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ARTICLES OF AGREEMENT

Between

THE SCHOOL DISTRICT OF THE CITY OF KALAMAZOO

And

THE KALAMAZOO CITY EDUCATION ASSOCIATION

for the

1969 - 1970

School Year

Kalamazoo, City of... Sch. Dist.

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TABLE OF CONTENTS

	<u>Page No.</u>
Effective Date	1
Article I - Recognition	1-2
Article II - Association and Teacher Rights	2-3
Article III - Board of Education Rights	3
Article IV - Deduction from Paychecks	3-4
Article V - Teaching Hours	4-5-6
Article VI - Teaching Conditions	6
Article VII - Teaching Assignments	6-7
Article VIII - Transfers and Vacancies	7-8
Article IX - Teacher Evaluation	8-9
Article X - Professional Improvement	9
Article XI - Professional Behavior	9-10
Article XII - Protection of Teachers	10-11
Article XIII - Grievance Procedure and Binding Arbitration	11-12-13
Article XIV - Prohibited Activity	13
Article XV - Leaves of Absence	13-14
Article XVI - Sick Leave	14-15
Article XVII - Personal Business Leave for Teachers	15-16
Article XVIII - Funeral Policy	16
Article XIX - Negotiation Procedures	16-17
Article XX - Professional Compensation	17 thru 21
Article XXI - Miscellaneous Provisions	21
Article XXII - Duration of Agreement	21-22
Appendix A - School Calendar for 1969-1970	
Appendix B - Salary Schedule	
Appendix C - Extra Duty Salaries	
Appendix B-1 - School Nurses & Dental Hygienist Salary Schedule	
Public Librarians	

A G R E E M E N T

THE SCHOOL DISTRICT OF THE CITY OF KALAMAZOO and THE KALAMAZOO CITY EDUCATION ASSOCIATION

This agreement entered into as of the 25th day of August, 1969, by and between the SCHOOL DISTRICT OF THE CITY OF KALAMAZOO, including the Division of Schools and the Division of Public Library, hereinafter called the "Board," and the KALAMAZOO CITY EDUCATION ASSOCIATION, hereinafter called the "Association." The Board and the Association shall be the sole parties to this Agreement.

The Board and the Association agree that providing a quality education for the children of Kalamazoo is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and that the development and implementation of a quality instructional program is the joint responsibility of the Board and the professional educators who are employed by the Board.

It is further agreed that the best way to discharge the joint responsibility is through close consultation among the Board, the administration and the teaching staff speaking through its professional association.

Since these groups have the same goal of providing a quality education for all students enrolled in the schools they have entered into certain agreements and understandings which they have set forth in this contract.

The entire contents of this agreement, pursuant to the Public Act 379 of the Michigan Public Acts of 1965, is legal and binding by both the Association and the Board and by all people covered by this agreement.

ARTICLE I - RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all certificated personnel employed by the Board including: classroom teachers, guidance counselors, librarians, school social workers, speech and hearing specialists, certificated adult education instructors, summer school teachers, drivers' education teachers, teachers of homebound and/or hospitalized, department chairmen, co-op heads, and school nurses, but excluding: Superintendent, deputy superintendent, directors, managers, heads of divisions, administrative assistants, assistant directors, assistant managers, all principals, assistant principals, deans, all coordinators and assistants, supervisors and assistants, chairman of attendance and assistant, group tester,

data processing programmer, diagnosticians, community school leaders, head of practical nursing, purchasing agent and assistant, accountant and assistant, research assistant, transportation supervisor, auditor, resource teachers, head branch public librarians, public library department heads, any other person having executive authority or administrative or managerial functions.

The term "teacher" when used hereinafter in this agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined.

ARTICLE II - ASSOCIATION AND TEACHER RIGHTS

A. The Board agrees that every teacher shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective negotiation. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Law or other laws and regulations.

B. The Association Executive Director and other authorized representatives of the Association whose names shall be submitted to the Superintendent and Director of Personnel in advance shall be permitted to transact business related to this contract, provided that this shall not interfere or interrupt normal school operations, and provided further that such arrangements be cleared through the building principal or his designated agent.

C. The Board shall make available to the Association upon request such financial information related to the Kalamazoo Public Schools which is not readily available to the Association from other sources, as are necessary for negotiations. It is understood that this shall not be construed to require the Board to compile information and statistics not already available. The Association shall pay the Board for any expense involved in the preparation of material or information solely for Association use. Information which can be made available and which is necessary for the proper processing of a grievance shall be shared with K.C.E.A.

D. The Superintendent and/or his designated agent will continue to confer with the Association on fiscal, budgetary or tax programs, construction programs, or revisions of educational policy, which are proposed or under consideration and the Association shall be given opportunity to advise the Superintendent with respect to said matters prior to their adoption and/or general publication.

E. If a teacher is to be reprimanded and/or disciplined by a principal or other administrator it shall not be done in the

presence of students, parents, or other faculty members, unless the presence of another individual is requested by said teacher or by said administrator.

F. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status.

G. All committees of joint Association and Board membership established under this agreement are hereby authorized to meet without penalty or loss of pay, when called with approval of the administration.

H. At any building meeting called on the third Monday of the School calendar month the principal shall reserve not to exceed forty-five (45) minutes of the building meeting for school business with the remainder thereof for the Association representative to conduct Association business.

I. The second Tuesday of each school calendar month shall be reserved for the Association Governing Board meeting beginning not earlier than fifteen (15) minutes after student dismissal.

ARTICLE III - BOARD OF EDUCATION RIGHTS

The Board, on its own behalf and on behalf of the electors of the 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/or the United States, including, but without limiting the generality of the foregoing: the management and control of school properties, facilities, grades and courses of instruction, athletic and recreational programs, methods of instruction, materials used for instruction, and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel.

The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this agreement.

ARTICLE IV - DEDUCTION FROM PAYCHECKS

A. Any teacher who is a member of the Association or who applies for membership therein, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the NEA and the MEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year pursuant to such authorization. The Board shall deduct pro rata over the number of pay periods such annual dues beginning in September and ending in June each year.

B. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) calendar days beginning with the execution date of this contract or any teacher hired thereafter within thirty (30) calendar days after the date of employment, as a condition of employment, shall pay as a fee to the Association an amount equal to membership dues payable to the Association, the NEA and the MEA, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner provided in Paragraph A. This provision shall not apply to teachers under contract by the Kalamazoo City Board of Education during the 1968-69 school year who did not join the Association during the school year.

1. Teachers who fail to comply with the above requirement within fifteen (15) duty days after receipt by the Board of a written notification and demand for dismissal by the Association, shall be dismissed from their employment by the Board.

C. With respect to all sums deducted by the Board pursuant to authorization of the teacher, whether for membership dues or equivalent fee, the Board agrees promptly to remit the same to the Association accompanied by an alphabetical list of Teachers for whom such deductions have been made.

D. The Association agrees to indemnify and save the Board harmless from and against any and all claims, suits and/or any other form of liability that may arise out of or by reason of any action taken by the Board in reliance upon or in compliance with the terms and provisions of paragraphs A, B and B (1) of this Article.

E. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, saving bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.

F. It shall be at the option of each person governed by this contract to receive his salary on a ten (10) or twelve (12) month basis.

G. Employees governed by this contract shall be paid bi-weekly.

ARTICLE V - TEACHING HOURS

A. The regular school day for certificated employees covered

by this Agreement shall extend from not later than fifteen (15) minutes before the first bell admitting students to school and continuing until at least fifteen (15) minutes after the bell sounds dismissing students from school provided, however, that exceptions may be authorized by the principal for special activities, special programs or in case of extreme emergency. Meetings called by the principal or the administration after school shall also excuse a teacher from the fifteen (15) minute rule.

Each building principal will make such reasonable rules as conditions permit to waive the fifteen (15) minute rule on Fridays and the day before a holiday so long as teachers fulfill their responsibilities toward students with regard to clearing the school property of students, supervising students boarding busses and all other duties which have been regular and customary duties in the past.

Teachers are expected to be available to parents and students for consultation after the last regularly scheduled class, and until the end of the regular school day. The responsibility of the teacher to be available for conferences with parents is recognized as a teacher's professional responsibility and shall be encouraged by the Association. Such contacts with parents shall be accomplished by personal appointment, parent-teacher conference meetings, home visits, or telephone conversations.

B. Nothing herein contained shall be construed to relieve certificated personnel from their obligations to attend and participate in parent-teacher conferences, and building departmental and other meetings called by the Administration. All teachers are encouraged to participate in and should attend P.T.A. meetings.

C. Where possible all teachers shall have a duty-free lunch period. Where this is not possible, arrangements shall be made between the Principal and teachers.

D. All secondary teachers shall be allowed the equivalent of one (1) class period or two (2) modules for planning each day. This planning period shall be used by the teacher in the building for preparation for classes and/or consultation.

E. Planning time for elementary teachers will be made available at times when Art, Music and Physical Education teachers are assigned to the Elementary School in accordance with details to be worked out jointly by the building principal and building faculty.

It is agreed that a committee of equal representation between the Board and the Association shall be formed to study and recommend procedures for scheduling of planning time for elementary

teachers. This committee will report its recommendations to the Board and the Association by March 1, 1970.

ARTICLE VI - TEACHING CONDITIONS

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size shall be lowered wherever space and facilities exist to meet the following standards:

1. When a class enrollment exceeds the number for which the room was designed.
2. Conditions existing with respect to pupils with special learning problems.
3. Rooms in which special education students have been identified by the Special Education Department.

B. When such conditions are identified by the teacher and/or the principal, the teacher, the principal, the deputy superintendent and an association representative will meet to plan for adjusting the situation.

C. In the event that adequate learning stations or space is not available, it is agreed that a teacher aide may be provided if it is the best solution mutually determined by the teacher, the principal, the deputy superintendent and an Association representative.

D. Upon request, a teacher will be advised as to the number of pupils for which his room was designed.

E. Exceptions may be made with respect to transfers into or within a building or other special scheduling problems by mutual consent of the teacher and the building principal.

ARTICLE VII - TEACHING ASSIGNMENTS

A. Teachers shall not be assigned, without good cause, outside the scope of their teaching certificates or their major or minor field of study. In the event that an assignment of this type becomes absolutely necessary the teacher shall be consulted at least five days prior to said change and shall notify the Association of the pending change.

B. Teachers shall be notified in writing of their forthcoming schedule and grade assignment as early in June as possible. A master schedule, properly posted, shall suffice. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignments in the secondary

school grades will be notified and consulted by their principal as soon as practicable. Every effort will be made to avoid re-assigning probationary teachers.

C. The Association is in agreement with the Board policy dealing with the recruitment and selection of teachers and specifically regarding the minimum requirement of a bachelor's degree and proper Michigan certification of new teachers.

D. When an individual contract is offered a prospective teacher, he will be given a copy of the master contract.

E. Sections A and C above shall also apply to summer school teachers.

F. Sections A and C shall also apply to teachers assigned to adult education credit courses.

G. Assignments in addition to the normal teaching schedule during the regular school year, such as adult education courses, driver education, extra duties enumerated in Appendix C and summer school courses, shall not be obligatory but shall be with the consent of the teacher. If, in the judgment of the administration, certificated employees then in the employ of the Board possess the required qualifications for such assignments, such then employed certificated employees shall be given preference in making such assignments.

H. A building principal shall make every effort to keep the number of teacher daily preparations at a minimum.

ARTICLE VIII - TRANSFERS AND VACANCIES

A. The parties agree that unrequested transfers of teachers be minimized and avoided whenever possible. All teachers in the Kalamazoo Public Schools are free to request a transfer for personal reasons.

B. The school administration will make every effort to relocate teachers at their request whenever it is possible, but at the same time shall endeavor to maintain a balanced staff in each school. The proper procedure to follow is to secure three transfer request forms from the Personnel Division (Form Per-22). Complete this transfer request, in triplicate, and return one copy to the Personnel Division either directly or through the building principal, and send one copy to the Association.

C. Even though all transfer requests cannot be honored each year, every consideration will be given prior to the beginning of the new school year in September. Requests for transfer shall

be filed or renewed with the Personnel Division each year.

D. Transfers within a building shall be made through the building principal.

E. Any teacher who shall be transferred to an administrative 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. All vacancies shall be announced in the Superintendent's bulletin (with exception of vacancies created by transfer within the system) and during the summer through the local newspaper. All administrative vacancies shall be announced in the same manner.

ARTICLE IX - TEACHER EVALUATION

A. Two copies of the written evaluation shall be submitted to the teacher at the time of personal interviews or within ten (10) days thereafter, one to be signed and returned to the administration, the other to be retained by the teacher. In the event the teacher feels his evaluation was incomplete or unjust he may put his objections in writing and have them attached to his evaluation report to be placed in his personnel file.

B. A "Teaching Coach" shall be assigned by the principal to every probationary teacher upon entrance of the teacher into the system. The "Teaching Coach," insofar as possible shall be a tenure teacher engaged in teaching within the same grade, building, or discipline as the probationary teacher. It shall be the duty of the "Teaching Coach" to assist and counsel the probationary teacher in acclimating him to the teaching profession and to the school system.

C. The parties hereto agree to the formation of a committee of equal representation between the Board and the Association, to recommend procedures for the evaluation of the teachers by the administration and staff. Both the Board and the Association shall appoint their own representatives.

The Committee should:

1. Develop a standardized instrument for evaluation.
2. Determine the frequency of evaluations.
3. Develop a procedure to evaluate probationary and tenure teachers.
4. Develop a procedure for individual review of personnel file.

This committee will report its recommendations to the Board and the Association by March 1, 1970.

ARTICLE X - PROFESSIONAL IMPROVEMENT

A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies and participation in community educational projects.

B. The Board agrees to provide, upon approval of the Superintendent, the necessary funds for teachers who desire to attend select professional conferences and Michigan Department of Education Curriculum Committee meetings. Travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant. A teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation. Teachers will, upon request, submit a written report regarding such conferences. Teachers wishing to make use of this provision shall submit a G-55 to the Superintendent at least five days in advance of the anticipated absence. The reason for the request shall be stated on the G-55.

C. At the request of the Association, through the Superintendent, arrangements shall be made for after-school courses, workshops, conferences and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualification to participate in the presentation of such programs. All teachers desiring to attend shall be allowed to do so.

ARTICLE XI - PROFESSIONAL BEHAVIOR

A. The Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall accept responsibility to deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.

B. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of professional behavior by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of professional behavior or the Code of Ethics of the Education Profession shall be promptly reported to the offending teacher and to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, institute proceedings against the offending teacher.

C. No tenure 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, including adverse evaluation of a tenure teacher's performance asserted by the Board or representative thereof 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 Association.

ARTICLE XII - PROTECTION OF TEACHERS

A. The Board recognizes its responsibility to give full support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever, in the opinion of the teacher and the principal, the behavior of a pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take necessary steps to cause the problem to be corrected.

B. A teacher may send a pupil to the principal when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident in writing. A student may return to class when appropriate arrangements have been made between the administrator and the teacher.

C. School personnel will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his parents when warranted, or through other measures. Transfer of the student to another teacher may be made by the principal. However, if these attempts are not successful in improving the student's behavior, suspension will result.

D. A teacher should protect himself from attack and should prevent injury to another teacher or student. Any case of physical assault upon a teacher shall result in immediate suspension of the student until such time as final recommendation for placement is made. In any case of physical assault upon a teacher, or a complaint or suit by third parties as a result of action taken by the teacher while properly performing his duties, the Board and the Association will render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

E. No action shall be taken upon a complaint made by a parent directed toward a teacher, nor shall any reference to the complaint be included in the teacher's personnel file unless the

teacher is duly notified in writing. If any question of breach of professional ethics is involved, the Association shall be notified.

F. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property and shall discharge their duties and responsibilities to said students and property according to the Michigan School Laws.

G. The Board will reimburse teachers for any loss, damage or destruction of clothing or personal property, not covered by insurance, when caused through physical assault while on duty.

ARTICLE XIII - GRIEVANCE PROCEDURE AND BINDING ARBITRATION

A. The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as the investigation allows at each level of the procedure. Nothing herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration.

B. A grievance is defined as an alleged violation of a specific article or section of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance; but such grievance shall be submitted to the following grievance and arbitration procedures.

An individual teacher may present a grievance to the Administration individually or together with the Association representative as long as any adjustment is not inconsistent with the terms of this Agreement.

C. Step one. Within two (2) working days of the time a grievance arises, the teacher will present the grievance to his principal. Within four (4) working days after presentation of grievance, the principal shall give his answer orally to the teacher.

D. Step Two. If the grievance is not resolved in Step One, the teacher may, within five (5) working days of receipt of principal's answer, submit to the assistant or deputy superintendent a signed, written "Statement of Grievance." A copy shall be given to the principal involved and the Professional Rights and Responsibilities Committee of the Association at the same time. The "Statement of Grievance" shall name the teacher involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the teacher and of the Association with respect to these provisions, shall

indicate the relief requested, and shall be signed by the teacher involved.

The Assistant superintendent or his designated representative shall give the teacher an answer in writing no later than five (5) working days after receipt of the written grievance. If further investigation is needed, additional time may be allowed by mutual agreement of the assistant superintendent and the Association.

E. Step Three. If the grievance is not resolved in Step Two, the grievance shall be forwarded to the chairman of the Board Personnel Committee, the Superintendent and other representatives of the Board. The Superintendent and other representatives of the Board and representatives of the Association shall meet within a reasonable time, not to exceed five (5) working days, unless a longer time is mutually agreed upon between the parties, to discuss the grievance.

F. Step Four. If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Step Three above, either the Board or the Association shall have the right to submit the dispute to arbitration by the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules, then obtaining, providing such submission is made within fifteen (15) calendar days after the date of the meeting provided for in Step Three above.

G. A grievance may be withdrawn at any level prior to Step Four without prejudice or record. Any grievance not advanced to the next step by the Association within the time limit in that step shall be deemed abandoned. Time limits may be extended by the Board and the Association in writing then the new date shall prevail.

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

1. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. He shall have no power to rule on any of the following:
 - a. The termination of services of or failure to re-employ any probationary teacher.
 - b. The placing of a non-tenure teacher on a third year of probation.
 - c. The termination of services or failure to reemploy

any teacher to a position on the extra-curricular schedule.

- d. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher's Tenure Act (Act IV Public Acts, extra session, of 1937 of Michigan, as amended).

I. Both parties agree to be bound by the award of the arbitrator and there shall be no appeal from an arbitrator's decision.

J. The cost of the Arbitrator for any case requiring settlement by arbitration shall be shared equally (50%) between the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

ARTICLE XIV - PROHIBITED ACTIVITY

A. The Association and/or its members shall not engage in nor encourage concerted action of any type against the school district.

B. The Board agrees that it will not, during the period of this Agreement, engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

ARTICLE XV - LEAVES OF ABSENCE

A. A leave of absence may be granted, on recommendation of the Superintendent, for a period not to exceed one year to any teacher having successfully completed the probationary period. The time period is subject to renewal at the will of the Board following written request by the teacher. Requests must be made before termination of the leave and shall not exceed one year for each renewal.

B. Unless otherwise specified, a leave of absence when granted by the Board shall:

1. Entitle the teacher to return to employment in the first vacant position for which, in the opinion of the Superintendent, he is qualified. This reemployment privilege shall extend for not more than two (2) years following the date of termination of the leave of absence. A refusal of offered employment during this two (2) year period shall immediately end this privilege.
2. Not entitle the teacher to accrual of sick leave.
3. Not entitle the teacher to advancement on the salary schedule for the time away from actual employment

unless pre-arranged with the Superintendent.

4. The teacher on leave of absence shall not lose any accumulated benefits.

C. A leave of absence may be terminated at any time by mutual agreement between the teacher on leave and the Superintendent.

D. An employee shall not accept gainful employment except in connection with a graduate study grant while on leave of absence without express consent of the Board. Violation of this prohibition shall be grounds for immediate dismissal.

E. Maternity leave shall be governed as follows:

1. A teacher upon becoming pregnant shall arrange a leave or termination from employment by notifying the Superintendent, in writing, of the anticipated date of confinement. This information must be verified by a written medical report.
2. The contract of such a teacher shall be terminated at least three (3) months preceding the anticipated birth of the child. Termination may be earlier if, in the opinion of the administration, such termination is advisable.
3. If a qualified replacement is not available, the teacher may continue on a day-to-day basis at her regular salary.
4. Such a teacher may be eligible for reemployment provided (1) she has a certificate of good health from a licensed physician, and (2) a vacancy exists for which she is qualified.

ARTICLE XVI - SICK LEAVE

A. Each regular full-time employee shall earn sick leave credit at the rate of one (1) day of service per month on a ten (10) month year basis. The full allowance for the year shall be credited at the beginning of each year. Unused sick leave shall be cumulative from year to year without limitation. If an employee's services are terminated, a deduction will be made at the time the services terminate, for all sick leave used in excess of the earned amount.

B. When an employee requests a leave of absence due to illness, the employee has the privilege of electing to use the benefits accrued under this sick leave article.

C. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one year and the

leave may be renewed each year upon written request by the teacher.

D. In the event of an injury or illness compensable under the Michigan Workmens' Compensation law the affected and necessarily absent teacher may elect to be paid from his unused paid sick leave credits (to the extent that the same will support such payment) an amount sufficient to make up the difference between what he received from the Workmens' Compensation Commission and his regular salary during such necessary absence.

E. A teacher incurring an illness or disability prior to the opening of school shall be eligible for all the benefits prescribed in this article upon the opening of school excluding teachers new to the system.

F. A total of five (5) days each year may be allowed for absences due to the illness of members of the immediate family or household, such absences to be deducted from sick leave.

G. Holidays occurring during illness shall not be considered deductible from the employee's sick leave accumulation.

H. Deductions from salary made under this policy shall be determined by the Business Office on a pro-rated contractual daily salary basis.

I. A statement of all accumulated sick leave shall be presented to each individual teacher on or before September 30.

ARTICLE XVII - PERSONAL BUSINESS LEAVE FOR TEACHERS

A. A personal business leave for certificated personnel shall be provided at the rate of one day per year. Any unused portion of the personal business leave shall accumulate to a maximum of two days.

Procedure for the administration of the personal business leave shall be governed by the following regulations:

1. The personal business leave shall be subtracted from the sick leave accrual. Teachers not having sick leave credit shall not be granted the personal business leave under this provision.
2. The personal business leave shall be used only in situations of urgency, for the purpose of conducting personal business which is impossible to transact on the weekend or after school hours. Certain types of family obligations, legal commitments, religious observance, unusual circumstances related to professional growth, and emergencies are considered to be justification for the utilization of the personal business policy.

3. Teachers wishing to make use of the leave must submit a G-55 to the superintendent at least five days in advance of the anticipated absence except in cases of emergency. The general reason for the requested leave shall be put on the G-55.
4. If the nature of the leave is classified as an emergency, the G-55 may be submitted at the earliest possible time.
5. Personal business leave shall not be used by employees for the purpose of seeking employment elsewhere.
6. Personal business leave shall not be used by employees for the purpose of rendering services, or working either with or without remuneration, for themselves or for anyone else.
7. If a reply to the G-55 has not been received prior to the date of absence, the teacher should contact the building principal.

ARTICLE XVIII - FUNERAL POLICY

A. A total of three (3) days of absence will be allowed for each death in the immediate family. Two (2) additional days of absence may be allowed but taken from sick leave. If there is no sick leave credit available, a salary deduction will be made on a pro-rated contractual daily salary basis. The immediate family is interpreted to include spouse, father, mother, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren. When two individuals have lived together for a number of years they will be covered by the above.

B. One day of absence per year will be allowed for the funeral of a relative outside the immediate family. An additional two (2) days of absence may be allowed but taken from sick leave credit. If no sick leave is available, there will be a full pay deduction for these two (2) days.

C. One day of absence per year will be allowed for the funeral of a friend and deducted from sick leave.

D. If the employee has no unused sick leave credits, a full deduction will be made.

ARTICLE XIX - NEGOTIATION PROCEDURES

A. Representatives of the Board and the Association's Negotiating Team will meet on the last Tuesday of 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.

B. Each party will submit to the other, on or before Friday prior to the meeting, an agenda covering what they wish to discuss.

C. All meetings between the parties will regularly be scheduled to take place as promptly as possible at times when the teachers involved are free from assigned instructional responsibilities, unless otherwise mutually agreed. If it is necessary to schedule such meetings during the school day, teachers whose presence is required shall be released from regular duty without loss of salary.

D. Should such a meeting result in a mutually acceptable amendment of the Agreement then the amendment shall be subject to ratification by the Board and the Association provided that the Negotiating Team shall be empowered to effect temporary accommodations to resolve special problems.

E. Between March 1st and April 1st, the parties shall initiate negotiations for the purpose of entering into a successor agreement for the forthcoming year.

F. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives will have the authority to make proposals, consider proposals, and make concessions in the course of negotiations. Both parties agree to submit the final Agreement for ratification to their appropriate governing bodies on the same calendar date. After ratification by both parties their representatives shall attach their signatures to the ratified Agreement within twenty-four (24) hours of ratification.

G. There shall be two (2) signed copies for purposes of record. One (1) retained by the Board and one (1) retained by the Association.

ARTICLE XX - PROFESSIONAL COMPENSATION

A. The basic salaries of teachers covered by this Agreement are set forth in Appendix B which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.

B. A teacher engaged during the school day, at the request of the Association and the Administration, in participating in any negotiations or grievance discussion, including arbitration, shall be released from regular duties without loss of salary.

C. A teacher shall be given credit for prior certified teaching experience outside of Kalamazoo and/or not to exceed a

maximum of three (3) years of credit for military service. One (1) year of such experience or service shall be equal to one (1) step on the salary schedule. Under no circumstances shall a teacher be credited with more than six (6) years of outside teaching and military service or other experience for the purpose of application of the salary schedule.

1. Teachers who formerly taught in the Kalamazoo School system and who are re-employed shall be given full credit on the salary schedule for previous Kalamazoo Public School experience.

D. Teachers receiving the Master's Degree at the close of the fall semester will be issued a new contract at the Master's Degree scale for the balance of the contract year, provided however that he submits official evidence of having earned said degree to the personnel division on or before the first day of the spring semester.

E. Before the beginning of the 4th, 8th, and 12th year of service in the Kalamazoo Public Schools, each teacher must show evidence of professional growth as listed below in order to continue to receive the raises provided on the salary schedule. If the teacher should fail to meet these requirements when due, further raises will not be allowed. If the requirements are met at a later date, the salary raise will become effective the following September.

Requirements for receiving Professional Salary Schedule Increases:

1. Teachers whose minimum training is four years of college with the bachelor's degree.
 - a. Evidence of having earned at least six semester hours of credit in an accredited institution of higher learning shall be presented.
 - b. Other evidence of professional growth such as attendance at summer conferences, educational travel, education research, publication of articles, publication of books, outstanding work for civic improvement, work on professional committees in improving the curriculum or the status of teachers, and work on extra curriculum programs are acceptable if approved by the Superintendent of Schools prior to the time the activity is to be undertaken. (See form PER 80).
 - c. If college credit is submitted as evidence of having met this professional requirement, it should be in the form of a transcript of credits

from the college submitted to the Division of Personnel.

- d. If evidence of professional growth, other than college credit is to be submitted, it should be in writing addressed to the Superintendent who has the responsibility of evaluating the evidence. It is not possible for a teacher to have "other evidence" accepted in lieu of all six semester hours of college credit. It is, however, possible for this type of professional growth to be considered in lieu of two or three semester hours of college credit.
2. Teachers whose minimum training is five years of college with the Master's Degree.
 - a. Evidence of having earned at least two semester hours of credit in an accredited institution of higher learning shall be presented.
 - b. Other evidence of professional growth such as attendance at summer conferences, educational travel, education research, publication of articles, publication of books, outstanding work for civic improvement, work on professional committees in improving the curriculum or the status of teachers, and work on extra curriculum programs are acceptable if approved by the Superintendent of Schools prior to the time the activity is to be undertaken. (See form PER 80).
 - c. Other evidences of professional growth must be in writing. The Superintendent of Schools has the responsibility of evaluating it. The teacher may submit evidence of professional growth, other than college credit, in fulfillment of this requirement.
 3. Professional salary schedule raises shall be counted from the time a teacher begins work at Kalamazoo. That is, they shall become due at the beginning of the 4th, 8th, and 12th years of service in Kalamazoo.
 4. These requirements shall be met on or before September 1 of the school year for which the credit is required. Official evidence of such professional training shall be submitted to the Division of Personnel not later than September 15 of the same year.
 5. Requirements for increments coming due during a leave

of absence from the system for military and auxiliary duties shall be considered as having been met.

F. Placement on the master's degree, plus 30 hours salary schedule shall not be automatic. There shall be a credentials committee, appointed by the superintendent of schools, for the purpose of evaluating credits to determine whether or not a teacher may be eligible for placement on the master's degree, plus 30 hours schedule. The committee shall be made up of the following persons:

- A curriculum coordinator
- A supervisor
- A principal
- A teacher
- Personnel Director

The decision of this committee shall be governed by the following regulations:

1. All credits must be submitted on an official transcript of credits from an accredited institution of higher learning.
2. All credits shall have been earned beyond the time the master's degree was granted.
3. All credits must, in some way, be applicable to the particular grade level or subject matter area in which the teacher is teaching, or be applicable to an approved program of study.
4. If a teacher applies for the master's degree, plus 30 placement and does not receive favorable consideration, he shall be notified in writing following the final decision of the above-named committee.
5. Advanced approval for placement on the M.A. + 30 schedule may be secured by submitting a program of study to the committee prior to undertaking the work.
6. Credits shall be earned and approved prior to the beginning of the contractual school year to qualify for placement on the master's degree, plus 30 hours salary schedule.

G. It is agreed that a study committee consisting of an equal number of teachers and administrative personnel shall be created for the purpose of analyzing the increment requirements specified in E and F above and reporting its recommendations regarding such matters to the Board and the Association by March 1, 1970.

H. The Board of Education shall pay \$200 per year per teacher to be applied to the M.E.S.S.A. medical plans with options.

ARTICLE XXI - MISCELLANEOUS PROVISIONS

A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendments to this Agreement.

B. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

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

E. Copies of this Agreement shall be printed at the joint expense of the Board and the Association within thirty (30) days after the Agreement is ratified.

F. When road conditions, weather, or other acts of God make transportation impossible personnel shall: (1) Contact the person to whom they are responsible; (2) Report for work as soon as conditions clear. When, in the judgment of the administration, an employee's absence is caused entirely by dangerous road conditions, foul weather, or other acts of God, a pay deduction shall not be made.

G. The practices regarding reimbursement of itinerant teachers for mileage necessarily driven in the course of their employment shall remain as it was during the 1968-69 school year.

ARTICLE XXII - DURATION OF AGREEMENT

This agreement supercedes the agreement between the parties signed June 6, 1966, shall become effective as of the 25th day of August, 1969, and shall remain in effect only until the 15th day of August, 1970, unless the parties hereto mutually agree, prior

to that date, that this agreement shall be extended for a then specified term.

BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF THE CITY
OF KALAMAZOO

THE KALAMAZOO CITY EDUCATION
ASSOCIATION

_____	_____	_____	_____
(President)	Date	(President)	Date
_____	_____	_____	_____
(Secretary)	Date	(Secretary)	Date
_____	_____	_____	_____
(Chairman, Board of Education Negoti- ating Committee)	Date	(Chairman, Professional Negotiation Commit- tee)	Date

APPENDIX A

SCHOOL CALENDAR FOR 1969-70

August 29	Pre-School Conference (new teachers only)
September 1	Labor Day (pay day)
September 2	School opens for Teachers
September 3	School opens for Students - full day
October 10	Regional Conference
November 27 & 28	Thanksgiving Vacation (Nov. 27 pay day)
December 22 - Jan. 2	Christmas Vacation (10 days)
January 30	Mark cards in the a.m. & In-Service in the p.m. (mid-year conference)
March 27 - April 3	Spring Vacation (6 days)
May 25 - Monday	Memorial Day (1 day)
June 10	School Ends for Students
June 11	Mark cards and records
June 12	Students pick up cards
June 12	School Ends for Teachers

<u>Planning & In-Service</u>		<u>Vacation Days</u>		<u>Instruction</u>
August 29	1 day	September 1	1 day	180
September 2	1 day	Nov. 27 & 28	2 days	
October 10	1 day	Dec. 22 - Jan. 2	10 days	
January 30	1 day	Mar. 27 - April 3	6 days	
June 11 & 12	2 days	May 25	1 day	
			<u>20 days</u>	
Instruction			180	
Planning & In-Service			6	
Vacation			<u>20</u>	
			<u>206</u>	

Calendar days August 29 to June 12 - - 206

Work days 189
 Contract Days 192 (Labor Day & Thanksgiving Day and Memorial Day)

Kalamazoo 1969-70

APPENDIX B - SALARY SCHEDULE

STEP	BACHELOR'S		MASTER'S		MASTER'S + 30 HRS.		DOCTORATE	
	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY
1	100	7200	108	7776	116	8352	124	8982
2	105	7560	113	8136	121	8712	129	9288
3	110	7920	118	8496	126	9072	134	9648
4	115	8280	123	8856	131	9432	139	10,008
5	123	8856	131	9432	139	10,008	147	10,584
6	128	9216	136	9792	144	10,368	152	10,944
7	133	9576	141	10,152	149	10,728	157	11,304
8	138	9936	146	10,512	154	11,088	162	11,664
9	146	10,512	154	11,088	162	11,664	170	12,240
10	151	10,872	159	11,448	167	12,024	175	12,600
11	156	11,232	164	11,808	172	12,384	180	12,960
12	164	11,808	172	12,384	180	12,960	188	13,536
13	---	-----	177	12,744	185	13,320	193	13,896
14	---	-----	185	13,320	193	13,896	201	14,472

APPENDIX C - EXTRA DUTY SALARIES

The following pay scale shall apply to fully certificated, qualified teachers for the following extra duty assignments. The percentages shown are of the base or starting rate for the Bachelor's degree:

COACHES:

Senior High School

Athletic Director	20%
Football	18%
Basketball	18%
Swimming	12%
Wrestling	12%
Baseball	10%
Football Reserve	10%
Track	10%
Basketball Reserve	11%
Cross Country	9%
Tennis	9%
Golf	7%

Assistants

Football	9%
Baseball	7%
Swimming	8%
Track	7%
Wrestling	8%

Faculty Game Manager	9%
Equipment Manager	6%
Cheerleader Director	7%
Cheerleader Assistant	5%

Junior High School

Athletic Director	16%
Football (head)	6%
Football (asst.)	5%
Basketball (varsity)	7%
Track	5%
Tennis	5%
Intramural	3%
Intramural (women's)	3%
Cheerleader Director	6%

Cheerleader Assistant	4%
Basketball (jr. varsity)	7%

A maximum of five (5) years' credit outside Kalamazoo may be allowed, provided however, said experience is from a school comparable to Kalamazoo Central or Loy Norrix. Allowable experience shall be Senior High School experience in the specific sport and in the coaching position.

No coach shall be assigned to more than two coaching positions except in emergency situations.

Add to the salary of each coach 2% of the coaching base for each year of allowable Kalamazoo coaching experience, said experience shall be limited to ten (10) years and shall be in the same sport being coached. "Coaching base" is the dollar amount arrived at by multiplying the base salary for the B.A. degree by the appropriate percentage specified above.

The Athletic Director shall be assigned four (4) class periods, one (1) planning period and one (1) period for athletic duties.

Summer School Classroom Teachers		\$6.50 per hour
Adult Education Teachers		\$6.50 per hour
Driver Education Teachers		\$6.50 per hour
Music Dept. - Extra Assignment Teachers		\$6.50 per hour
Department Heads	7%	
Co-op Heads	3%	

Class Sponsors

Sophomore Class	2%
Junior Class	3%
Senior Class	3%
Debate Coach	8%
Dramatics Coach	8%

APPENDIX B-1 - SCHOOL NURSES & DENTAL
HYGIENIST SALARY SCHEDULE

<u>STEP</u>	<u>NON-DEGREE</u> (75% of Teacher's base of \$7,200)	<u>DEGREE</u> (90% of Teacher's base of \$7,200)
1	\$5,400	\$ 6,480
2	5,670	6,804
3	5,940	7,128
4	6,210	7,452
5	6,642	7,970
6	6,912	8,294
7	7,182	8,618
8	7,452	8,942
9	7,884	9,461
10	8,154	9,785
11	8,424	10,109
12	8,856	10,627

PUBLIC LIBRARIANS

The twelve (12) months public librarians shall continue to be paid on the same salary schedule as teachers plus 14%.