

June 30, 1976

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D.K.E.A.
Delton-Kellogg Schools
Delton, Mich.
49046

ARTICLES
OF
AGREEMENT
BETWEEN

THE DELTON KELLOGG SCHOOL DISTRICT
AND
THE DELTON KELLOGG EDUCATION ASSOCIATION
FOR THE
1975 - 1976
SCHOOL YEAR

Delton Kellogg School District

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FOREWORD

This agreement entered into this 28 day of August, 1975, by and between Delton Kellogg School District, Counties of Barry and Allegan, hereinafter called the "School" and the Delton Kellogg Education Association, hereinafter called the "Association."

PREAMBLE

Recognizing that quality education is the paramount aim of the School and the Association, and that the character of such education depends largely upon the quality of teaching service, we hereby declare:

WHEREAS, the School as a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to wages, hours and other terms and conditions of employment; and

WHEREAS, the School recognizes that teaching is a profession and as a profession it is particularly qualified to assist in formulating educational programs; and

WHEREAS, the Association recognizes that the School, under law, has the final responsibility for establishing policies for the district.

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

I. RECOGNITION

- A. The School hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379 Public Act of 1965, for all (full time) certified teaching personnel under contract, but excluding employees who have administrative duties. The term "teacher," when

used hereinafter in this agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

- B. The School agrees not to negotiate with any teachers' organizations other than the Association for the duration of this agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this agreement, provided that the Association has been given the opportunity to be present at such adjustment, if requested by the aggrieved. And the Association shall be notified in writing of the disposition of the grievance at and after Level II of the grievance procedure.

II. TEACHERS RIGHTS

A. Teachers' Hours

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

1. Teachers' hours will be twenty (20) minutes before first hour class and fifteen (15) minutes after dismissal of the last class.
2. Teachers' meetings will be held on Friday mornings, commencing one hour prior to the regular teaching day. The meeting will be called at the discretion of the building principal.
3. All Association and Association building meetings, including committee meetings will be held after the regular working day as defined in this agreement with the exception of A-2 above. Advance written notification of these meetings must be submitted to the principal of the building or building concerned.
4. Dismissal time during inclement weather will be after bus departure.

B. Teaching Loads and Assignments

1. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not normally be assigned outside the scope of their teaching certificates or their major or minor field of study.

2. Each middle and high school teacher's schedule shall include one period daily, or an equivalent amount of time for conference and/or preparation. The term conference and/or preparation time shall be construed to include the use of this period for purposes other than preparation and/or conferences when decided necessary by the principal. A teacher who is directed by the principal to use a planning-conference period to serve as a substitute for another teacher shall be compensated at a rate of \$6.00 for each such period.
3. When possible, teachers will be notified by May 1 of their teaching assignments for the following school year bearing in mind that due to an emergency, where upon notifying said teachers they may be reassigned to an area of their major or minor field of study. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such a change or unless the School determines such a change to be in the best interest of the teacher and/or the School.
4. It is recognized by the School that pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees to continue its effort to keep class sizes at an acceptable number as dictated by the financial condition of the District, the building facilities available, the availability of qualified teachers, and the best interests of the District as deemed administratively feasible. The administration will evaluate class loads on the third and fifth Fridays of September and give a report to the Board and the Association.
5. All teachers will be required to participate in and attend parent-teacher conferences and there will be no extra pay for the conferences.
6. When the School deems it necessary to change an assignment, the teacher shall be notified of the reason in writing.

C. Teaching Conditions

1. The School recognizes that appropriate supplies and equipment are tools of the teaching profession which the School agrees to supply within the means of the budget. Teachers, either individually or through committees, will be given the opportunity to make recommendations through administratively established procedures. The Association recognizes the right of the School to make all final decisions upon such recommendations.
2. The following legal holidays shall be observed and school will be closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day.
3. Days when road and/or weather conditions are such that buses do not operate, teachers will not be required to report to school on the first day.

On the second consecutive day, teachers will report at 10:00 a.m. unless otherwise notified.

4. All teachers shall be entitled to a duty-free uninterrupted lunch period of thirty minutes. This duty-free lunch period is subject to emergencies or problems connected with inclement weather.
5. A teacher regularly assigned as an elementary teacher shall have on the average for each full school week during each marking period two hundred minutes of planning-conference time. Except as the professional responsibilities of a teacher may temporarily otherwise require, a teacher shall receive not less than thirty (30) minutes of such planning-conference time each school day.
6. Parking facilities will be provided for the teachers during school hours.
7. The School agrees to confer with the President of the Association before adopting the school calendar.
8. The School will not discriminate against any teacher with regard to wages, hours, and other terms and conditions of employment, by reason of such teachers membership in any recognized political party, not listed by the Attorney General of the United States as a subversive organization, or by reason of any teacher's choice not to become a member of any recognized political party. Additionally, the School will not discriminate against any teacher with regard to wages, hours and other terms and conditions of employment by reason of the teachers membership in any religious organization, or by reason of the teacher's lack of membership in any religious organization. The Association agrees that its members will not seek to advance any political cause in the classrooms, and that its members will abide by the constitutional requirements with regard to the teaching of the religious beliefs of any particular religious sect in the school classrooms. The Association further agrees that its members will not participate in any activity which would be a violation of the conflict of interest statutes of the State of Michigan.
9. The School agrees that it will not discriminate against any teacher with regard to wages, hours, and other terms and conditions of employment by reason of such teacher's membership in the Association, or lack thereof, or by reason of any teacher's race, creed, religion, or lack thereof, color, national origin, age, sex, or marital status. The Association agrees that it will not discriminate with regard to its representation of the teachers by reason of such teacher's race, creed, religion, or the lack thereof, color, national origin, age, sex or marital status.
10. Under no conditions shall a teacher be required to drive a school bus as part of their regular school assignment except in cases of community emergency.

D. Vacancies and Promotions

1. The School shall give notice of all professional vacancies not less than ten (10) days prior to permanently filling any such vacancy. During the school year a notice shall be posted in each building. Between school years, a written notice shall be sent to the Association President, or his designee.
2. A teacher may apply for any position at any time. Such application should be in writing, addressed to the Superintendent of Schools. Applications will be considered should such vacancy occur, either during the school year or during the summer. This application shall be renewed annually.

E. Transfers

Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this agreement prior to such transfer to supervisory or executive status.

F. Association Responsibilities

1. Strikes and Sanctions

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

b. Reprisals

- (1) The Association will not support the action of any teacher taken in violation of this Article, nor will it directly or indirectly take reprisals of any kind against a teacher who continues or attempts to continue the full, faithful and proper performance of his contractual duties, or who refuses to participate in any of the activities prohibited by this article.
- (2) The Association agrees that it will neither take nor threaten to take any reprisals, directly or indirectly, against any supervisory or executive officials because of any decisions,

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

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

c. Violation

- (1) Violation of Section II-F-1-a, of this Article by any teacher or group of teachers will constitute just cause for discharge and/or the imposition of discipline or penalties.
- (2) The Board of Education in the event of violation of this Article, will have the right, in addition to the foregoing and any other remedies available at law, to seek injunctive relief and damages against the Association; provided, however, that if the Association promptly disclaims, in writing to the Board and publicly, responsibility for any activity prohibited hereby, and publicly orders the teachers back to work, it will not be liable in any way therefor.

- d. Nothing contained in this Article will be construed as a waiver of any rights the Association or its members may have under Act 379 of the Michigan Public Acts of 1965 or which are otherwise provided by law.

2. The Association shall be responsible for its members adhering to the provisions of this Master Agreement.

G. Protection of Teachers

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

2. If the assault is by an adult person, who is not a pupil, the School will promptly report the incident to the proper law enforcement authorities providing there is a signed complaint by the person(s) assaulted.
3. The Board shall furnish legal counsel to advise a teacher of his rights and obligations if such teacher is assaulted in the discharge of his professional duties, provided that the teacher shall have promptly reported any such assault to the administration.
4. During the term of this agreement the School will provide individual liability insurance coverage for each teacher in the sum of \$100,000 and \$300,000. A copy of the policy will be made available to the Association.
5. Whenever a teacher is absent from school as a result of personal injury caused by an assault arising out of and in the course of his employment he will be paid his full salary (less the amount of any workmen's compensation made for temporary disability due to said injury) for the period of such absence not to exceed ten (10) school months, and no part of such absences will be charged to his annual or accumulated sick leave. The Board may, at its option, request a confirming statement from a medical doctor relative to the duration of such absence from the teaching assignment. As soon as such teacher is physically able to return to work, he shall be restored to his previous position or an equivalent position. The provisions of the article may not apply if the teacher(s) is adjudged guilty; by a court of competent jurisdiction.
6. If as a result of an assault arising out of and in the course of his employment a teacher suffers damage or destruction of clothing and glasses, the School or its workmen's compensation carrier will reimburse the teacher for such loss. Such reimbursement by the School will cover all such costs except those covered by insurance.
7. Classroom control is the basic responsibility of the classroom teacher. The Board will continue to accept its responsibility to give aid and support to the teachers through the appropriate administrators.
8. Any pupil who is determined by the administration after consultation with appropriate qualified professional people to be incapable of adjusting to the regular classroom will be removed from such regular classroom.

H. Released Time

At the discretion of the School, one school period a month of released time may be devoted to professional study, curriculum meetings, and/or professional in-service training.

I. Use of Facilities and Equipment

The Association shall be able to use school building facilities and equipment at all reasonable hours for meetings provided that such meetings shall not interfere with the regular educational programs of the schools. This use of the facilities shall be without charge in accord with the school policy for the use of school facilities as it shall exist from time to time. Damage to any equipment used will be paid for by the Association. The Association may purchase materials from the School at cost. School mail service shall be granted to the Association, provided that communication through the mail service shall clearly identify the person or persons responsible for the same.

J. Accountability

The Association agrees that all state laws, and all rules, regulations and policies of the State Board of Education binding upon the district shall be, where applicable, binding upon the Association and its members.

III. SCHOOL MANAGEMENT RIGHTS

- A. The determination and administration of educational policy, the operation of the schools, and the direction of the professional staff are vested exclusively in the Board or in the Superintendent when so delegated by the Board, except as expressly provided otherwise by the terms of this agreement.
- B. 1. It will be the intent and practice of the School to encourage the staff to actively participate in and cooperate with the Curriculum Advisory Council concerning instructional and curricular matters. The Council will refer and recommend their decisions to the Board of Education for its consideration.
2. The Association recognizes certain rights and responsibilities as belonging ultimately to the School, and its Board of Education and administration. Those rights include the right to hire; to direct the teaching force; to determine the number of teachers who shall be employed by the School; to determine the qualifications necessary for promotion or demotion or transfer or reassignment of teachers; to discipline, suspend, demote and discharge teachers for cause in accord with this contract and Michigan laws; to require teachers to observe the School rules and regulations; to determine the number and location of school buildings, the type of such buildings, and the cost of such buildings; to establish the grade system to be used within the School;

the qualifications necessary for the students to advance from grade to grade and to graduate; to determine the curriculum to be taught in the school together with text books or other materials which may be used in the educational processes; to determine the scheduling of classes, the hours of instruction, all other rules and regulations with regard to the conduct of pupils whether on or off school premises insofar as the School deems it necessary and appropriate; (conduct of public relation program) administration and supervision of the educational program and the conduct of the program of public relations will be vested with the School; and any and all powers and authorities granted to the School by the legislature of this State, the Constitution of this State, or by the Congress of the United States, or the Constitution of the United States.

- C. The School may adopt reasonable rules and regulations not in conflict with the terms of this agreement.
- D. The disciplining of teachers shall be subject to the grievance procedure herein set forth; provided, however, that the decision of the Board to grant additional probation or to terminate the contract of a probationary teacher shall not be subject to the grievance procedure.
- E. In the event of a school merger, annexation, or other change in constituents of the School; any right or privilege afforded any teacher by this agreement, not to exceed the remainder of the current school year, shall not be abrogated by such change in the school composition.
- F. Individual teachers shall implement, as required, performance goals and objectives in connection with their teaching assignments and the educational needs of their students as determined by the School and by the State of Michigan.

IV. TEACHER EVALUATION

- A. The work performance of all teachers shall be evaluated in writing. The criteria to be used in teacher evaluation shall be provided by the Administration at the beginning of each year.
- B. Evaluations will be conducted by the Administration.
- C. Each formal classroom observation shall be made for a minimum of thirty (30) minutes.

- D. A copy of the written evaluation shall be submitted to the teacher at a personal conference which shall take place within ten (10) school days following the formal classroom observation. The personal conference shall not be a part of the formal classroom observation. Any teacher response to the written evaluation must be made in writing and signed within ten (10) school days after the personal conference. A signed copy shall be furnished to the evaluator, and one to the superintendent.
- E. No later than April 1 of each school year, a written report will be furnished to the Superintendent on each probationary teacher. A copy will be furnished to the teacher. The teacher will have the opportunity to submit, thereafter, in writing and signed, within ten (10) school days, additional information to the Superintendent. In the event a probationary teacher is not to be continued in employment, the Board of Education will advise the teacher of the reasons therefor in writing. Within ten (10) school days thereafter the teacher may request, in writing, a hearing before the Board of Education.
- F.
 - 1. Each teacher shall have the right upon request to review the contents of his own personnel files maintained at the individual's school or at the Administration Building. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The review must be made in the presence of the Administrator responsible for the safekeeping of these files. Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from review. The Administrator shall, in the presence of the teacher's authorized representative, remove these credentials and confidential reports from the file prior to a review of the file by the teacher.
 - 2. All written reports, commendations, complaints, evaluations and reprimands placed in the teacher's personnel file shall be brought to the attention of the teacher and shall bear the name or names of the individuals making such report.
- G. All observations of the work performance of a teacher shall be conducted openly.

V. GRIEVANCE PROCEDURE

A. Purpose

- 1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from

time to time arise. Except that it shall not cover discharge, demotion or suspension of a teacher by the School if such teacher had, at the time thereof, a method of testing the validity of such discharge, demotion or suspension pursuant to the provisions of the act commonly known as the "Teacher Tenure Act" or any amendment or successor thereto, nor shall changes in the wage rates or salary rates as outlined in this agreement be the subject of this procedure. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this agreement and that the Association has been given opportunity to be present at such adjustment if requested by the aggrieved or the School. The Association shall be notified of the disposition of the grievance in writing at and after Level 2 of the grievance procedure.

B. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. The number of days indicated shall exclude Saturdays, Sundays, and holidays. If appropriate action is not taken within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limits specified may, however, be extended by mutual agreement.

1. Level One

Any aggrieved person with a complaint shall confer with his immediate supervisor or principal, individually, together with or through his Association representative. This informal conference shall take place within a maximum of five (5) school days following the occurrence of the complaint. A decision of the supervisor or principal shall be given within five (5) days following the conference. Either party may request the decision in writing.

2. Level Two

If the aggrieved is not satisfied with the disposition of his complaint at level one, he may file within five (5) days the complaint in writing with the Superintendent (or his representative). The Superintendent or his representative shall meet within five (5) days thereafter with the

aggrieved and the Association's representative. Within five (5) days of that meeting the Superintendent or his representative shall reduce his decision to writing and deliver the same to the individual and to the Association.

3. Level Three

If the aggrieved is not satisfied with the disposition of his grievance at level two, or if no decision has been rendered within five (5) days after he has first met with the Superintendent, he may file the grievance in writing with the President of the Association within ten (10) days after he first met with the Superintendent. Within five (5) days after receiving the written grievance, the President of the Association will refer it in writing to the School Board. Within ten (10) days after receiving the written grievance, a committee of the Board will meet with the aggrieved person for the purpose of resolving the grievance. The ultimate decision on the grievance at level three will, however, be rendered by the Board at a special or regular board meeting.

4. Level Four

- a. If the aggrieved is not satisfied with the disposition of his grievance at previous levels, or if no decision has been rendered within ten (10) days after he has first met with the Board Committee, he may, within five (5) days after a decision by the Board or fifteen (15) days after he has first met with the Board Committee, whichever is sooner, request in writing to the President of the Association to submit the grievance to arbitration. If the Association determines that the grievance is meritorious and that it arises from the language of this agreement or an alleged breach thereof and that submitting it to arbitration is in the best interests of the Delton Kellogg School System, it may by written notice to the School submit the grievance to arbitration within fifteen (15) days after receipt of a request by the aggrieved person. If not so delivered within fifteen (15) days, the grievance shall be deemed abandoned. Grievances which do not arise from the language of this agreement may be processed through level three but will not be arbitrable.
- b. Within ten (10) days after such written notice of submission to arbitration, the Board Committee and the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

- c. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions of the issues submitted. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this agreement. His authority shall be limited to deciding whether a specific article and section of the agreement has been violated. The arbitrator shall not usurp the functions of the Board of Education or the proper exercise of its judgment and discretion under law and this agreement. The decision of the arbitrator, if within the scope of his authority as above set forth, shall be final and binding.
- d. The costs for the services of the arbitrator including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the School and the Association.

C. Rights of Teachers to Representation

- 1. No reprisal of any kind will be taken by either party against any school representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
- 2. Any party in interest may be represented at all stages of the grievance procedure by a person of his own choosing, except he may not be represented by a representative or by an officer of any teacher organization other than the Association and its affiliates.

D. Miscellaneous

- 1. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- 2. The sole remedy available to any teacher for any alleged breach of this agreement or any alleged violation of his rights hereunder will be pursuant to the grievance procedure, provided, however, that nothing contained herein will deprive any teacher of any legal right which he presently has, provided that if a teacher elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.
- 3. In the course of investigation of any grievance, representatives of the Association will report to the principal of the building being visited and state the purpose of the visit immediately upon arrival.
- 4. It shall be the general practice of all parties in interest to process grievance procedures during times which do not interfere with assigned

duties; provided, however, in the event it is agreed by the School to hold proceedings during regular working hours, a teacher participating in any level of the grievance procedure, with any representative of the Board, shall be released from assigned duties without loss of salary.

5. Any grievance to be valid must be filed within the five (5) day period from the time the individual became aware of the event causing the grievance. Any pay adjustment allowed will not be retroactive beyond the current school year in which the grievance is filed.

VI. PROFESSIONAL COMPENSATION

A. Salaries

1. Duration

The salaries of teachers covered by this agreement are herein set forth. Such salary schedule shall remain in effect during the 1975-76 school year.

2. Previous Teaching Experience

- a. Full credit for not more than five (5) years will be allowed for teaching in other schools.
- b. Those teachers teaching one full semester but less than a full year will receive credit for 1/2 year.
- c. Any teacher required by the State Department of Education to have work related experience as a condition of certification may receive credit for such experience on the salary schedule. Such credit on the salary schedule shall not exceed three (3) years.

3. Degrees Earned

Degrees secured during the summer become effective at the beginning of the school year in September. If earned after August 31, they are not effective on the schedule until the following year. Teachers obtaining a degree will have their salaries computed accordingly.

4. Salary Schedule - Certified, Degree Teachers

a. 1975-76 School Year

<u>STEP</u>	<u>BA</u>	<u>MA</u>
1	8,728	9,339
2	9,107	9,745
3	9,488	10,153
4	9,962	10,659
5	10,439	11,170
6	10,919	11,684
7	11,493	12,298
8	12,070	12,915
9	12,651	13,538
10	13,328	14,260
11	14,009	14,989
12	14,640	15,666

At fifteen (15) years, 3% on the BA and MA Maximum Level.

BA + 15 hrs. - \$100.00	MA + 15 hrs. - \$100.00
BA + 30 hrs. - \$300.00	MA + 30 hrs. - \$300.00

Board to pay teachers' contribution of 5% to retirement fund.

- b. Instructors of classes offered for credit toward a high school diploma in the evening, or other times outside of regular school hours - as part of the Adult Education section of the Community School Program shall be certified according to the regulations of the Michigan State Department of Education, and shall be paid \$315.00 for a 45 hour course.

- c. The following assignments will be compensated at \$3.00 per hour with a maximum of \$12.00 per night/or event:
 - (1) ticket takers at athletic contests
 - (2) bus chaperones
 - (3) homecoming float sponsors
 - (4) dance sponsors
- d. Instructors of Driver's Education teaching the 3-phase summer program in 1976 will be compensated at a rate of \$35.00 per student.

5. Differentials - 1975-76 School Year

Any position in the differential area shall be the sole responsibility of the School to determine the need of filling such a position based upon finances and student participation.

a. High School

Athletic Director - 1 hour release time	13%
Varsity Football	12%
Assistant Varsity Football	8%
J. V. Football	8%
Assistant J. V. Football	7%
Freshman Football	7%
Assistant Freshman Football	7%
Football Trainer	8%
Boys Varsity Basketball	12%
Boys J. V. Basketball	8%
Boys 9th Grade Basketball	7%
Boys Varsity Track	8%
Boys Assistant Track	6%

Varsity Wrestling	12%
J. V. Wrestling	8%
Varsity Baseball	8%
J. V. Baseball	6%
Boys Golf	6%
Cross Country	6%
Boys Tennis	8%
Boys J. V. Tennis	5%
Girls Varsity Volleyball	9%
Girls J. V. Volleyball	6%
Girls Varsity Basketball	9%
Girls J. V. Basketball	6%
Girls Varsity Softball	7%
Girls J. V. Softball	5%
Girls Tennis	7%
Girls Track	7%
Cheerleading Advisor	6%
Speech - Debate	3%
Plays	5%
Follies	5%
Annual	3%
Band	10%
Department Heads	5%

Class Advisors

List of activities and responsibilities will be provided by the administration with the advisors receiving compensation for the fulfillment thereof.

Senior Class - 2 advisors	\$125.00 each
Junior Class - 2 advisors	\$100.00 each
Sophomore Class - 1 advisor	\$ 50.00
Freshman Class - 1 advisor	\$ 50.00

- (1) Percentage should be based on years experience in the activity figured on the B.A. schedule. If a person is promoted to a Head High School Varsity position, all experience below the varsity level will count one half (example: 4 years at the Jr. Varsity level and 1 year at the Varsity level would place him at the third step on the salary schedule).
- (2) All football coaches will start and end with the varsity.

b. Middle School

Middle School Athletic Director	8%
Band Director	6%
8th Grade Football	7%
Assistant 8th Grade Football	5%
Track	5%
8th Grade Basketball (Boys)	7%
7th Grade Basketball (Boys)	7%
7th & 8th Grade Wrestling	7%
7th Grade Cheerleading	2%
8th Grade Cheerleading	2%
Yearbook	1.5%

Drama

3%

5th Grade Camp - per night

\$25.00

- (1) Percentages should be based on years experience in the activity at Delton Kellogg on the B.A. schedule. Outside experience in the activity may be allowed not to exceed five (5) years.
- (2) The duration of time worked by all middle school coaches shall be not less than the time worked by coaches in similar varsity sports.

6. Insurance

- a. The School shall provide MESSA Super Med II (October 1) insurance coverage for each teacher as needed for twelve (12) months with coordination of benefits to apply at a cost not to exceed (per month):

Self - \$28.30
Self & Children - \$61.20
Self & Spouse - \$61.20
Self, Spouse & Children - \$68.92

Husband and wife employees without children will be covered by individual self-policies.

Husband and wife employees with children must be covered by one self, spouse and children policy.

- b. Each teacher will be furnished a life insurance policy of \$1,000.00 with double indemnity for accidental death.

7. Extra-curricular Activities

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

8. Teachers desiring payroll deductions for credit union, money saver plan, annuity, community chest, insurance, scholarship, etc., must within thirty (30) days of their employment sign and deliver to the School an assignment authorizing such deductions. Such sums to be deducted from the teachers remaining pay period for the current school year.

B. Leave Pay

1. Sick Leave

There shall be an allowance of ten (10) days per year for sick leave which shall be added, after (but not including the first day) the first day of actual work on this contract, to the previously accumulated sick leave; which shall not exceed one hundred (100) days.

2. Business Days

There shall be an allowance of three (3) half-days for personal business. Advance notice in writing - at least one full day shall be given the administration in requesting a half-day(s) for personal business. Personal business leave day shall not be granted for the day preceding or the day following holidays or vacations, and the first and last day of the school year. Prior notification, holiday and vacation provisions may be waived in case of emergency.

C. Leaves of Absence

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

1. Leaves of Absence With Pay

a. CHARGEABLE against the teacher's allowance

(1) Sick Leave

- (a) Definition - Sick leave shall be construed herein as absence from work due to the illness of the employee and includes teacher emergency dental and doctor appointments.
- (b) No sick leave allowance shall be granted to any employee for any period of time when he is on approved leave of absence for which pay is not granted by the Board of Education.
- (c) Sick leave shall become effective after (but not including) the first full day of actual work on the contract -

Provided, that a returning teacher who is absent due to personal illness at the time the contractual year begins shall receive such sick leave pay up to his prior accumulated sick leave at regular pay periods during his illness and

Provided further, that newly hired and returning teachers who are absent due to personal illness at the time their contract begins shall receive sick leave pay up to ten (10) days which will be included in their first full pay check after they report for work.

- (d) Sick leave days may be used or charged on a half (1/2) day basis, however, a portion of a half-day will be charged as an entire half-day of leave.
- (e) Verification, by statements from doctors or dentists, of illness or use of sick day leaves for appointments may be requested by the administration before payment for sick leave is allowed.

(2) Illness or Accident in the Immediate Family

- (a) An employee may take two (2) days per year of sick leave without loss of pay for illness or disabling accident in the immediate family of the employee. Additional days subject to the approval of the Superintendent will also be charged against sick leave.
- (b) Immediate family shall be limited in the case of illness or disabling accident to spouse, children, and parents of the employee.

(3) Death in the Employee's Family

- (a) A maximum of three (3) days sick leave without loss of pay may be allowed on the occasion of a death in the immediate family. This maximum may be extended with the approval of the Superintendent in such instances as would, due to unusual circumstances involved, constitute a hardship.
- (b) Immediate family under these circumstances will include grandparents, mother, father, spouse, children, step-children, mother and father of spouse, brothers and sisters of the employee and spouse.

b. Leaves of absence with pay NOT CHARGEABLE against the teacher's allowance shall be granted for the following reasons.

- (1) A leave of absence may be granted a teacher called for jury service. The School shall pay an amount equal to the difference between the teacher's daily salary and the daily jury fee paid by

the court (not including travel allowances or reimbursement of expenses) for each day on which he otherwise would have been scheduled to work - provided the School is notified promptly of pending jury duty and the School retains the right to request that the teacher be excused from jury duty.

- (2) Court appearance as a witness in any case connected with the teacher's employment or the School or whenever a teacher is subpoenaed to attend any such proceeding.
- (3) Approved visitation at other schools or for attending educational conferences or conventions as requested by the School.
- (4) Time necessary to take the selective service physical examination.

2. Leaves of Absence Without Pay

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

- a. Ill Health - Request for leaves of absence for ill health must be accompanied by a statement from the attending physician recommending that the employee be granted such leave of absence. A request for return from leave because of ill health must be accompanied by a physician's statement indicating that the employee has been examined by the physician and that he is able to resume his regular duties with the Board of Education.

The School reserves the right to require the employee to be examined by a doctor of the School's choice. In the event the employee and the School's respective doctors disagree - they (doctors) will select a third doctor for final determination of the employee's fitness to return to work.

- b. Illness in Immediate Family - Members of the employee's immediate family shall be defined as listed in the provisions for sick leave. No sick leave time may be used during such a leave.
- c. Pregnancy - The Board, upon the written request of a teacher, shall grant a leave of absence for reasons of pregnancy. The Board may require a teacher to submit substantiating evidence and may require a medical examination by a doctor satisfactory to it. The Board and

the teacher shall agree on all of the terms of the leave prior to the granting of such leave, and in no event shall the Board be required to grant a leave for a period longer than that required to protect the physical or mental health of the teacher or of the child. The terms of a maternity leave shall not be substantially different than those established for teachers incurring a temporary disability nor shall it discriminate by reason of the sex or marital status of the teacher.

- d. Military Leave - All employees shall be granted a leave of absence without pay for the purpose of enlistment, conscription, or recall to active service in the military forces of the United States. Experience credit on the salary schedule shall continue to accrue during the leave for military service on a year-to-year basis, not to exceed two (2) years.
- e. Advanced or Additional Study - Teachers may be granted a leave of absence without pay for the purpose of study to meet eligibility requirements for an educational certificate other than that held by the teacher.
- f. Peace Corps - Leave of absence will be granted up to two (2) years to any teacher who joins the Peace Corps as a full time participant in such program. Such period so served shall be treated as time taught for purpose of the salary schedule.
- g. Public Office - Teachers may be granted a leave of absence without pay for the purpose of campaigning for a public office. This leave shall be for a period of not more nor less than one (1) year.

3. Duration of Leave of Absence

- a. Leaves of absence may be requested and granted for a period not to exceed one year and such leaves are to be applied for at least sixty (60) days prior to the beginning of the school year. Extension of leave for one additional school year may be granted in unusual circumstances at the discretion of the Superintendent and upon approval of the Board of Education upon written request by the employee not later than two (2) calendar months prior to the termination date of the original leave.
- b. Under no circumstances will a leave of absence be less than the remaining portions of the school year in which such leave was granted.

4. Return From Leave of Absence

- a. An employee wishing to return to the Delton Public Schools after a

leave of absence must request in writing to the Superintendent such re-employment not later than March 1st of the year in which his leave expires. Failure to comply with this provision shall be considered as a resignation.

- b. All leaves of absence are made from the Delton Public Schools and not from a specific position therein. Re-employment and reassignment after a request to return shall be made with the welfare of the district as the major consideration and is contingent upon openings on the staff existing at that time for which the person is qualified.
- c. No experience credits or benefits on the salary schedule will accrue during the leave unless specifically noted.

D. Workmen's Compensation

Any teacher who is absent because of an injury compensable under the Michigan Workmen's Compensation Law and while receiving workmen's compensation shall receive from the School the difference between the allowance under the Workmen's Compensation Law and his regular salary not to exceed the balance of the contract year. No sick leave deductions will be made for compensable injuries.

VII. LAYOFFS

A. Determination

The Board shall have the right to reduce the number of teachers in a given subject area, field or program or eliminate or consolidate positions or reduce the number of teachers for such reasons as shall be determined by the Board, provided that if such layoff shall occur during the school year the Board shall notify the Association of its intentions in writing and the reasons therefor.

B. Layoff Procedure

Except as otherwise herein provided, teachers shall be laid off in the inverse order of their date of employment, provided, however, that the Board shall not be required to lay off any teacher whose qualifications and certification are determined by the Board to be necessary for the proper conduct of the educational program nor to violate the provisions of applicable laws and regulations. Subject to the foregoing, the following guidelines shall be observed, namely -

1. Substitute teachers shall be laid off prior to teachers under contract.
2. Probationary teachers shall be laid off prior to tenure teachers.
3. Tenure teachers who are eligible for retirement shall be laid off prior to tenure teachers who are not eligible for retirement.

Any layoff pursuant to this provision shall automatically terminate an individual contract of employment and shall suspend for the duration of the layoff the Board's obligation, if any, to pay salary or fringe benefits under any teacher's individual contract or under this collective bargaining agreement. The teacher may elect to pay the insurance premiums at the payroll office during such lay off if permitted by the insurance carrier.

C. Recall Procedure

Teachers shall be recalled from layoff in the inverse order in which they were laid off except as such order of recall may be contrary to law or to staffing requirements as determined by the Board. The Board shall give written notice of recall from layoff by sending a certified letter or telegram to the teacher at his last known address. If the teacher fails to report to work on the date set forth on the notice of recall, or if the date for resuming work in more than fifteen (15) days from the date of the notice of recall and the teacher within ten (10) days from the giving of the notice shall have failed to confirm in writing the availability of the teacher for employment, the teacher shall be considered a voluntary quit, unless an extension shall have been granted by the Board in writing, and the obligation of the Board to re-employ the teacher shall terminate. It shall be the responsibility of each teacher to notify the Board of any change of address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notice to the teacher.

D. Sick Leave and Salary Step Level

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

VIII. MISCELLANEOUS PROVISIONS

- A. Each teacher shall be furnished a telephone number to call to report unavailability for work. A teacher shall report such unavailability before 7:00 a.m. unless the reason for such unavailability shall arise after such time or extenuating circumstances shall make it impossible for the teacher to follow such procedure.

- B. The Association will be notified and will have the opportunity to consult with the School with respect to contemplated millage increases.
- C. The School will, upon written request of the President of the Association, provide public information pertinent to collective bargaining. The request will state in writing the purpose for which information is intended.
- D. This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contract heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this agreement.
- E. Copies of the agreement will be printed and the expense shared equally by the Board and the Association and presented to all teachers now employed or hereafter employed by the School while this contract is in effect.
- F. If any provision of this agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

G. Agency Shop

1. Financial Responsibility

Membership in the Association is separate and distinct from the assumption by a teacher of his equal obligation to compensate the Association for the benefits he receives from representation. The terms of this agreement have been equally made for all of the teachers in the bargaining unit and not solely for the benefit of the members of the Association. Accordingly, it is agreed that it is fair that each teacher in the bargaining unit pay equally for benefits received and that each assumes his fair share of the cost of representation.

2. Agency Service Fee

Each teacher as a condition of continued employment shall authorize the deduction of membership dues or assessments of the Association from his salary, or, if he shall not be a member of the Association, shall authorize the deduction of an agency service fee equal to the professional dues of the Association. If during the term of this agreement it shall be determined by a court of competent jurisdiction that the foregoing amount is unlawful, the amount shall be modified such amounts as shall be lawful.

3. Check-Off Procedure

Each teacher shall authorize in writing the deduction of Association dues, or the agency service fee, as the case may be, within thirty (30) days following the beginning of the school year. Teacher authorizations for the deduction of Association dues, or for the payment of the agency service fee, shall identify the teacher, the amount of each deduction, the period for which deductions are to be made, and be signed by such teacher. The Board shall deduct the authorized amount due from each teacher's pay and transmit the total deductions to the Treasurer of the Association within fifteen (15) days following such deduction together with a listing of each teacher for whom deductions were made. The Board shall use its best efforts to make the aforesaid deductions in the manner set forth, but assumes no responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment, the Association agrees to refund such monies within twenty (20) days.

4. Non-Discrimination

The Association agrees that it will not discriminate against any teacher in the bargaining unit by reason of sex, race, religion, marital status, age or national origin and that any teacher who has paid an agency service fee shall be entitled to participate in all of the activities of the Association relating to the negotiation and administration of the collective bargaining agreement to the same extent as any other teacher.

5. Employment Termination

If a teacher shall fail to join the Association or to designate the Association as his agent and to pay the sum hereinbefore set forth, such failure shall constitute reasonable and just cause for the discharge of the teacher at the end of such semester that the failure to pay the dues or service fee occurred - provided that the Association shall have given written notice of such fact to the Board not less than sixty (60) days prior to the expiration of such semester.

6. Application and Indemnification

In the interpretation and the application of the provisions herein set forth, the Association assumes full responsibility for the validity and legality of the provisions herein set forth. The Association by the execution of this agreement expressly agrees to indemnify and save the Board harmless from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of the demands made by the Association that a teacher be discharged because of the provisions herein set forth, subject however, to the following conditions -

- a. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
- b. The Association, after consideration with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.
- c. The Association has the right to choose the legal counsel to defend any said suit or action.
- d. The Association shall have the right to compromise or settle any claim made against the Board under this section.

IX. DURATION OF AGREEMENT

This agreement shall be effective as of the 28 day of August, 1975, and shall continue in effect until the 30 day of June, 1976. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Upon written notice to the other party, not more than sixty (60) or less than thirty (30) days prior to February 1 of 1976, either party may request the reopening of negotiations for the 1976-77 school year.

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DELTON KELLOGG SCHOOL DISTRICT
Counties of Barry and Allegan, Michigan

By James Lauderdale
James Lauderdale, President

By Juliet Bourdo
(Mrs.) Juliet Bourdo, Secretary

DELTON KELLOGG EDUCATION ASSOCIATION

By Robert O. Prentice
Robert Prentice, President

By Gary Harrington
Gary Harrington, Chairman-Negotiations