive or personal nature.
    - c. Such leave shall not be used for seeking other employment, rendering services, or working either with or without remuneration for themselves or for anyone else, for hunting, fishing or other recreational activities. It is further understood such leave shall not be granted for the first or last day of the school year nor on the first working days preceding or following a vacation period or holiday. Exceptions to the above may be made at the discretion of the Superintendent.

Examples of acceptable days shall be: graduation exercises for the teacher, wife, son or daughter; honors convocation honoring the teacher and/or military departure of a son or daughter; legal contracts or business; personal or family emergencies requiring legal, social or religious counseling, or religious holidays not included in the school calendar or failure of public conveyance. Personal business days may be claimed if extreme emergency prevents a teacher from getting to work.

- 2. Maximum length of leave shall not exceed 2 days per school year.
- B. In the case of first year teachers, one day per calendar month up to a total of 12 days shall be allowed the first year. If a new teacher is absent more than one day in any month, by reason of personal illness and/or other approved reason, credit shall be allowed at the end of the school year for those days, providing the teacher has accumulated a sufficient amount of unused "leave" days.
- C. Each teacher shall be entitled to an accumulation of the unused portion of each year's leave without limitation. Any teacher whose personal illness extends beyond the period compensated shall be granted a leave of absence without pay for up to the remainder of the school year renewable by the Board upon request of the teacher. Upon return from leave, a teacher shall be assigned to the same position if available; or an equivalent position, if available.

- D. In order to qualify for leave benefits as expressed in Section "A" of this article, employees without accumulated leave shall work at least 10 full days of the new school year.
- E. A maximum of (5) days per school year for serious illness in the immediate family shall be allowed. The purpose of this leave is to care for the ill person and shall not be used for "baby-sitting". "Immediate family" for this section and the following section shall be interpreted to include husband, wife, parents, children, brothers, sisters, grandparents, mother-in-law, father-in-law, or any other person living in the same household with the teacher.
- F. One day for attendance at the funeral of a person outside the teacher's immediate family. A maximum of two such days shall be allowed.
- G. Leave, with pay and time not chargeable against the teacher's allowance shall be granted for a maximum of five days for death of husband, wife, parents, children, brothers and sisters. Leave, chargeable against teacher's allowance shall be allowed for death of mother-in-law, father-in-law, grandparents, or any other person living in the same household with the teacher.
- H. Leave, with pay and time not chargeable against the teacher's allowance, shall be granted for a total maximum of five days for the following reasons:
  - 1. Visitations at other schools, attending educational conferences or conventions must be approved by the Superintendent.
  - 2. Time necessary to take the selective service physical examination.
- I. Exceptions to the above paragraphs A through H can be made by the Superintendent for additional days and shall not be subject to the grievance procedure. These additional days shall be deducted from accumulated leave.
- J. A teacher called for jury duty or to give testimony before a judicial tribunal shall be compensated for the difference between the teaching salary and the compensation received for the performance of such obligation. Time spent on jury duty shall not be chargeable against a teacher's leave allowance provided such service was not volunteered by the teacher.
- K. The Board shall grant a leave without pay and benefits for child care to any teacher under the following conditions:
  - The child to be cared for is a legal dependent of the teacher who is requesting such leave.
  - 2. The child to be cared for is newborn, recently adopted, recently placed in the legal custody of the teacher by a court, or critically ill or injured. Upon request by the Board the teacher may be required to furnish proof of critical illness or injury from the attending physician. The Board, at its expense, may request a second statement from a physician of its choice.
  - The teacher shall submit such request in writing to the Superintendent, or designee, as soon as the teacher is knowledgeable that the leave is imminent.
  - 4. The request shall indicate the beginning and ending date of the leave. The leave shall terminate only at the beginning of a semester unless altered by mutual agreement with the Superintendent or designee.

- 5. The duration of such leave shall not be greater than one calendar year, unless mutually extended by the Superintendent, or designee and the teacher.
- No teacher on such leave shall be employed in a similar position, or by another board of education.
- 7. Upon return from such leave the teacher will be assigned to the teacher's former position provided the position is available. If such a position is not available, the teacher will be assigned to a comparable position giving due consideration to the teacher's qualifications and credentials.
- L. Any tenure teacher shall be granted a one year leave without pay, benefits and increment, upon request for the purpose of educational experience, education or travel. An additional year may be granted. A teacher upon return from this leave shall be restored to his/her former position or to one of comparable status. Requests for such leave shall be made by May 1 and such leaves may be limited by the Board to 3 per school year. Leaves shall be granted in order of request to the Board. This in no way is intended to limit the power of the Board to grant additional leaves under this provision.
- M. Teachers who are officers of the Michigan Education Association or who are appointed to its staff may, upon written application to the superintendent, be given a leave of absence for one year without pay, benefits, or increments and leave allowance. The teacher shall be restored by the Board only if a position for which he/she is qualified is available. Each teacher on any leave for one semester or longer must give the Board written notice 45 days prior to beginning of the semester of return that he/she would like to return to employment.
- N. A tenure teacher shall be granted a one year leave of absence without pay, benefits, or increment for the purpose of career exploration. A teacher upon return from this leave shall be restored to his/her position or to one of comparable status. Requests for such leave shall be made by May 1 on a first to apply basis. The number of persons given career exploration leave, in any year, shall not exceed one person or one percent of the total number of instructional employees.
- O. Military leaves of absence without pay for state or national emergencies shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces, until his/her normal military obligation, under the law, is fulfilled. Teachers on such military leave shall be given the benefit of any increments and leave allowances which would have been attained by them had they remained in active service to the school system. These benefits are not intended to apply to "career" servicemen.
- P. Meetings of local, state and national education organizations.
  - 1. Teachers may apply in writing, to the Superintendent, for permission to participate in meetings of local, state and national education organizations.
    - a. If approval is granted by the Superintendent, expenses incurred in attendance and the salary of the teacher shall be paid by the Board.
    - b. Eligibility to attend such meetings shall be based upon professional interest and leadership as determined by the Superintendent.
    - c. The attending employee shall file with the Secretary of the Board a report on the activities of the meeting or conference.
    - d. It is specifically understood that this section does not apply to meetings of an organizational nature sponsored by the M.E.A.

2. The Board shall provide up to a total of five (5) days per year for use by the Local Association President or his/her designee for Local Association business. The application for such days shall be processed through regular leave day request procedures.

There will be no deduction from the leave day accumulation of the Local Association President or his/her designee for days so granted. It is understood that daily rate of the substitute teacher shall be reimbursed by the Local Association to the Board of Education.

- Q. When an employee, for any reason, is unable to attend a conference for which school has been dismissed, the usual leave regulations shall apply.
- R. The Board may grant a leave of absence without pay, benefits, or increments and leave allowances to any teacher to serve in a public office. The teacher shall be restored by the Board only if a position for which he/she is qualified is available. Each teacher on any leave for one semester or longer must give the Board written notice 45 days prior to beginning of the semester of return that he/she would like to return to employment.
- S. Upon application of qualified personnel, the Superintendent, after discussion with the applicant, may make a recommendation to the Board of Education and the Board may grant a sabbatical leave to a contract employee who has been employed at least seven years, and who has not had a sabbatical leave during the seven years immediately preceding. The teacher shall be responsible for making the appointment for the aforementioned conference. The leave granted shall not exceed two semesters and shall be for the purpose of study (and for such other purposes) as approved by the Board of Education.
  - 1. A teacher on sabbatical leave shall receive as compensation during the period of absence one-half of his/her regular scheduled salary and one-half of his/her normal insurance premium paid by the school. Compensation shall be paid at the same time as to other teachers of his/her professional rank. A teacher on sabbatical shall receive the scheduled increment and/or adjustments in salary, and credit toward retirement the same as he/she should have received were he/she occupying his/her regular assignment.
  - 2. The number of persons given sabbatical leave, in any year, shall not exceed one person or one percent of the total number of instructional employees. If the number requesting sabbatical leave exceeds the number of such leaves available as determined by the Board, the selection shall be based on:
    - $\ensuremath{\mathbf{a}}.$  The estimated value of the plan to the individual and to the school system.
    - b. The amount of seniority.
    - c. The length of time since the last sabbatical leave.
    - d. The program to be pursued shall be a degree program related to his/her teaching assignment.

- 3. A teacher on sabbatical leave shall report all compensation received from sources other than the Board of Education, provided that compensation shall not include such items as allowance for travel, cost-of-living adjustments for foreign service, research, or other expense in connection with the project. The total compensation for his/her studies shall not exceed the salary he/she would have received on the regular salary schedule or his/her sabbatical compensation shall be reduced a proportionate amount.
- 4. A teacher who receives a sabbatical leave shall agree to return to service with the Board of Education for a period of four years. The teacher who fails to return to the system for the full four years upon completion of his/her sabbatical leave shall refund compensation paid to him/her on a prorated basis.
- 5. A teacher upon return from sabbatical leave shall be restored to his former position or to one of comparable status. He/she shall make such reports of his/her activities as may be required by the Superintendent.
- T. A teacher who suffers injury while actively engaged in his/her school duties will decide whether they are to be compensated under their accumulative sick leave or on the basis of Worker's Compensation in accordance with regulations and policies established by the State of Michigan. The first ten days following the injury will not be deducted from sick leave.
- U. A "leave bank" has been established and shall be administered according to the following guidelines:
  - 1. The "leave bank" shall include both teachers and administrators.
  - Teachers and administrators shall be asked if they desire to contribute one day of leave to the "leave bank" by filling out a mutually agreed upon form for same.
  - Whenever the balance of leave days in the "leave bank" is exhausted, teachers and administrators shall again be contacted for a contribution of one day.
  - 4. The Central Office shall maintain a record of those who have contributed leave days to the "leave bank" and of withdrawals from the "leave bank".
  - The Association shall be responsible for contacting teachers and administrators regarding contributions to the "leave bank".
  - 6. Withdrawals from the "leave bank" may be made only by teachers and administrators who have obtained tenure and fifteen days accumulated leave. Once a teacher has benefitted by or participated in the "leave bank" he/she will remain in the "leave bank" by continuing to contribute one day per year. When requested to do so newly eligible teachers must contribute a day in order to participate in the "leave bank".
  - 7. The committee which approves withdrawals has the authority to set a waiting period after a person's sick leave days are used up, of up to 15 days before withdrawal may be made from the "bank".
  - 8. The committee has the full authority to grant no more than 50 days per year to be used by all teachers and administrators.

- 9. In special cases, upon unanimous decision of the committee and with the approval of the Board of Education, additional days could be granted.
- 10. Withdrawals from the "leave bank" may be made only after the teacher or administrator has entirely used up his accumulated leave.
- ll. After due application for the withdrawal, withdrawals must be approved, on a mutually agreeable form, by a committee composed of the Superintendent, Building Principal, Association President and Building Representative. Three affirmative votes from the above four committee members shall constitute approval of the withdrawal. The committee shall determine if the purpose of withdrawal is valid, and the number of days that may be withdrawn in each case. In all cases, the decision of the committee is final and is not subject to the grievance procedure.
- 12. "Leave bank" days shall be paid at the rate of a person on the Fifth step of the B.A. Salary Schedule.
- 13. Exceptional cases may be considered by the committee and their decision shall be subject to the approval of the Board of Education.
- 14. The balance of leave days in the "leave bank" shall be carried over from year to year.
- V. Leaves of absence will not be granted for vacation periods or for extension of school vacation periods. However, if such leaves are taken the school district can issue a Letter of Reprimand to the violating teacher.
- W. The Board may grant additional leaves without pay, benefits and increment at its discretion.
- X. Excessive abuse of the leave policy shall be grounds for disciplinary procedures up to and including suspension and/or discharge, provided the Local Association agrees that the abuse is excessive.

# ARTICLE XII

# THE INSTRUCTIONAL POLICY COUNCIL

- A. There is hereby established an Instructional Policy Council which shall be composed of:
  - 1. A teacher from each building selected at the first building meeting.
  - 2. An Elementary principal.
  - 3. A Junior High principal.
  - 4. A High School principal.
  - 5. A central office administrator.
  - 6. Two parents appointed by the Superintendent.
  - 7. Two Student Council members appointed by the Superintendent. (non-voting)

- B. The Council shall determine its meeting dates and hours. The Council and/or committees shall meet once a month during the school hours or during specified contractual times (See Article V. D.)
- C. The chairperson of the council shall be the Superintendent, or designee, and the secretary shall be an administrator.
- D. The Council shall have responsibility for:
  - 1. Overseeing the in-service program for teachers.
  - 2. Overseeing the review of curricular programs and making recommendations for modifications.
  - Development and coordination of innovative educational programs which are approved by the Board upon recommendation of the Council.
  - 4. Recommending the purchase of materials, supplies and equipment used by classroom teachers in the instructional process. (Normal day-to-day supplies would be excluded.)
  - Initiating such committees and task forces as it deems advisable and giving:
    - a. Specific charges.
    - b. Progress schedule.
    - c. Termination date.
  - 6. Asking the teachers to serve on the committee of their choice.
- E. Each teacher who has refused to serve on a committee can be appointed to serve by a sub-committee of the I.P.C. composed of the Superintendent, a secondary principal and an elementary principal.
- F. The Board shall undertake to act promptly by either accepting or referring back to said council for further study, all recommendations made from said council.
- G. If a teacher does not serve, he/she shall be actively engaged in activities to improve his/her own instructional program.

# ARTICLE XIII

# PROFESSIONAL BEHAVIOR

- A. Teachers shall comply with reasonable rules, regulations and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being.
- B. The Association recognizes that abuse of such leave or other leaves, chronic tardiness or absence, willful deficiency in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. The Board, in recognition of the concept of progressive correction shall notify the teacher in

writing of alleged delinquencies, indicate expected correction and indicate a reasonable period for correction. Alleged breaches of discipline or the Code of Ethics of the Education Profession shall be promptly reported to the offending teacher and the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher, and in appropriate cases, may institute proceedings against the offending teacher.

- C. A teacher shall at all times be entitled to have present a representative of the Local Association when he/she is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request is made for such representation, no further action shall be taken with respect to the specific teacher until such representative of the Local Association is present.
- D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Local Association.

#### ARTICLE XIV

#### TERMINAL LEAVE

- A. Teachers who leave the Kelloggsville School system after five full years of service shall be compensated for any unused accumulated leave at the rate of \$10.00 for each day. Notice must be given by July 1 in order to qualify for this provision unless given special permission by the Board.
- B. Teachers who retire from the Kelloggsville School system after 10 years of service shall be compensated for any unused accumulate leave at the following rates:

1.	Age	55-58	\$15.00	per	day
2.	Age	59-62	\$10.00	per	day
3.	Age	63-over	\$ 5.00	per	day

C. In addition to the above a terminal leave payment of:

1. Age 55-58 \$30.00 per year of service 2. Age 59-62 \$25.00 per year of service 3. Age 63-over \$20.00 per year of service

in the district will be paid upon retirement under the Michigan School Retirement Laws, provided the teacher shall have been employed in the school district for 10 years. Notice must be given by May 1 in order to qualify for this provision unless given special permission by the Board.

# ARTICLE XV

# INSURANCE PROTECTION

The Board agrees to provide insurance coverage for each teacher as stated in Schedule C, attached to and incorporated in this Agreement.

#### ARTICLE XVI

# TEACHER EVALUATION

- A. The parties recognize the importance and value of developing a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, to this end, the procedure as stated in the appendix shall be followed.
- B. Teachers shall have the privilege upon request to review the contents of his/her own personnel file in the presence of an administrator.
- C. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

# ARTICLE XVII

#### STUDENT TEACHING

Teachers and/or departments having student teachers shall submit to the Board, during the school year, the name of the student teacher and the sponsoring college. By June 1 the total amount received from the sponsoring institutions will be divided by the number of critic teachers who shall spend their share as indicated below.

- A. In the secondary school, these monies shall be made available to the department in which the student teacher served and shall be spent on materials and/or projects beneficial to the students.
- B. In the elementary school, these monies shall be made available to the individual buildings to be used for the welfare of the school at the discretion of the teachers at the grade level at which the student teachers served.
- C. The Board and the local Association agree with the principle that these funds shall always be used to benefit the children of the school district.
- D. No supervising teacher shall have more than one student teacher in any one school year.

# ARTICLE XVIII

# PROTECTION OF TEACHERS

A. The parties recognize that it is the duty of teachers and administrators to maintain control and discipline on the school site. The parties recognize that the Administration and the Board have the responsibility to give complete support and assistance to teachers in this respect. When in the opinion of the principal and the teacher, a pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will, after having received a written referral from the teacher, take reasonable steps to relieve the teacher of sole responsibility with respect to such pupil.

- B. Any case of assault by a student upon a teacher in or out of school or by a third party if it occurs in school or at a school function shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- C. In the event of legal action against a teacher as a result of any proper action taken by the teacher against a student, such as that outlined in the Board Policy Book, Section 455.1, the Board will provide counsel and all necessary assistance to the teacher's defense.
- D. Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher's leave allowance.
- E. Formal complaints directed toward a teacher shall be promptly called to the teacher's attention.

#### ARTICLE XIX

# REDUCTIONS IN PERSONNEL AND ANNEXATIONS AND CONSOLIDATIONS OF DISTRICT

- A. To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined.
- B. In the event this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated districts based upon seniority and qualification that existed in the respective districts prior to consolidation or annexation.
- C. Should substantial changes in student population or other conditions make necessary a general reduction in the number of teachers employed by the Board, the Board will retain as nearly as possible those teachers with <u>first</u>, the longest continuous service in the district, and <u>second</u>, <u>valid</u> teaching certificates, provided such teacher is properly qualified, except in cases involving teacher utilization of paragraph F.3.
  - 1. Teachers shall be given sixty (60) days notice of layoff.
- D. Seniority List the district shall prepare and present to the Association annually by January 15 a current seniority list of bargaining unit members. Said list will provide name, seniority date, length of service, certification, and note any unpaid leave time of all bargaining unit members. Ties in seniority shall be broken by a drawing of lots, with all affected individuals, an Association representative, and an administrator present.
  - 1. Errors in the list, if any, must be identified, in writing, to the district within thirty (30) days of presentation to the Association. If no errors are presented, the list shall be deemed to be accurate.
  - Seniority in the district shall be based upon length of service to the school district. The seniority date shall be the date on which an original

written contract offer is made. Length of service shall be computed from the seniority date minus any time spent on unpaid leave (except that time spent on sabbatical, military, maternity, career exploration, or child care leave shall count toward years of service and shall not be deducted). Part time employment shall not interrupt years of service and shall not be pro-rated.

- E. Changes in a laid-off teacher's certification after the beginning of the school year shall not permit the teacher to replace a lesser seniored teacher in the position of new certification during that school year. Laid off teachers working to complete new certification(s) will notify the district in writing by June 1 of the preceding school year.
- F. The Board and the Association agree that should an increase in the staff become necessary, the following steps will be followed in recalling teachers.
  - 1. Should change in the student population or other conditions make necessary an increase in the number of teachers employed by the Board, the Board will recall teachers on layoff in the order of most seniority, provided the teacher(s) is certified and qualified for the position. No new teachers shall be employed by the Board while there are teachers of the District on layoff unless there are no laid off teachers who are certified and qualified to fill the vacancy.

# 2. Qualifications are:

- a. For positions at the secondary level, possessing at least eighteen (18) semester hours of academic preparation toward compliance with accreditation standards of North Central Association of Colleges and Schools in the subject to be taught.
  - (1). If teacher is certified and qualified but not in compliance with North Central accreditation standards, as per Schedule E, the teacher shall be allowed a one (1) year period within which to acquire the necessary academic preparation to comply with the North Central accreditation standards. Proof of expected compliance with the accreditation standards must be filed with the school district sixty (60) days prior to the end of the school year in which such extension is granted.
- b. For positions at the seventh and eighth grade levels in social studies, language arts, math or science, possessing at least twelve (12) semester hours of academic preparation in the subject area to be taught or previous teaching experience of at least two (2) years in the Kelloggsville Public Schools in the subject area to be taught. For all other positions at the seventh and eighth grade levels, specific certification in the subject to be taught.
- c. For positions at the elementary levels, possessing elementary certification, except for positions in special teaching areas such as music, art, and physical education for which the teacher must possess specific certification in the subject to be taught and meet the requirements of any federally funded or state aid program. When a teacher from the elementary special teaching areas who has not taught in a regular classroom during the previous five (5) years, is taking a position in a regular elementary classroom, said teacher must have completed at least three (3) semester hours in the teaching of reading within the last five (5) years.

- 3. Pertaining to paragraphs a, b, and c above, if a teacher is certified but not qualified for a position, the teacher shall be allowed a one (1) year period within which to acquire the necessary academic preparation. Notice of intent to complete such academic preparation must be filed with the school district within sixty (60) days of the receipt of the notice of layoff. During said year, the teacher shall have the right to teach in the area of certification and intended qualification.
- G. The parties agree that a teacher's eligibility for recall shall terminate:
  - 1. When recalled for a full time teaching position and he/she does not make himself/herself available for assignment within ten (10) working days of receipt of the recall notice during the school year, or within twenty (20) calendar days of receipt of the recall notice during the summer, but prior to August 15.
  - 2. If recall occurs for a position which is known to exist only for the balance of that school year, refusal of such shall not cause the teacher's name to be removed from the recall list.

Said teacher will be expected to fill the vacated position for the next school year if the school district determines a position is available.

A teacher on the recall list is responsible for maintaining accurate address information with the Board.

In order to be eligible for recall rights after twelve (12) months on continuous layoff, the employee must notify the Board, in writing, by May 1 of each school year that he/she desires to remain on the recall list for the coming school year. Such notice shall include the employee's current address and at least one phone number to be used in contacting the employee. In the event the employee does not notify the Board within (30) calendar days of May 1, the employee shall be considered and processed as a termination of employment from the Board.

- H. The Board agrees to give any properly certified teacher who is laid off from district members of the Kent County Education Association (K.C.E.A), and who applies; the opportunity to interview for a vacancy or new position if they are, in the sole opinion of the Board, qualified for the position. This article is not subject to Article XXI of this Agreement.
- I. It is further agreed that the refusal to accept a part time position will not remove a teacher from the recall list.

# ARTICLE XX

# NEGOTIATION PROCEDURES

A. This Agreement shall constitute the contractual obligations of the Board and the Association for the term of the contract. They are not subject to re-negotiation except by mutual consent until March 1st of the year of expiration at which time the Board and the representatives of the teachers will begin new negotiations. This Agreement is reached in order to assure both parties to the contract of mutual respect each pay to it and that it has the unalterable effect of a binding, legal and moral agreement.

B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by the Board of Education and by the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

#### ARTICLE XXI

# PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURE

A. Grievance is a claim by any teacher, group of teachers or the Association that there has been a violation, misinterpretation causing a violation or misapplication of any provision of this Agreement. The K.C.E.A designates the Local Association President or his/her designee as the agent responsible for the processing of grievances.

# B. Purpose -

- The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree these proceedings shall be kept as informal and confidential as may be appropriate at any level of this procedure.
- 2. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Local Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Local Association has been given opportunity to be present at such adjustment.

# C. Procedure - (SEE APPENDIX FOR GRIEVANCE FORM)

- Level One A teacher may, within fifteen calendar days of the occurrence
  of the alleged grievance, discuss it with his/her immediate supervisor or
  principal, individually or together with his/her Local Association representative
  with the object of resolving the matter informally.
- 2. Level Two If the aggrieved is not satisfied with the disposition of his/her grievance at Level One, he/she may file the grievance in writing and signed no later than ten calendar days following the discussion held at level one to his/her principal who shall meet with the aggrieved or his/her representative. At this level the grievance must be co-signed by the Local Association and the teacher involved. Within ten calendar days of this meeting, the principal shall give to the aggrieved and the Local Association, a written response to the grievance.
- 3. Level Three If the aggrieved is not satisfied with the disposition of his/her grievance at level two, he/she may file the grievance in writing no later than ten calendar days following the discussion held at level two to the Superintendent or his/her representative who shall meet with the aggrieved or his/her representative. Within ten calendar days of this meeting, the Superintendent shall give to the aggrieved and the Local Association, a written response to the grievance.

- 4. Level Four If the aggrieved is not satisfied with the disposition of the grievance at Level Three, the aggrieved may within twenty (20) calendar days thereafter transmit it in writing to the Secretary of the Board with a statement of the reasons why it is being appealed. At the next regular meeting of the Board, or at a meeting specially called for this purpose, the Board shall consider the grievance and may cause to have held a hearing thereon, may designate one or more of its members to hold the hearing or otherwise investigate the grievance or prescribe such procedure as it may deem appropriate for consideration of the grievance. The Board or Board Committee shall make a final decision thereon within forty-five (45) calendar days or earlier of receipt of the grievance at Level Four.
- 5. Level Five If the decision of the Board is not satisfactory to the aggrieved, the grievance may be submitted to arbitration by written notice given by the Local Association within thirty calendar days after receipt of the Board's decision. An impartial arbitrator shall be selected by the parties from a panel of five qualified persons prepared by the Michigan Employment Relations Commission in accordance with its procedure. This selection shall be made at a meeting of the Superintendent and the President of the Local Association and shall be recorded in writing signed by both parties.

Neither party shall be permitted to assert in such arbitration proceeding any ground or rely on any evidence not previously disclosed. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the decision of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

Any arbitration proceeding conducted under the terms of this Agreement shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. Cost of the arbitrator shall be paid by the Board of Education and the Association equally.

- D. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all professional compensation lost, at the discretion of the arbitrator. If he/she shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him/her.
- E. Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person. Provided, however, that any teacher may in no event be represented by an officer, agent or other representative of any organization other than the Local Association. The Local Association shall have the right to be present and to state its views at all stages of the grievance procedures.
- F. If a grievance arises from the alleged action of authority higher than the building principal, the grievance may be presented at Level Three of the grievance procedure. The building principal shall receive a copy of the grievance from the Association. At this level the grievance shall be signed by the Association and the teacher involved. The grievance, the alleged action, and the reasons for filing the grievance shall be presented at this time.

#### ARTICLE XXII

# MISCELLANEOUS PROVISIONS

- A. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board. This Agreement, within the scope of its coverage, shall supersede any rule, regulation or policy of the Board which shall be contrary to or inconsistent with its terms.
- B. Copies of this Agreement shall be reproduced at the expense of the Board and given to all teachers now employed or hereafter employed by the Board.
- C. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, determined by the court, State or Federal Agency of proper jurisdiction, then such provision or application shall be null and void and shall no longer be a segment of this Agreement.
- D. Professional Study Committees shall be formed at the mutual request of both parties to study professional problems to mutual concern. Such committees shall be composed of members appointed by the Board and the Local Association.
- E. A meeting of the Administration and the local Association representatives, the Local Association President, a member to be chosen by the Local Association Board of Directors, Assistant Superintendent and Superintendent, shall be held on a mutually agreed upon day each month for the purpose of reviewing the administration of the contract, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
- F. There shall be four signed copies of this Agreement for purposes of record; one retained by the Board, two by the Association and one for the Superintendent.
- G. Nothing in this Agreement shall require either the Board or Association to negotiate during the term of this Agreement. However, this Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the Board and Association, in writing, and signed by representatives of the Board and Association.

### ARTICLE XXIII

# CONTINUITY OF OPERATION

- A. During the term of this Agreement, neither the Association nor any person acting in its behalf, nor any individual teacher will cause, authorize, support or take part in any strike (i.e. the concerted failure to report for duty, or willful absence of a teacher from his/her position, or stoppage of work or abstinence, in whole or in part, from the full, faithful and proper performance of the teacher's duties of employment) for any purpose whatsoever. It is further agreed the Association will not itself and will not request any other organization to place a sanction of any form on the Kelloggsville Public Schools.
- B. 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 contractual duties or who refuses to participate in any of the activities by this Article.

- C. In the event the Association or any teacher(s) or both violate the intent of this Article the Association shall be held liable for any and all damages and/or expenses incurred or suffered by the Board. Further, any teacher involved in the violation of this Article may be subject to disciplinary action.
- D. In the event the Board violates the intent of this Article, the Board shall be held liable for any and all damages and/or expenses incurred or suffered by the Association.
- E. During the life of this Agreement, the Kelloggsville Board of Education will not "lockout" any member of the K.C.E.A in any school of the Kelloggsville School

# ARTICLE XXIV

# DURATION OF AGREEMENT

This Agreement shall be effective as of August 30, 1982, and shall continue in effect for three years until August 25, 1985. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date here indicated. However, upon mutual consent of both parties to the Agreement, re-negotiation of part or all of this Agreement may take place at any time during the term of this contractual agreement.

BOARD REPRESENTATIVE

ASSOCIATION REPRESENTATIVE

Thonord Incolor
President

Zennett Phillips
Secretary

for Kelloggsville

# SCHEDULE A KELLOGGSVILLE PUBLIC SCHOOLS SALARY SCHEDULE 1982-83

		B.A.		M.A.	
BASE		\$14,890.00	100%	\$16,379.00	110%
STEP	1	15,485.60	104%	16,974.60	114%
STEP	2	16,081.20	108%	17,570.20	118%
STEP	3	16,825.70	113%	18,314.70	123%
STEP	4	17,570.20	118%	19,059.20	128%
STEP	5	18,463.60	124%	19,952.60	134%
STEP	6	19,357.00	130%	20,846.00	140%
STEP	7	20,399.30	137%	21,888.30	147%
STEP	8	21,441.60	144%	23,228.40	156%
STEP	9	22,632.80	152%	24,419.60	164%
STEP	10	23,824.00	160%	25,908.60	174%
		As a later	LONGEVITY SCHEDULE		
STEP	15	24,270.70	163%	26,653.10	179%
STEP	20	24,717.40	166%	27,397.60	184%
STEP	25	25,164.10	169%	28,142.10	189%

- All percentages for 1982-83 are applied to \$14,890.00 which is the base for degree teachers without experience.
- In order for a B.A. degree teacher to move from step 10 to step 15 he/she shall have 2 semester hours of graduate credit and have been on step 10 for at least 5 years.
- 3. In order for a B.A. or M.A. degree teacher to move from step 15 to 20 or 20 to 25, said teacher shall have earned 5 semester hours of graduate credit. Said teacher must remain at each longevity step for at least 5 years.

# SALARY SCHEDULE 1983-84, 1984-85

If the Consumer Price Index goes up, the following schedule will be applied to the previous years base.

Consumers Price Index	Add to Base
Up to 4%	49
5%	458
6%	5%
7%	51/18
8%	6%
9%	648
10%	78
11%	71/28
12%	8%

The Department of Labor, Bureau of Labor Statistics, Consumer Price Index (all cities, 1967 at 1.00) shall be the basis for determining the C.P.I. Percentage increase shall be calculated by dividing the point raise from March to March by the previous March's total points. Hundredths shall be rounded off to the nearest one-tenth, for example; 5.25 shall become 5.3 and 5.24 shall become 5.2.

In the event the C.P.I. defined above shall be discontinued, changed, or otherwise becomes unavailable during the term of this Agreement, and if the Bureau of Labor Statistics issues a conversion table by which changes in the present index can still be determined, the parties agree to accept such conversion table. If no such table is issued, the parties will promptly undertake negotiations solely with respect to agreeing upon a substitute formula for determining a comparable Consumer Price Index adjustment.

# SCHEDULE A-2 Professional Growth Schedule

- A. The Board will pay the actual cost of tuition for classes taken up to a maximum of the current charge of the University of Michigan for each semester hour of graduate credit and of the current charge of Michigan State University for each term hour of graduate credit.
  - Reimbursement for classes will begin when a teacher has qualified himself/herself for the granting of a Permanent or Continuing certificate.
  - No reimbursement will be paid for classes that are reimbursed by another source.
  - All credits must be approved by the Superintendent prior to enrollment in the class.
  - 4. All payments will be made in the January and September following the successful completion of the course as evidenced by a transcript or grade card and receipt of payment.
- B. To qualify for further benefits, a teacher must present evidence of being enrolled in a Masters Degree program or meet the condition as stated in paragraph F.
- C. A teacher must have a Permanent or Continuing certificate, or qualify for a Permanent or Continuing certificate, to qualify for the following:
  - Beginning with the Summer of 1964, an additional 3% of the B.A. base will be granted to any teacher who earns 20 semester hours in a M.A. degree program or approved as in paragraph F.
  - Beginning with the Summer of 1964, an additional 5% of the B.A. base will be granted to any teacher who earns 25 semester hours in a M.A. degree program or approved as in paragraph F.
  - Beginning with the Summer of 1964, teachers earning the Masters Degree shall be paid according to the M.A. schedule.
  - Beginning with the Summer of 1965, an additional 3% of the B.A. base will be granted to any teacher who earns 10 semester hours beyond the M.A.
  - Beginning with the Summer of 1965, 6% of the B.A. base will be granted to any teacher who earns 20 semester hours beyond the M.A.
  - 6. Beginning with the Summer of 1965, 10% of the B.A. base will be granted to any teacher who earns a Specialists Degree.
  - All credits for the above must be approved by the Superintendent and all evaluations for credit payment will be made in September only.

- D. A teacher receiving benefits from paragraphs 1, 2, 4, 5 shall progress to the next step within a three year period in order to receive any further compensation for professional growth beyond the previous degree level.
- E. Evidence of the satisfaction of the requirements of paragraph 1 through 6 shall be presented in September in order to receive compensation for that school year.
- F. 1. Beginning with the Summer of 1972, 5% of the B.A. base will be granted to any teacher who earns 30 semester hours beyond the B.A. in an approved program.
  - 2. Beginning with the Summer of 1972, 6% of the B.A. base will be granted to any teacher who earns 30 semester hours beyond the M.A. in an approved program.
  - 3. The Superintendent shall approve these programs.
  - 4. Beginning with the Summer of 1977, 3% of the B.A. base will be granted to any teacher who earns a M.A. degree requiring 60 semester hours.

# SCHEDULE A-3 EXTRA DUTY SCHEDULE - 1982-83

The following positions will be filled if there is sufficient student participation, finances, facilities, and qualified personnel available.

All percentages apply to current year base salary.

Playground supervision - 7%

\$1,042.30 per year

Recess supervision - 3%

\$446.70 per year

Safety Squad - 4%

\$595.60 per year

Athletic Director	2,084.60	2,233.50 15.0%	2,382.40 16.0%	2,531.30 17.0%	2,680.20 18.0%
Baseball, Varsity	1,340.10	1,414.55	1,489.00	1,563.45	1,637.90
Baseball, Reserve	1,042.30 7.0%	1,116.75	1,191.20	1,265.65	1,340.10
Basketball, Varsity	1,935.70 13.0%	2,084.60	2,233.50 15.0%	2,382.40	2,531.30 17.0%
Basketball, Reserve	1,340.10	1,414.55	1,489.00	1,563.45	1,637.90
Basketball, Freshman	1,340.10	1,414.55	1,489.00	1,563.45	1,637.90
Basketball, Jr. High	893.40 6.0%	967.85 6.5%	1,042.30 7.0%	1,116.75	1,191.20
Cross Country	1,191.20	1,265.65	1,340.10	1,414.55	1,489.00
Football, Varsity	1,935.70	2,084.60	2,233.50 15.0%	2,382.40	2,531.30 17.0%
Football, Ass't Varsity	1,340.10	1,414,55	1,489.00	1,563.45	1,637.90

Football, Reserve	1,340.10	1,414.55	1,489.00	1,563.45	1,637.90
Football, Gen. Ass't.	1,340.10	1,414.55	1,489.00	1,563.45	1,637.90
	9.0%	9.5%	10.0%	10.5%	11.00
Football, Freshman	1,340.10	1,414.55	1,489.00	1,563.45	1,637.90
	9.06	9.56	10.04	10.54	11.04
Golf	967.85 6.5%	1,042.30	1,116.75	1,191.20	1,265.65
	0.34	7.06	7.50	0.04	0.54
Tennis	1,340.10	1,414.55	1,489.00	1,563.45	1,637.90
	9.0%	9.5%	10.0%	10.5%	11.0%
Track, Head	1,340.10	1,414.55	1,489.00	1,563.45	1,637.90
	9.0%	9.5%	10.0%	10.5%	11.0%
Track, Ass't.	1,042.30	1,116.75	1,191.20	1,265.65	1,340.10
	7.0%	7.5%	8.0%	8.5%	9.0%
Track, Jr. High	595.60	670.05	744.50	818.95	893.40
	4.0%	4.50	5.0%	5.5%	6.0%
Wrestling	1,786.80	1,935.70	2,084.60	2,233.50	2,382.40
	12.0%	13.04	14.0%	15.0%	16.0%
Wrestling, Ass't.	1,191.20	1,265.65	1,340.10	1,414.55	1,489.00
	8.0%	8.5%	9.0%	9.5%	10.0%
Wrestling, Jr. High	893.40	967.85	1,042.30	1,116.75	1,191.20
	6.0	6.5%	7.0%	7.5%	8.0%
Softball	1,340.10	1,414.55	1,489.00	1,563.45	1,637.90
	9.0%	9.5%	10.0%	10.5%	11.0%
Softball, Reserve	1,042.30	1,116.75	1,191.20	1,265.65	1,340.10
THE RESERVE	7.0%	7.5	8.0%	8.5%	9.0%
Volleyball	1,340.10	1,414.55	1,489.00	1,563.45	1,637.90
	9.0%	9.5%	10.0%	10.5%	11.0%

Football Faculty Manager	595.60 4.0%	670.05 4.5%	744.50 5.0%		
Basketball Faculty Manager	744.50 5.0%	818.95 5.5%	893.40 6.0%	967.85 6.5%	
Wrestling Faculty Manager	595.60 4.0%	670.05 4.5%	744.50 5.0%	818.95 5.5%	
Junior High Faculty Manager	744.50 5.0%	818.95 5.5%	893.40 6.0%	967.85 6.5%	
Girl's Athletics Faculty Manager	1,042.30 7.0%	1,116.75	1,191.20	1,265.65	
Cheerleading, Varsity	744.50 5.0%	818.95 5.5%	893.40	967.85 6.5%	1,042.30
Cheerleading, Freshman	446.70 3.0%	521.15 3.5%	595.60 4.0%	670.05 4.5%	744.50 5.0%
Cheerleading, Jr. High	372.25 2.5%	446.70 3.0%	521.15 3.5%		
Pom Pon	744.50 5.0%	818.95 5.5%	893.40 6.0%	967.85 6.5%	1,042.30
Pom Pon Ass't	446.70 3.0%	521.15 3.5%	595.60 4.0%	670.05 4.5%	744.50 5.0%
Senior Class Sponsor	446.70 3.0%	hi			
Junior Class Sponsor	446.70				
Sophomore Class Sponsor	223.35				
Freshman Class Sponsor	223.35				

Debate Coach	893.40 6.0%	967.85	1,042.30	1,116.75	1,191.20
Noon Supervision	729.61 4.9%	Can be as	ssigned any	position	90
Hall Duty	521.15 3.5%				
Play Director	595.60 4.0%	670.05 4.5%	744.50 5.0%	818.95 5.5%	893.40 6.0%
Play Technical Director	446.70 3.0%	670.05 4.5%	Upon refor ext		n of principal
Yearbook Sponsor	893.40 6.0%	1,042.30	1,191.20		
Senior Student Council	446.70 3.0%	521.15 3.5%	595.60 4.0%		No minimal facts
Band Director	2,233.50 15.0%	Including		and addition	nal
Band Director, Ass't	744.50 5.0%	893.40 6.0%	1,042.30 7.0%	additional additional	6th hour and activities with 2% upon recom- of administration
Vocal Music	744.50 5.0%	The Colonial	ommendation a time to the		. Principal
Librarian	2,233.50	To includ	de 10 addit	ional days	and 6th hour.
Director of Guidance	2,531.30 17.0%	To includ	le 10 addit	ional days	and 6th hour.
Councelor - H.S. & J.H.	1,935.70	To includ	le 8 days an	nd 6th hour	
counceror - n.s. & s.n.	13.0%				

School Psychologists	3,722.50 25.0%	To include 29 additional days.
Intramurals	7.42	Per hour.
Outside Supervision	7.42	Per hour.
Driver's Training	10.36	Per hour.
Driver's Ed. Co-ordinator	372.25 2.5%	If there is a position.
Teaching as Substitute	10.90	Per period.

# KELLOGGSVILLE PUBLIC SCHOOLS CALENDAR 1982-83

	F	TIRST SEM	ESTER .		SECOND SEMESTER					
Mon.	Tues.	Wed.	Thurs.	Fri.	. Mon.	Tues.	Wed.	Thurs.	Pri.	
10		SEPTEMB	ER				FEBRUARY			
30	c <del>22</del>	1	2	3	31	1	2	3	4	- 11
(3) (3)	*	8	9	10	7	8	9	10	11	
13	14	15	16	17	14	15	16	17	18	
20	21	22	23	24	21	22	23	24	25	
27	28	29	30		28		no stude	nts)		
		OCTOBE	R	1		1	MARCH 2	3	4	
4		6	7	8	7	8	9	10	11	
11	5 12	13	14	15 47 S	14	15	16	17	18	44
18	19	20	2	22 49 T	21	22	23	24	25	45
25	26	27	28	29	28	29	30	31	23	45
-				-						
41.		NOVEMB					APRIL			
1	2	3	4	9					<b>-</b>	
8	9	10	11	12	8	8	<b>⊗</b>		<b>(80</b>	
15	16	17	18	19					15	
22	23	24	8	<b>®</b>	18	19	20	21	22	
29	30				25	26	27	28	29	
		DECEMB	PD				MAY			
		1	2	3	2	3	4	5	6	
6	7	8	9	10	9	10	11	12	13	
13		15	16	17	16	17	18	19	20	
6	60	<b>8</b>	60			24	25	26	27	42
8	(A)	8	8	24 47 S 38 48 T	23 <b>⊗</b>	31			- 31	43.
0	0	0	_	0						-
	174	JANUAR	-				JUNE			
3	4	5	6	7		-	1	6	6	21.
10	11	12	13	14	6	. 7	9	9	200	Ele
17 24	18 25	19 26	20 27	21 28	6	J	9	9	60	sec
24	25	20	21	29						
Aug. 30	-	Confe	rence & M	eetings	Jan.	31	Start	2nd Seme	ster	
Aug. 31		4 day	class (4	tchr. prep.)	Mar./			class (co		
Oct. 21			er In-ser		Apr.	1	3 day	class (1		
Oct.				onf./in-servi					ec. onl	y)
Nov. 5		4 day		day rec.)	Apr.	4-8	Sprin	g Recess		
Nov. 25-	26	Thank	sgiving R	ec. only)	May 3	0	Memor	ial Day R	ecess	
Dec. 20-			r Recess	ecess	June			class (4		(8)
Jan. 28	- L			r (rec. day)		9 Blem.		ds day		
					1		4 day	records		
Jan.	4 day cla	ass, } da	y Inservi	ce					. 500	-
Feb.	day red	cords, 1	day Inser	vice	June		4 day	testing	- 7 rec	ord
March	4 day cla	ass, } da	y Inservi	ce		8				
Q	)	and war		Commission of the Commission o		9 Sec.	1. 2	wanned-	-	
2			chers and			.0	- cay	records		
<u>C</u>				teachers repo						
	day s	chool fo	r student	s, full day f	or teache	IS	180	Student I		
							185.5	Teacher I	Days	
					38.					

## KELLOGGSVILLE PUBLIC SCHOOLS CALENDAR 1983-84

		FIRST SEMES	STER			S	ECOND SEMES	TER	
n.	Tues.	Wed.	Thurs.	Fri.	Mon.	Tues	. Wed.	Thurs.	Fri.
		SEPTEMBER	2				FEBRUARY		
9 6	(307	31	1	2	30	31	1	2	3
5)	30	7	8	9	6	7	8	9	10
Y	13	14	15	16	13	14	15	16	17
9	20	21	22	23	20	21	22	23	24
6	27	28	29	30	27	28	29	23	24
			-				students-Se	acondary (	Omlul
				47 S	(0110	auj no	beadenes b	econdary.	0111y/ 44 S
		OCTOBER		49 T			MARCH		45 T
							- Barton	1	2
3	4	5	6	7	5	6	7	8	9
0	11	12	13	14	12	13	14	15	16
7	18	19	(20)	21	19	20	21	22	23
4	25	26	27	28	26	27	28	29	
	-			20	20	21	20	29	<del>30</del>
		NOVEMBER	3				APRIL		
1	1	2	3	(4)	_				
7	8	9	10	11	(2)	(S)	(36)	(%)	(XE)
4	15	16	17	18	9	18	n	12	8
1	22	23	8	(26)	16	17	18	19	20
8	29	. 30	0	0	23	24	25	26	27
				47 S	30		-		42 S
		DECEMBER	t	48 T			MAY		43.5 T
			1	. 2		1	2	3	4
5	6	7	8	9	7	8	9	10	11
2	13	14	15	16	14	15	16	17	18
3	(20)	(50)	(20)	(Sa)		22	23	24	25
	8	<b>SS</b>	<b>S</b>	8	21 28	29	30	31	23
У	8	8	6	8	6	23	30	31	
		JANUARY					JUNE		
2	3	4	5	6				_	1
9	10	11	12	13	4	5	(6)	(7)	8 Elem.
5	17	18	19		4	(5)	8	7	8 Sec.
3	24	25	26	(27)		0	0	0	0
. 29		Conference		ıs	Jan,	30	Start 2nd		<del>*</del> .
. 30		Day Class		. Prep)	Mar./	_			(Conf./In-ser
. 20		Teacher In-			March				( Day Records
•				Conf./In-Serv					o.m., 2 even.
. 4	2	Sec 5 Da	y Class (	Day Records			Spring Rec		
	F	Elem 1 a	.m., 1 p.	m., 2 even.	May 2	8	Memorial I		
. 24-	25 7	Thanksgivin	g Recess		June	5		ay Testir	ng-1 Day Record
19-					June	6	Sec		
. 1		Winter Rece							1 ( Day Record
. 27	F	End of Seme	ster (Rec	ords Day)	June	7			ng-1 Day Record
							Elem Re	cords Day	7
					June	0	1 Day Reco	wde	

the days of the fall evening conferences, one afternoon will be a records day and one after-on will be release time. Both afternoons will be release time for spring conferences.

39.

ruary

uary

h Day Class, h Day In-Service h Day Records, h Day In-Service h Day Class, h Day In-Service

Student Days

No School - Teachers and Students No School for Students, Teachers Report 1 Day School for Students, Full Day for Teachers

## KELLOGGSVILLE PUBLIC SCHOOLS CALENDAR 1984-85

Mon.	Tues.	. Wed.	Thurs.	Fri.	Mon.	Tues.	Wed.	Thurs.	Fri.	
								20		
0	SEPTEMBER						FEBRUARY			
(27)	(28)	29	30	31	28	29	30	31	1	
(30)	20	5	6	7	4	5	6	7	8	
H	11	12	13	14	11	12	13	14	15	
17	18	19	20	21	18	19	20	21	22	
24	25	26	27	28	25	26	27	28		
I ELL					1000		students-		Only)	
				47 S						44 5
		OCTOBER		49 T			MARCH			45 7
									1	
1	2	3	4	5	4	5	6	7	8	
8	9	10	4	12	11	12	- 13	14	15	
15	16	17	(18)	19	18	19	20	21	22	
22	23	24	25	26	25	26	27	28	3	
		NOVEMBER	THE R		0	Ω	APRIL	0	0	
29	30	31	11	- (2)	(X)	$\otimes$	<u> </u>	<u> </u>	$\otimes$	100
5	6	7	8	9	8	9	10	11	12	
12	13	14	25	25	15	16	17	18	19	
19	20	21	(8)		22	23	24	25	26	
26	27	28	29	<sup>30</sup> 47 S	29	30				42
		DECEMBER		48 T			MAY			43.5
- 3		DECEMBER 5		7			MAY 1	2	3	
10	11	12	13	14	6	7	8	8	10	
17	18	19	20	21	13	14	15	16	17	
6	600	<b>(%)</b>	(\$0)	(\$\overline{\pi}		21	22	23	24	
8	8	8	8	Ø	200	28	29	30	31	
				DETERMINED.	8	17.1				
0	0	JANUARY	0	0			JUNE	0	0	1
(34)	(>4)	(X)	<b>₩</b>	XI I	3	4	(3)	(6)	12	Eler
7	8	9		n	3	(4)	3	(4)	(7)	) Sec.
14	15	16	17	18 (25)	1	-			_	
21	22	23	24	(25)						
Aug. 27		Conferences	& Meetir	ngs	Jan.	28	Start 2nd	Semester		
Aug. 28		1 Day Class			Mar./		Sec Day	y Class (C	Conf./1	In-ser
Oct. 18		Teacher In-S		THE PROPERTY.	Mar.			y Class (		
Oct.		Sec Day Class (Conf./In-serv.)		Mar.			.m., 1 p.m	1., 2 e	even.	
Nov. 2		Sec1 Day Class (1 Day Records) Elem1 a.m., 1 p.m., 2 even.			Apr.		Spring Re			
Nov.					May 2	7		Day Recess		
Nov. 22-		Thanksgiving	Recess		June			y Testing	- 1 Da	ay Re
Dec 24 -					June	5	Sec	-	1 7 7	"
Jan. 4		Winter Reces						ay Class -		
Jan. 25		End of Semes	ster (Red	cords Day)	June	6	Sec1 Day	y Testing	- 7 Ds	ay Re
					7	7				
-					June	7	1 Day Rec	ords	STATE OF THE PARTY OF	

On the days of the fall evening conferences, one afternoon will be a records day and one after noon will be release time. Both afternoons will be release time for spring conferences.

40.

January February March

l Day Class, l Day In-Service l Day Records, l Day In-Service l Day Class, l Day In-Service

No School - Teachers and Students
No School for Students, Teachers Report 1 Day School for Students, Full Day for Teachers 185.5 Teacher Days

180 Student Days

#### SCHEDULE C

### INSURANCE

- A. The teacher shall not knowingly cause the Board to provide health insurance coverage that is a duplication of such coverage already held by the individual teacher. The Local Association shall encourage teachers to voluntarily abide by this policy and shall assist the Board in its application.
- B. The Board agrees to furnish to all full-time teachers, who elect such coverage, the following insurance protection:
  - 1. The Board shall provide the full cost of MESSA Super Med I protection for for a full twelve (12) month period for the employee's entire family.

    The Board will pay up to 15% increase in premium July 1, 1983 and again up to 15% increase in premium July 1, 1984.
  - Upon presentation of proof of deduction, the Board shall pay the employee the amount of deductible for SMI. (Currently \$50 per person and \$100 per family). These payments will be made in January, June, and September.
  - 3. The Board shall make a once per year payment of \$15.00 to all employees for reimbursement of prescription drug costs. No receipts will be necessary or required.
  - 4. The Board will provide term life insurance protection in the amount of \$20,000.00, that will be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount.
  - 5. The Board shall provide, beginning January 1, 1980, Full Family dental care, S.E.T. Ultra Dent:
    - a) 50% Basic Services including free standing gold crowns after the satisfaction of a \$25.00 life time deductible per participant.
      b) 50% Major Services after the satisfaction of a \$25.00 appeal deductible per participant.
    - b) 50% Major Services after the satisfaction of a \$25.00 annual deductible not to exceed two deductibles in any one family during any one calendar year.

Basic Services and Major Services shall have an annual combined maximum of \$1,000.00

- Beginning with October 1, 1980 Ortho Benefits are provided only for qualified dependent children to age nineteen. The plan will pay 50% of the orthodontists actual charges up to the plan maximum of \$1,500.00
- Said employees shall have available through payroll deductions the variable option package available through M.E.S.S.A.
- C. The Board will provide employees not wishing A above the following insurance protection:
  - Full Family dental care, S.E.T. Ultra Dent, 75% Basic Services including free standing gold crowns and progressive incentive program, 80% Major Services with combined annual maximum of \$1,000.00

- Beginning with October 1, 1979, the Ortho Benefits are provided only for qualified dependent children to age nineteen. The plan will pay 50% of the orthodontists actual charges up to the plan maximum of \$1,500.00
- 3. The Board shall provide \$35,000 worth of Group Term Life and Accidental Death and Dismemberment insurance.
- 4. Said employees shall have an amount equal to 50% of the SMI single subscriber rate provided by the Board for the purchase through payroll deduction for their choice from the variable option package through MESSA and/or any MEFSA options.
- D. Part-time teachers shall receive pro-rated insurance benefits, where permitted by the insurance carrier. Where not permitted the teacher shall receive equivalent dollars to purchase other available insurance options.
- E. L.T.D. The Board will provide to each full time employee a long term disability insurance program with the following conditions:

  - There will be a 6 month waiting period.
     The maximum benefit shall be 66 2/3% of your regular contractual salary subject to a maximum schedule amount of \$1500.
  - The combined limit can be 70%.
  - There will be a pre-existing condition waiver.
  - There will be a social security freeze.
  - There will be a primary social security off set.
  - 7. There will be no exclusion on Mental & Nervous. (Two Year Limitation)

### SCHEDULE D

### STUDENT CORPORAL PUNISHMENT

Due to the complexities of this problem, Kelloggsville teachers are advised, if possible, to refer these cases to their building Principal. If the situation demands immediate action, the following guidelines should be followed:

- 1. Be sure you are correct in your actions.
- 2. Act in good faith and in a professional manner.
- 3. The punishment will be administered on the buttocks with the hand. Have an adult witness present, preferably the principal.
- 4. In the case of self defense, the safe guarding of other students, or necessitated removal of students from the classroom, teachers should take necessary appropriate action which might include physical restraint or force.
- 5. The following should never be used: face-slapping, ear pulling, hair pulling, ruler striking, shaking up, or throwing of objects.

### SCHEDULE E

Policies and Standards for the Accreditation of Secondary Schools

#### Teaching Field or Subject

Teachers in the following fields shall have the minimum number of semester hours of credit hereinafter prescribed in order to qualify for teaching assignments in their respective fields.

A teacher may qualify to teach a certain subject by taking and passing a proficiency examination provided an accredited college certifies that the teacher has demonstrated competency equal to that attained by completion of the required preparation.

AGRICULTURE: 24 semester hours in agriculture.

ART: 24 semester hours in art.

BUSINESS: 24 semester hours in business with at least 1 college course in each high school subject to which the teacher is assigned.

ENGLISH: 24 semester hours in English, distributed appropriately among courses in literature or composition. Five semester hours in speech and/or journalism may be counted toward meeting this requirement.

FOREIGN LANGUAGE: 20 semester hours in each foreign language to which a teacher is assigned. One semester hour may be granted for each unit of high school foreign language, but not to exceed 2 hours.

HEALTH: 20 semester hours in health, or a major in a specific teaching field with at least 8 hours in health-related subjects.

HOME ECONOMICS: 24 semester hours in home economics.

HUMANITIES: 24 semester hours of courses distributed appropriately among subjects included in the course. Because humanities courses often include such areas as art, music, literature, philosophy, and social studies, members of a team responsible for the course shall be qualified in the areas they are teaching.

INDUSTRIAL ARTS: 20 semester hours in industrial arts including at least 1 course in each subject taught.

Teachers of drafting, general drawing, or mechanical drawing shall be approved under this standard. They may also qualify by combining art and/or industrial arts to total 20 semester hours. Individuals who have qualified in the field need only 5 semester hours in drawing.

INTERDISCIPLINARY STUDIES: 24 semester hours distributed appropriately among the subjects included in the core or block-of-time.

JOURNALISM: 24 semester hours in journalism or a minimum of 5 semester hours in journalism plus sufficient additional work in related fields to total at least 24 semester hours.

MATHEMATICS: 20 semester hours of credit in mathematics. One semester hour may be allowed for each unit of high school mathematics, but not to exceed 2 hours.

MUSIC: 24 semester hours in music.

PHYSICAL EDUCATION: 20 semester hours in physical education.

READING: 24 semester hours in reading or a minimum of 5 semester hours in reading plus sufficient additional work in English and/or related fields to total at least 24 semester hours.

RELIGIOUS STUDIES (Non-doctrinal):
A teacher of non-doctrinal religious studies shall meet the NCA requirements for a teacher of English, social studies, or humanities, with at least 6 semester hours in religious studies appropriate to the specific courses being taught by the teacher.

SCIENCE: 24 semester hours in science, distributed appropriately in the subjects to which the teacher is assigned. Teachers of highly specialized elective subjects shall have had training and/or experience sufficient to qualify them for assingment to teach specialized electives, subject to the approval of the State Committee.

SOCIAL STUDIES: 24 semester hours in social studies, distributed appropriately in the subjects to which the teacher is assigned. Teachers of highly specialized elective subjects shall have had training and/or experience sufficient to qualify them for assignment to teach such specialized electives, subject to the approval of the State Committee.

SPEECH: 24 semester hours in speech and dramatic arts or a minimum of 8 semester hours in speech plus sufficient additional work in English to total 24 semester hours.

ALL OTHER SUBJECTS: Teachers of all other subjects for which NCA requirements have not been established shall be approved by the Commission provided they hold a certificate for the specific field issued by the state in which they are teaching. In the absence of such state certification, approval shall be determined by the judgement of the State Committee.

### KELLOGGSVILLE PUBLIC SCHOOLS TENURE POLICY

The Michigan Teachers Tenure Act provides that all teachers during the first two years of employment shall be deemed to be in a period of probation.

The Kelloggsville Public Schools Tenure Policy is set up to implement this Act.

We believe that an evaluation program constructively used is a valuable measure to improve the growth of the new teacher if it is administered in a beneficial, reasonable and just manner. Its policies should be used to enhance the growth of the probationers and tenure teachers in order to attain professional growth. We also believe that it will help to provide better instruction for the school children of the Kelloggsville School District.

### TEACHERS ON PROBATION

- Guides for Principal to follow: (The term, Principal, shall include hereinafter Assistant Principal).
  - A. Shall explain the tenure program and the evaluation form to all new probationers within the first month of the school year.
  - B. Shall assign a helping teacher to the probationer when the probationer's employment begins. A new helping teacher shall be appointed for the probationer upon the request of the probationer, the helping teacher or the principal.
  - C. Shall schedule at least two probationer-principal conferences: one in each semester, the second before the April Board of Education meeting. A basis for this conference is the guide sheet (see Page 45). Within one week, a written summary of the conference, using the form on Page 46, is to be given to the probationer and the Superintendent at the same time.
  - D. Shall be advised of their progress toward tenure at each probationerprincipal conference.
  - E. Shall schedule observations of the probationer prior to each conference held, allowing sufficient time to observe and assess the individual's strengths and weaknesses.
  - F. Shall evaluate the work of the probationer and make advisory recommendations regarding tenure status to the Superintendent on or before the April Board of Education meeting.
  - G. Shall help tenure teachers to maintain the high standards expected of those on tenure.
  - H. This section shall in no way affect the principal's administrative responsibility to visit a classroom at any time.

- II. Guides for Helping Teacher (Non-Grievable)
  - A. Shall stand in the position of a friendly counselor and helpful personal advisor.
  - B. Shall be a tenure teacher, if possible, from the same department or building and grade level.
  - C. Shall make the probationer familiar with the routine procedures and policies of the department, building and school system.
  - D. Shall ask the principal to make a change in the event the probationerhelping teacher relationship proves unsatisfactory.

#### III. Guides for Probationer (Non-Grievable)

- A. Shall ask his helping teacher for assistance since it is difficult for the most cooperative helping teacher to know what help is needed unless he is consulted.
- B. Shall familiarize himself with the Personnel Policies (including the local Tenure Policy) and with the traditions and policies of the school system.
- C. Shall ask the principal to make a change in the event the probationerhelping teacher relationship proves unsatisfactory.

#### TEACHERS ON TENURE

- Each teacher on tenure shall hold an informal conference with his building principal once each year to discuss his/her total teaching situation.
- II. A written summary of said conference shall be prepared by the principal, with the possibility of teacher comments, and shall be signed by both parties.
- III. A copy of said conference summary shall be given to the teacher and the Superintendent at the same time.

#### TEACHERS ON CONTINUING TENURE TRANSFERRING TO KELLOGGSVILLE

 A teacher on continuing tenure from another district beginning employment with Kelloggsville Public Schools shall be required by the Board of Education to serve as a teacher on probation for one year.

## PRINCIPAL'S EVALUATION REPORTS

- I. Principal and teacher shall sign these reports. The signature of the teacher shall be understood to indicate his/her awareness of the evaluation but shall not be interpreted to indicate agreement with the content of the material.
- II. If the teacher feels that his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personal file.
- III. Teachers whose services are being considered for termination under provisions of the tenure act shall receive a registered letter of notification and statement of charges from the Superintendent. The Association shall receive a copy of such notification.

#### KELLOGGSVILLE PUBLIC SCHOOLS

#### Evaluation Guide Sheet

Principal-Teacher Conference on Probationary Teacher Growth

Name	Build	ina	Date
STULLING	Dull	1119	Date

## I. Teacher Ability

- A. Maintains good pupil-teacher relationships.
- B. Maintains good classroom appearance and arrangement.
- C. Prepares flexible, workable lesson plans.
- The plans are realistic and the tasks are reasonable.
- D. Uses instructional materials effectively.
- Uses audio-visual materials, reference books, etc.
- E. Recognizes individual differences and attempts to provide for all ranges of ability.
- F. Maintains consistent and reasonable control with children.

### II. Personal Qualities

- A. Maintains appropriate personal appearance.
- B. Follows school regulations in a positive manner and is dependable and responsible.
- C. Maintains self control, uses sound judgement and has a sense of humor.
- D. Uses tact in working with colleagues and is fair, impartial and objective in treatment of pupils.
- E. Uses discretion in working with colleagues and parents.

## III. Professional Qualities

- A. Maintains satisfactory professional and ethical relationships with fellow teachers and has an attitude of constructive cooperation.
- B. Improves his knowledge of subject matter and keeps abreast of changes in his/her field.
- C. Maintains proper communication with parents.
- D. Takes active part in grade level and building meetings.
- IV. By the end of the first semester the principal and the teacher shall mutually establish one or more professional goals and objectives for the remainder of the school year.

# KELLOGGSVILLE PUBLIC SCHOOLS

# Principal's Evaluation Report on Teacher's Growth

Teacher	Date	
School		
Grade		
Specific areas of strength -		
specific areas of strength -		
Specific areas of weakness and sugge		
specific areas of weakness and sugge	sted methods of improvement -	
Mutually agreed upon goals and objec	etwas -	
Comments -		
	Principal	Date
	Teacher	Date
48.		
The same of the sa		

# GRIEVANCE FORM

# Kelloggsville Public Schools

Submit to principal, in duplicate  Building  Name/s of grievant/s	Distribution of form  1. Superintendent 2. Princips 3. Association 4. Teacher
Date of occurance  Date of informal discussion with building principal  Date of formal filing of grievance	
Synopsis of facts leading up to alleged violation:	
Give section and/or subsections of the contract allege	d to have been violated:
GIVE SECTION ANA/OF SAUSSECTIONS OF the Contract arrest	
What relief is requested?	

# LEVEL II

	Signature o	of Principal	Date
	Signature o	of Grievant	Date
	Signature	- Association	Date
position by Principal:			
tion of Grievant and/or Ass	ociation:		

# LEVEL III

Received by:	Superintendent	Date
Date of discussion		
	•	
Disposition:		
	Response to Griev	Date
	Response to Assoc	eistion

Position of Grievant and/or Association

## LEVEL IV

Received by:			
	Secretary of Board of Education	on.	Date
This Grievance	is being appealed because:		
Board or Board	Committee decision:		
	Signature		Date

Verification of Intent Article XIX

This notice must be received by the Superintendent's office by June 1 preceding the school year (July 1-June 30) of intended return.

All persons completing this intent must provide documentation (advisor's letter, plan of work signed by advisor, etc.) which states that completion of intended course work will result in certification in the area requested.

Name	Date of Lay-Off
School_	Seniority Date
Current Certification	Position at Lay-Off
	Expected Completion Date
Intended Certification	Number of Hours
College or University	
List below intended course work:	
College or University Contact Person	
Should the above information change for any	reason the Superintendent's office
should be notified immediately	Touson, the super intendent a office
Signature	Date Filed