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Kalamazoo
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1970-71

Kalamazoo School District

ARTICLES OF AGREEMENT

Between

THE SCHOOL DISTRICT OF THE CITY OF KALAMAZOO

And

THE KALAMAZOO CITY EDUCATION ASSOCIATION

for the

1970 - 1971

School Year

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PROFESSIONAL NEGOTIATIONS

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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 22nd day of September, 1970, 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, an incorporated Association hereinafter called the "Association" affiliated with the Michigan Education Association, hereinafter called the "MEA," and the National Educational Association, hereinafter called the "NEA." The Board and the Association shall be the sole parties to this agreement.

W I T N E S S E T H:

Whereas, the Board and the Association recognize and declare that providing a quality education for the children of the Kalamazoo Public Schools is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

Whereas, teachers and administrators are qualified to jointly assist in formulating policies and programs designed to improve educational standards, and

Whereas, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

Whereas, the parties have reached certain understandings which they desire to confirm in this agreement, it is hereby agreed as follows:

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 chairman, co-op heads, and school nurses and dental hygienist, 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, consultants with supervisory authority, 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 bargaining unit as above defined, and reference to male teachers shall include female teachers.

The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this agreement.

ARTICLE II - ASSOCIATION AND TEACHER RIGHTS

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every teacher shall have the right to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any lawful, approved activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or other applicable laws and regulations.

B. Duly authorized representatives of the Association, whose names shall be submitted to the superintendent, shall be permitted to transact official Association business on school property, related to wages, hours, and working conditions at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. The Association representative(s) will

inform the principal or his representative of his presence in the building and make arrangements with the principal or his representative to conduct said business.

C. The Board of Education agrees to furnish to the Association, in response to requests, information concerning the financial resources of the District which are available to the public and/or agreed to by the superintendent including, but not limited to, annual financial reports and audits, register of the bargaining unit, tentative budget requirements and allocations, agendas and minutes of Board meetings, treasurer's reports, census and membership data, names, addresses and salaries of all teachers and such other information as will assist the Association in developing programs. The Association shall also be entitled to information which may be necessary to process a grievance or complaint. It is understood that this shall not be construed to require the Board, without compensation by the Association, to compile information and statistics not readily available.

D. The Board or its 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 an opportunity to advise the Board or its designated agent with respect to said matters prior to their adoption and/or general publication.

E. No disciplinary action against a teacher shall be taken on the basis of a complaint by the Board or its designated agent, a parent, or student unless the matter is first discussed with the teacher. A report of such disciplinary action which becomes a matter of record shall be submitted to the teacher and a copy may be included in the teacher's personnel file, provided however, said teacher is allowed to include a reply.

If a teacher is to be reprimanded and/or disciplined by a principal or other administrator it shall be done in private. Another individual may be present at the request of either party.

F. The provisions of this agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status. Membership in the Association shall not be denied to any teacher because of race, creed, religion, color, national origin, age, sex, 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. When it is not necessary to call a building meeting on the third Monday such period shall be reserved 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.

J. The rights granted herein to the Association shall not be granted or extended to any competing labor organization.

K. The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards, at least one of which shall be provided in each school building. The Association may use the district mail service and teacher mail boxes for communications to teachers.

ARTICLE III - BOARD OF EDUCATION RIGHTS

The Association recognizes that except as specifically limited or abrogated by the terms and provisions of this agreement and to the extent authorized by law, all rights to manage and direct the operations and activities of the school district and supervise the teachers are vested solely and exclusively in the Board.

ARTICLE IV - ASSOCIATION DUES OR FEES

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 NEA and 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 one-twentieth of such dues from the bi-weekly paychecks of the teacher for twenty (20) pay periods, beginning in October and ending in June of each year. Deductions for teachers employed after the commencement of the school year shall be made on the basis of one-twentieth of such dues for each succeeding two weeks during the school year ending in the month of June.

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 date of the commencement of teaching duties 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 continuous contract by the Kalamazoo City Board of Education since the 1968-69 school year who were not members of the Association in 1968-69, and who have not since joined the Association.

(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.

ARTICLE V - TEACHING HOURS

A. The regular school day for teachers covered by this agreement shall extend from not later than fifteen (15) minutes before the first bell in the morning admitting regularly scheduled students to school and continuing until at least fifteen (15) minutes after the bell rings dismissing regularly scheduled students from school at the end of the school day. Exceptions may be authorized by the principal in case of emergencies.

Elementary teachers are expected to remain in their assigned school buildings for at least five (5) minutes after commencement of the noon recess and are expected to return to their respective school buildings not later than five (5) minutes before the first bell admitting students to school at the conclusion of the lunch break.

On Fridays and on days preceding holidays or vacation, the teacher's day shall end upon fulfillment of his responsibilities.

Teachers are expected to remain for a sufficient period after the close of the pupil's school day to accommodate consultation with parents and/or students.

The scheduling of zero hour and seventh hour shall remain the same as in the school year 1969-70. Teachers assigned to zero hour are expected to report fifteen (15) minutes prior to class. Teachers assigned to seventh hour may leave upon termination of said class.

B. Nothing herein contained shall be construed to relieve certificated personnel from their obligation 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. No teacher shall be required to attend after-school meetings scheduled by the Board for more than two (2) hours of meeting time per week. For the purpose of this limitation the following are excluded: joint Association-Board committees, system-wide curriculum meetings, parent-teacher conferences, general staff meetings called by the Superintendent or K.C.E.A. meetings called by the Association.

C. Duty-free lunch periods for all teachers in the junior and senior high school will be provided. Such period shall equal one (1) module at the junior high level and no less than twenty-five (25) minutes at the senior high. Elementary teachers will be provided no less than sixty (60) minutes duty-free lunch period, except in Special Education Schools and Special Education classrooms where the duty free lunch period for teachers may be reduced with the understanding that compensatory time will be provided for teachers in such schools and/or classrooms.

D. The normal daily teaching load in the junior high school for all full-time teachers, excluding physical education teachers, will be eleven (11) teaching modules and two (2) assigned modules for preparation periods. The normal weekly teaching load in the senior high school will be twenty-five (25) teaching periods and five (5) assigned preparation periods, assignment of any supervisory period(s) or module(s) shall be considered a teaching period. Junior High physical education teachers shall be allowed five (5) modules for planning each week and shall be relieved of any home room duties.

The Board and the Association agree that it is desirable to increase the amount of personal contact time between teachers and individual students. It is agreed that a joint committee composed equally of administrators and teachers, appointed by the Board and Association respectively, will be formed for the purpose of studying and recommending a plan designed to promote this objective and such recommendations shall be presented to the parties on or before March 1, 1971.

Each full-time elementary teacher shall be provided an average of no less than one hundred twenty (120) minutes of planning time per full week. (Such average shall be accomplished within the period of three (3) consecutive full weeks.) No regular classroom teacher will be assigned to another classroom group in order to provide this planning time. All such planning time (except for special education teachers) will be in addition to the fifteen (15) minutes available prior to the arrival of students in the morning and the fifteen (15) minutes following dismissal of students in the afternoon. Full-time special education teachers will receive an equivalent of planning time but it may be prior to student arrival in the morning and/or following student dismissal time in the

afternoon if the students' day is different from the "regular" elementary day. These provisions regarding elementary teachers' planning time will take effect within thirty (30) days after the date of ratification of this agreement.

E. Teachers who meet with the Board or the Administration for any reason during the school day shall not suffer any loss of pay during that time when said meeting is authorized by the Board or the Administration.

ARTICLE VI - TEACHING CONDITIONS

A. It shall be the intent of the Board, in conjunction with the Association, to make every effort to plan towards implementation of the below recommended class sizes. Efforts will also be made toward equalization of class sizes throughout comparable grade levels in accordance with the recommended class sizes. It is recognized that these efforts must be within the constraints of finances, personnel and physical facilities available.

B. The Board agrees to reduce average class size and/or pupil-teacher ratio in elementary schools designated as target schools under the provisions of Title I of Public Act 89-10, as amended. Class size and/or pupil-teacher ratio in these schools will be below the all-district average for elementary schools.

C. Recommended class sizes are:

<u>Level and Grade or Subject</u>	<u>Recommended Class Size</u>
Elementary K-3	25
Elementary 4-6	28
Secondary (All subjects not listed below)	28
Industrial Arts	25
Vocational Shops	25
Homemaking	25
Typing	30
Drafting	30
Pool	30
Music	46
Physical Education	46

D. It is agreed that in the best interest of the educational process elementary classes shall be limited to no more than thirty (30) students except in cases when, in the judgment of the Board, no other practical solution exists in which case details of such condition shall be submitted to the Association.

E. The Board recognizes that children having special physical, mental and emotional problems may require specialized classroom experience and that their presence in regular classrooms may interfere with the normal instructional program and place extraordinary and unfair demands upon the teacher.

F. When such conditions are identified by the teacher and/or principal, the teacher shall complete the appropriate referral forms and submit them to the principal for forwarding to the proper special education personnel. If relief is not provided within a reasonable period of time, the teacher, principal, deputy superintendent and an Association representative will meet to plan for adjusting the situation.

If transfers of students within a building or other scheduling changes become part of the solution, such action shall be taken only after the principal has conferred with the teachers involved.

G. Consideration will be given to the reduction of class size where special students (determined under State Guidelines) are placed in regular classrooms except for those with speech problems. In the event adequate learning stations or space is not available to achieve this, it is agreed that a teacher aide and/or special consultive service may be provided if it is the best solution mutually determined by the teacher, the principal, the deputy superintendent and an Association representative.

H. The Board will endeavor, where County and State special education funds allow, to provide services to children having physical, mental, emotional or perceptual handicaps as determined under the State Guidelines for identifying and serving special education students. The Board and Association agree to request the K.V.I.S.D. for funds to employ additional special staff (P.D. & E.D.).

I. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. Further, that efforts shall be continued to seek and use textbooks and supplementary reading materials which contain the contribution of minority groups to the history, scientific and social development of the United States. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board agrees to act on the recommendations made by its representatives and the Association. The Board agrees to keep the schools reasonably equipped and maintained.

J. The Board agrees to make available in each school typing, duplicating, stencil and mimeograph facilities to aid teachers in the preparation of instructional material.

K. The Board shall provide:

- (1) A desk for each teacher in the district. A lockable drawer space will be provided upon request.
- (2) Closet space for each teacher to store coats, overshoes and personal articles.
- (3) Chalkboard bulletin space in every classroom where needed.
- (4) Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
- (5) A dictionary in every classroom where requested.
- (6) Storage space in each classroom for instructional materials.
- (7) Attendance books, paper, pencils, pens, chalk, erasers and other such material required in daily teaching responsibility.

L. The Board shall make available in each school, lunchroom, rest room, and lavatory facilities for teacher use. A room, appropriately furnished, shall be reserved for use as a faculty lounge, in which smoking shall be permitted. Provision for such facilities will be made in all future buildings.

M. Telephone facilities shall be made available to teachers for their use.

N. Parking facilities shall be provided for teacher use and properly maintained insofar as time and equipment will allow.

ARTICLE VII - ACADEMIC FREEDOM

A. The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality.

B. Freedom of individual expression will be encouraged within the limits of the adopted curriculum and courses of study and the official Policies of the Board.

C. Within the purview of Paragraphs A and B above, the

parties agree that students can expect and will receive (1) a free and undistorted view of subject matter with varying points of view, (2) equal educational opportunity regardless of race, color, creed, sex or national origin, and (3) confidential and professional treatment in regard to disclosure of information regarding a student's school and/or personal performance.

ARTICLE VIII - TEACHING ASSIGNMENTS

A. Teachers shall not be assigned outside the scope of their certificates or major or minor fields except temporarily and for good cause. Said assignment shall be made only when no other practical option is available and with the teacher's approval. For the purpose of this paragraph, "temporary" shall be defined as not to extend beyond the current school year in which the assignment is made, except that said time may be extended by mutual agreement between the Administration and the affected teacher. This provision shall be effective following ratification and shall not affect those teachers whose schedule has already been set for the 1970-71 school year. This paragraph shall also apply to summer school teachers and teachers assigned to adult education credit courses.

B. Teachers shall be notified in writing of their forthcoming schedule and grade assignment no later than the first week of June. 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 reassigning probationary teachers.

C. Any assignments in addition to the normal teaching schedule during the regular school year, including 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. No teacher in the Summer School program shall be required to work a split shift or to teach less than two (2) hours per day. The pay for teachers of programs referred to above shall be as outlined in Appendix C - Extra Duty Salaries.

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

E. The Board and the Association, in recognition of the desirability of multi-ethnic representation on the teaching faculty, hereby declare a policy of actively seeking minority group personnel.

F. It is understood and agreed that the Board, in employing

new teachers, will comply with the requirements set forth in the State Certification Code.

ARTICLE IX - TRANSFERS AND VACANCIES

A. The parties agree that unrequested transfers of teachers shall be minimized and avoided whenever possible. Involuntary transfers will be made only after the Board has discussed the transfer with the affected teacher. The teacher shall be entitled to consult with the Association and the principal prior to final action being taken on such transfer. Notice of transfer will be given to the teacher concerned as soon as practicable. The parties agree that upon receipt of recommendations from the Citizens' Racial Balance Committee that would affect this Article, the Board and Association representatives will discuss such recommendations prior to any implementation thereof.

B. Teachers who desire a change in grade and/or subject assignment, or who desire to transfer to another building, shall file a written statement of such desire with the principal, personnel division, and Association on forms provided by the Board.

C. Teachers who have requested transfer or reassignment shall be notified by the Administration when action on said transfer or reassignment has been taken. Transfer requests not acted upon prior to June 1 will remain active and be considered until the opening of school.

D. In March, April, and May of each school year, the Board shall announce in the Superintendent's Bulletin a listing of all known teaching vacancies which will occur during the following school year.

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

F. No assignment of new teachers to a specific position in the school system shall be made until all pending requests for reassignment or transfer to that position have been acted on.

G. All openings for administrative or supervisory positions which provide opportunity for advancements for staff members shall be announced in the Superintendent's bulletin. Notices will include minimum qualifications, date of vacancy, required certification, information concerning securing and deadline for filing the application.

H. Applicants must meet all local and state qualifications for such position as defined in the announcement. Any qualified teacher may apply for the positions described in Paragraph G and all applicants will be given due consideration.

I. The applicant can secure the application form from the personnel office. If an application is on file it may be updated.

J. All openings for extra-compensation positions covered by this agreement shall be announced in the Superintendent's Bulletin. The notice shall show the job title, the compensation involved, procedure and deadline for filing application and any other relevant information. Applications for said positions may be filed by the teacher for said extra-compensation positions. All applicants shall be considered with respect to their training and experience.

K. The voluntary reassignment and/or transfer of a teacher will be made on the following bases: Qualifications, mutual agreement of teacher and Administration, contributions staff member could make to students, opportunity of professional growth of staff member. All other factors being equal, length of service of staff member will be considered.

L. All vacancies which are not being filled by staff members who have requested a transfer and/or who are currently under contract by the Kalamazoo Public Schools shall be announced in the Superintendent's Bulletin and during the summer a notice of such vacancies shall be sent to the Association for its use.

M. In those curricular areas in which the Board determines there shall be a Department Head, such Department Head shall be selected jointly by the principal and the departmental staff and shall be compensated in accordance with the Extra Duty Salary Schedule applicable thereto.

ARTICLE X - TEACHER EVALUATION

A. All teachers shall be openly observed with the full knowledge of the teacher by a qualified administrator for a minimum of thirty (30) consecutive minutes at least once a year. A personal interview between the teacher and the administrator will be held prior to the submission of any written evaluation to the Division of Personnel.

B. 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.

C. A "Teaching Coach" may 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.

D. No later than the first week of April of each probationary year the final annual written evaluation will be furnished to the Division of Personnel and the teacher. If the report contains information not previously discussed with the probationary teacher, the teacher shall have the right to add information to his personnel file. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons therefor in writing. Copies of the above mentioned records may be sent to the Association at the discretion of the teacher and it shall be the teacher's responsibility to send said copies to the Association if he chooses to do so.

E. After making an appointment for that purpose with the Personnel Department, teachers shall have the right, in the presence of a member of the Personnel Department, to review the contents of their own personnel files with the exception of that material which has been designated as confidential, such as college placement papers and employment recommendations. A representative of the Association may, at the teacher's request, accompany the teacher during this review.

ARTICLE XI - 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, foreign travel, and participation in community educational projects.

B. The Board agrees to provide, upon approval of the Superintendent, full or partial reimbursement of funds to 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 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 their principal at least five (5) days in advance of the anticipated absence. The reason for the request shall be stated on the G-55. The terms and conditions of the reimbursement will be stated on the G-55 and returned to the teacher prior to the attendance of the conference. When disapproved a copy shall likewise be returned to the teacher. At the end of the school year the Association shall be given a copy of each G-55 covering educational conferences and meetings submitted by teachers during the school year irrespective of the action taken thereon.

ARTICLE XII - PROFESSIONAL BEHAVIOR

A. Teachers are expected to comply with rules, regulations, and directions adopted by the Board or its representatives which

are not inconsistent with the provisions of this agreement, provided that teachers shall not be required to place themselves in positions which endanger their physical safety or well being or which are in violation of the Professional Code of Ethics.

C. 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 ethics by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. The Board, in recognition of the concept of progressive correction, shall notify the teacher in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction. Alleged breaches of professional behavior 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, may institute proceedings against the offending teacher.

D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage or denied continued employment without just cause. Any such discipline, reprimand, reduction in rank, compensation or advantage, or denial of continued employment, including adverse evaluation of a teacher's performance asserted by the Board or representative thereof shall be subject to the professional grievance procedure hereinafter set forth provided, however, that the arbitration step of the grievance procedure shall not be available for the adjudication of any complaint by a non-tenure teacher dealing with any matter covered by the Tenure Act. All information forming the basis for disciplinary action shall be made available to the teacher upon request.

ARTICLE XIII - PROTECTION OF TEACHERS

A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

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. Readmittance of the student to class will be arranged only after consultation between the administrator and the teacher. Every attempt will be made to involve the parent in this consultation.

C. Procedures and policies regarding suspension of students from school shall be made known to students, teachers and parents each year. School personnel will endeavor to achieve correction of students' misbehavior through counseling and interviews with the student and his parents when warranted. Where it is practical to do so, the transfer of students to another teacher or other measures will be exhausted prior to suspension. When a teacher has students who, after the above methods have been exhausted, constitute serious behavioral problems, relief shall be as agreed to by the principal and the affected teacher.

D. A teacher has the right to use such force as is necessary to protect himself from attack, or to prevent injury to another teacher or student. Any case of physical assault shall be reported to the principal. In any case of physical assault upon a teacher while performing his duties the Board and the Association will render all reasonable assistance, which may include legal counsel, to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

E. The Board will reimburse teachers for any loss of clothing or personal property, less depreciation, or repair such damaged personal property, not covered by insurance, when caused through physical assault while on duty.

F. A written statement by the Board governing use of corporal punishment of students shall be publicized to all teachers no later than the first week of each school year.

G. In any case of a criminal complaint or civil 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, and the Board will, upon request, provide legal counsel.

H. Teachers shall continue to receive all benefits during time lost in connection with any incident mentioned in this Article, provided said teacher is innocent of the charges levied against him.

ARTICLE XIV - 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.

A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this agreement may be processed as a grievance as hereinafter provided.

B. In the event that a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal within five (5) working days of the cause of said alleged grievance either personally or accompanied by his Association representative. The principal shall answer the alleged grievance in writing within five (5) working days.

C. If, as a result of the informal discussion with the building principal, a grievance still exists, he may invoke the formal grievance procedure within five (5) working days of the principal's response through the Association on the form attached as an Appendix to this contract, signed by the grievant and a representative of the Association, which form shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the principal. 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, shall state why the principal's answer was not satisfactory and shall be signed by the teacher involved. If the grievance involves more than one school building, it may be filed with the deputy superintendent, with copies sent to each of the principals involved.

D. Within five (5) working days of receipt of the grievance, the principal shall meet with the grievant and his Association representative in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within five (5) working days of such meeting, and shall furnish a copy thereof to the grievant and his Association representative.

E. If the grievant is not satisfied with the principal's disposition of the grievance, the grievance shall be transmitted to the deputy superintendent five (5) working days following the principal's response or from the time he should have responded as specified in the preceding paragraph. Within five (5) working days the deputy superintendent shall meet with the grievant and his Association representative on the grievance and shall indicate his disposition of the grievance in writing within five (5) working days of such meeting and shall furnish a copy thereof to the grievant and the Association.

F. If the grievant is not satisfied with the disposition of the grievance by the deputy superintendent, or if no disposition has been made within five (5) working days of such meeting the grievance shall be filed with the chairman of the Board's grievance committee within five (5) working days following the Deputy Superintendent's disposition. The Board's committee shall meet with the grievant and his Association representative on the grievance within two (2) weeks. Disposition of the grievance in writing by the Board shall be made no later than five (5) working days thereafter. A copy of such disposition shall be furnished to the grievant and to the Association.

G. If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Paragraph F 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 Paragraph F above.

H. A grievance may be withdrawn at any level prior to Paragraph G without prejudice or record. Any grievance not advanced to the next step by the Association within the time limits 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.

I. Powers of the Arbitrator. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this agreement nor shall he have any power to rule on the termination of services of or failure to re-employ any probationary teacher, the placing of a non-tenure teacher on a third year of probation, the termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule or 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 Teachers' Tenure Act (Act IV Public Acts, extra session, of 1937 of Michigan, as amended).

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

K. The fees and expenses of the arbitrator shall be shared equally by the parties.

L. If a probationary teacher filed a grievance and is found to have been unjustly discharged because of said grievance, he shall be reinstated with full reimbursement of all professional compensation lost.

M. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed near the end of any school year and strict adherence to the time limits may result in hardship to either party, the Board and the Association shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

N. Any grievance in process at the expiration date of this agreement will continue in process until resolution.

ARTICLE XV - PROHIBITED ACTIVITY

A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties have established a grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruption during the period of this agreement. The Association accordingly agrees that it will not, during the period of this agreement, directly or indirectly, engage in or assist in any strike as defined by Section 1 of the Public Employment Relations Act.

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

ARTICLE XVI - 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 provided said teacher notifies the Personnel Department in writing of his intent to return to employment at least ninety (90) days prior to the termination of his leave of absence. This reemployment privilege shall extend for not more than two (2) years following the date of termination of the leave of absence, except if such leave of absence was to enable the teacher to join the Peace Corps, Vista, enter the military service, serve as an exchange teacher or in a political office or Association office in which case the reemployment privilege shall extend for not more than two (2) years after the date of conclusion of such term of service. 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. Military leave will be granted to any teacher who is inducted or enlists in any branch of the Armed Forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence up to a maximum of four (4) years. The teacher shall have up to ninety (90) days after release from active duty to notify the Board of his intention to return to the system.

If National Guard or Reserve encampment or a period of active service due to emergency situation should occur during the school year, the teacher required to participate shall be granted a temporary leave of absence for that purpose.

Teachers taking a Draft Board examination shall be granted absence with pay deducted from accumulated sick leave for such purpose.

E. A teacher shall not accept gainful employment except in connection with a graduate study grant, Peace Corps, Vista, military service, exchange teacher, Association or political office while on leave of absence without express consent of the Board. Violation of this prohibition shall be grounds for immediate dismissal.

F. A teacher who becomes pregnant shall notify her principal in writing as soon as pregnancy has been determined and must submit a doctor's written statement of date of expected delivery. Pregnant teachers shall be granted and must take a maternity leave beginning with the start of the seventh month of pregnancy provided, however, that a teacher may continue her employment on a day by day basis beyond the commencement of the seventh month of pregnancy if she so desires and it is deemed necessary by the Administration. In the event such pregnancy adversely affects the work and/or the attendance of the teacher prior to the start of the seventh month, the teacher shall be required to take the maternity leave at such earlier date. A maternity leave of absence shall extend for not less than six (6) weeks nor more than one (1) year following termination of pregnancy unless such leave is extended by the Board at the teacher's request. A teacher returning from maternity leave must present a doctor's statement attesting to her fitness to return before being permitted to do so.

A teacher on maternity leave shall draw no pay during such leave. A teacher returning from maternity leave shall remain on

the same increment step as she was at the time of her departure unless she taught more than one hundred (100) days during the school year when the leave commenced, in which case the teacher shall return at the next higher increment step.

Teachers in the process of adoption proceedings may request a leave of absence under Paragraphs A, B & C of this Article. The Board shall determine the advisability and the terms and conditions of such leave, and any such leave granted shall be without pay.

G. A teacher called for jury duty or to give testimony before any judicial or governmental tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.

H. All requests for leave extensions will be applied for sixty (60) days prior to the termination date and acknowledged in writing.

I. All current benefits to which a teacher was entitled at the time his leave of absence commenced, including unused sick leave, will be restored to him upon his return.

J. Personal business leave for teachers shall be provided at the rate of one (1) day per year, except that it will not be granted on a day preceding or following a holiday or vacation. Any unused portion of the personal business leave shall accumulate to a maximum of two (2) days.

Personal business leave shall be governed by the following regulations:

- (1) Personal business leave time shall be subtracted from sick leave accrual. Teachers not having sick leave credit shall not be granted said leave.
- (2) The personal leave shall be used for the purpose of conducting business which is impossible to transact on the weekend or after school hours. Reasons such as family obligations, legal commitments, religious observances, 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 use the personal business leave shall submit a G-55 to the principal at least five (5) days in advance of said absence except in cases of emergency. The reason for said leave shall be stated as in (2) above on the G-55 without going into detail.

- (4) If the leave is considered an emergency, the G-55 may be submitted at the earliest possible time.
- (5) Personal business leave shall not be used by teachers for the purpose of seeking employment elsewhere.
- (6) Personal business leave shall not be used by teachers 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 principal to get his response.

ARTICLE XVII - SICK LEAVE

A. Each regular full-time teacher 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. When a teacher's services terminate, a deduction will be made at such time for all sick leave used in excess of the earned amount.

B. When a teacher requests a leave of absence due to illness or physical disability the teacher has the privilege of electing to use the benefits accrued under this 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 Workmen's 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 Workmen's 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 XVIII - FUNERAL POLICY

A. A total of three (3) days of absence will be allowed for each death in the immediate family to enable the teacher to make arrangements for and attend the funeral. 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, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren. When two (2) 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 purpose of attending 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 (1) day of absence per year will be allowed to attend 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 - PROFESSIONAL COMPENSATION

A. The basic salaries of teachers covered by this agreement are set forth in Appendix B, the salary schedule for Public Library Staff is set forth in Appendix B-1, the salary schedule for Nurses is set forth in Appendix B-2, and the Extra Duty Salaries are set forth in Appendix C all of which are appended hereto and by this reference made a part hereof. The aforementioned schedules 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.
- (2) Credit given for prior certificated teaching experience in accordance with Paragraph C and C-1 shall not be granted for teaching experience which occurred more than ten (10) years before the beginning of the calendar school year in which the teacher seeks employment.

D. Teachers who have completed advanced degrees prior to the beginning of the fall term shall be placed on the appropriate salary scale and step upon submission, prior to September 1, of evidence thereto from the granting institution. Teachers receiving an advanced degree at the close of the fall terms will be placed on the appropriate salary scale and step for the balance of the contract year upon submission, prior to the beginning of the Spring semester, of evidence thereto from the granting institution. Evidence of degree attainment shall be submitted to the Division of Personnel.

E. All teachers are encouraged to continue professional growth as outlined in the following requirements for receiving professional salary increases, except that the general regulation affecting eligibility to receive each annual increment shall have no force or effect during the term of this agreement.

- (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. For each full-time teacher, the Board shall pay up to \$300 per year per teacher to be applied to the M.E.S.S.A. medical

plans with options. This insurance coverage shall start as of October 1 and remain in effect through the following September 30 for those teachers who have completed their contractual obligations. For those teachers who are not full-time or who do not teach a full school year, the Board shall pay the appropriate sum on a pro rata basis.

H. 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, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.

I. 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.

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

K. The parties agree that vocational teachers possessing a Bachelor's Degree and Vocational Certificate shall qualify on the salary schedule at the Master's Degree scale. Vocational teachers possessing a Master's Degree and a Vocational Certificate shall qualify on the salary schedule at the Master's Degree + 30 scale. All vocational teachers and vocational teacher coordinators must have the minimum occupational experience, training and education acceptable to the Michigan State Plan for Vocational Education.

L. In recognition of long years of service to the District, the Board agrees to pay terminal leave to teachers who retire hereafter after having completed fifteen (15) years of service. Upon retirement from service, the teacher shall receive a sum equal to one-half (1/2) of one (1) percent of the then current B.A. base salary multiplied by the teacher's number of years of service in the Kalamazoo system. (If this provision is found to be illegal under the school code or State law, the Board shall not be bound by this provision.)

M. Each teacher who earns additional hours of credit, beyond the B.A. scale, after June 18, 1971, at a NCATE accredited college or university, shall be reimbursed the sum of \$20.00 per credit hour for each additional hour earned. The total sum to be paid for extra credit hours shall not exceed Five Hundred (\$500) Dollars. Credit hours earned must be part of a program designed to achieve a higher degree, or must be taken in a field of study directly related to the teacher's teaching assignment, or must be approved by the Superintendent. An official transcript of semester hour credits earned from the granting institution shall be submitted to the Division of Personnel prior to the the commencement of the Fall or Spring term in order for the teacher to receive reimbursement during said term.

ARTICLE XX - 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. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board. All teachers covered under this agreement who participate, independent of the Board, in the production of tapes, publications or other produced educational material shall retain residual rights should they be copywritten or sold.

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 30 days after the agreement is signed and presented to all teachers now employed, hereafter employed, or when an individual contract is offered. Three hundred copies of the Master Agreement shall be furnished to the Association for its use.

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, a teacher's absence is caused entirely by dangerous road conditions, foul weather, or other acts of God, a pay deduction shall not be made. When, due to the above conditions, schools are closed by the Superintendent, teachers need not report for work and they need not contact the person to whom they are responsible. When regular school buses do not run the Superintendent should consider this as a factor in determining whether or not school should be closed.

G. Teachers who are required by the Board to drive their personal cars for service to the Board shall receive an allowance of ten (10) cents per mile subject to the following provisions:

- (1) No teacher shall be required to use his own car for field trips or for otherwise transporting students.
- (2) The use of personal cars for school business must have prior approval of the Administration in writing.
- (3) Teachers who expect to receive a car allowance for mileage must keep an accurate log of miles driven and other pertinent data on a form obtained from the Personnel Division.
- (4) Mileage shall not be paid from home to school and/or return nor for personal business.
- (5) This provision shall not be construed to provide for the payment of mileage to teachers who work in only two (2) buildings in any one (1) day, such as an art teacher who reports to one (1) building in the morning and to another building in the afternoon.

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

I. The Board agrees it will not officially establish or implement any condition of employment affecting the terms of this agreement without prior consultation with the Association. Nothing in this agreement will be construed to limit the Board or its representatives from establishing and implementing such reasonable rules and regulations not in conflict with this agreement as may be deemed best for the purpose of maintaining order, safety and efficient operation. Any complaint relative to the reasonableness of any rule or regulation established and implemented may be processed through the grievance procedure contained in this agreement.

J. When teachers of elementary art, music, or physical education are absent the principal shall contact the Telephone Answering Service to secure a competent substitute.

K. The Board and the Association agree that a need for continuing emphasis on in-service training for all professional staff exists within the Kalamazoo Public Schools. Such in-service training shall be predicated toward the attainment of high, optimum individual self-realization; and the promotion of an alert and progressive educational spirit in the Kalamazoo Public Schools. So as to attain these objectives, an In-Service Training Committee is hereby established. This committee shall consist of three (3) members appointed by the Association and three (3) members appointed by the Board.

L. The committee shall organize itself and assume responsibility for the planning and conducting of district-wide in-service education of all professional teaching personnel.

M. The committee shall address itself to conducting programs in the following areas of major concern:

- (1) Understanding and dealing with human and inter-group relations problems that arise within the system.
- (2) Understanding and utilizing achievement and intelligence test information as it relates to educational practice and specifically cultural bias.
- (3) Reviewing and understanding current research and its implications for school practices.

N. The committee shall have the authority to appoint ad hoc committees as deemed necessary.

O. Supervising Teachers shall work directly with the University program co-ordinator and principal to assist in developing extensive opportunities for the student teachers to observe and practice the arts and skills of the profession.

P. The Board agrees to make available to student teachers the most recent accrediting manual, a copy for viewing in the personnel office, with a copy of the texts, guides, building policies and a copy of this agreement to assist them during this assignment.

Q. The Supervising Teacher shall file a written report and evaluation with the University co-ordinator and the Administration with a copy to the student teacher each four (4) weeks.

R. There is hereby established a Joint Instructional Program Council consisting of four (4) representatives appointed by the Board, four (4) representatives appointed by the Association, four (4) representatives appointed by the Parent-Teacher Council, two (2) representatives from each Senior High School appointed by the Student Councils of the respective schools, and two (2) representatives from the Junior High Schools of the system, said representatives to be selected by the remaining members of the Committee.

S. The Council shall meet following the school day on the second Tuesday each month of the school calendar. The chairman of the Council shall be elected by members at the first meeting and shall have the responsibility of calling the Council into session.

T. The Council shall advise the Superintendent, the Board, and the Association on matters relating to curriculum development and priorities, pupil testing and evaluation, research and experimentation, teaching techniques, textbooks, and other matters relating to the instructional program of the schools. The Council may establish such sub-committees as are deemed necessary to the functions identified above. A copy of all reports issued by existing curriculum committees shall be sent to the Joint

Instructional Program Council at least fourteen (14) days prior to any Board action thereon.

U. The Board agrees to maintain a list of qualified substitute teachers. Teachers shall be informed of a telephone number they may call before 7:00 a.m. to report unavailability for work. The reason for such unavailability shall be stated at that time. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to contact the telephone answering service to endeavor to obtain a substitute teacher from such list who is qualified to fill such vacancy.

V. Teachers who supervise student teachers shall be tenure teachers who voluntarily accept such assignments. This provision shall not apply to placements for the fall of 1970, but shall apply to all future student teacher assignments made following the ratification of this agreement.

W. The Board, upon request, will make known the amount of money received from universities and colleges placing student teachers in the Kalamazoo Public Schools. An advisory committee composed of representatives of the Board, representatives of the Association and supervising teachers shall make recommendations as to the appropriate expenditures of such funds.

ARTICLE XXI - REDUCTION OF PERSONNEL

A. No teacher shall be laid off because of a necessary reduction in staff for the 1970-71 school year, after the date hereof, unless there is a substantial decrease in enrollment or in revenue.

B. In the event of a necessary layoff for the reasons stated in Paragraph A above, four (4) representatives appointed by the Association and four (4) representatives appointed by the Board will develop a lay-off procedure which will be implemented by the Personnel Division. This lay-off procedure will include such matters as the criteria for deciding who will be laid off first and in what order and the reassignment rights of such persons.

C. The Board's decision regarding any necessary reductions in personnel because of decrease in student enrollment and/or revenue for the school year 1971-72 shall be communicated to the affected teachers within ten (10) days following the latter of the following dates: (1) The date upon which the Board is advised as to the amount of State Aid available to the district for the school year 1971-72 and (2) the first date upon which action is taken by the voters regarding the requested operating millage for the district during the 1971-72 school year.

ARTICLE XXII - CONTRACT REVIEW

A. Representatives of the Board and the Association's bargaining committees will meet upon request at a mutually agreeable

time 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.

The requesting party will submit to the other, a week prior to the meeting, an agenda covering what they wish to discuss, except when otherwise agreed.

Should such a meeting result in an acceptable amendment of the agreement then the amendment shall be subject to ratification by the Board and the Association provided that the bargaining committees shall be empowered to effect temporary accommodations to resolve special problems.

B. The Association shall designate a teacher in each school building as Association Representative (A.R.). The principal and Association Representative shall meet, upon request at a mutually agreeable time, for the purpose of reviewing the administration of the contract and to resolve problems which may arise. These meetings are not intended to bypass the grievance procedure.

C. The parties shall initiate on or before April 1, negotiations for the purpose of entering into a successor agreement for the forthcoming year.

ARTICLE XXIII - DURATION OF AGREEMENT

THIS AGREEMENT supersedes all previous agreements between the parties and shall become effective as of the 22nd day of September, 1970, and shall remain in effect until the 15th day of August, 1971, 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

Gerald Thomas 9/28/70
(President) Date

Robert C. Trulove 9/28/70
(President) Date

Thomas Bruce 9/28/70
(Secretary) Date

Rosemary Haswell 9/28/70
(Secretary) Date

Philip Martinez 9/28/70
(Chairman, Board of
Education Negotiating
Committee) Date

Gerald Holmell 9/28/70
(Chairman, Profes-
sional Negotiating
Committee) Date

APPENDIX A

SCHOOL CALENDAR
1970 - 1971

August 28	New Teacher Orientation
August 29 - September 21	No School
September 22	Teacher Planning
September 23	Students (a.m.) - Planning (p.m.)
October 9	Students (a.m.) - Regional Conference (p.m.)
November 26 and 27	Thanksgiving Recess
December 23	Begin Winter Recess
January 4	School Re-opens
January 13	Students (a.m.) - In-Service (p.m.)
February 12	Students (a.m.) - Mark cards (p.m.)
March 10	Students (a.m.) - In-Service (p.m.)
April 9	Good Friday - Start Spring Recess
April 19	School Re-opens
May 31	Memorial Day
June 24	Students (a.m.) - Mark cards (p.m.)
June 25	Close School (last day for teachers no students)

This calendar is predicated on what would otherwise have been a 190 teacher contract day year. The calendar prescribes 180 school days, 182 teacher work days and 184 teacher paid days. The contractual salary for each teacher will be 184/190ths of that teacher's salary for his appropriate step on the salary schedule.

	<u>Student Days</u>	<u>Teacher Work Days</u>	<u>Teacher Paid Days</u>	
September	6	7	7	
October	22	22	22	
November	19	19	20	
December	16	16	16	
January	20	20	20	
February	20	20	20	
March	23	23	23	
April	16	16	16	
May	20	20	21	
June	18	19	19	
TOTAL	<u>180</u>	<u>182</u>	<u>184</u>	Calendar
				Days
				<u>190</u>

APPENDIX B

SALARY SCHEDULE FOR TEACHERS

<u>Step</u>	<u>Bachelor's</u>		<u>Master's</u>		<u>Master's + 30 Hrs.</u>		<u>Doctorate</u>	
	<u>Index</u>	<u>Salary</u>	<u>Index</u>	<u>Salary</u>	<u>Index</u>	<u>Salary</u>	<u>Index</u>	<u>Salary</u>
1	100	7,600	108	8,208	116	8,816	124	9,424
2	105	7,980	113	8,588	121	9,196	129	9,804
3	110	8,360	118	8,968	126	9,576	134	10,184
4	115	8,740	123	9,348	131	9,956	139	10,564
5	123	9,348	131	9,956	139	10,564	147	11,172
6	128	9,728	136	10,336	144	10,944	152	11,552
7	133	10,108	141	10,716	149	11,324	157	11,932
8	138	10,488	146	11,096	154	11,704	162	12,312
9	146	11,096	154	11,704	162	12,312	170	12,920
10	151	11,476	159	12,084	167	12,692	175	13,300
11	156	11,856	164	12,464	172	13,072	180	13,680
12	164	12,464	172	13,072	180	13,680	188	14,288
13	---	-----	177	13,452	185	14,060	193	14,668
14	---	-----	185	14,060	193	14,668	201	15,276

APPENDIX B-1

SALARY SCHEDULE FOR PUBLIC LIBRARY EMPLOYEES (12 MONTH)

<u>Step</u>	<u>Bachelor's Index</u>	<u>Salary</u>	<u>Master's Index</u>	<u>Salary</u>	<u>Master's + 30 Hrs. Index</u>	<u>Salary</u>	<u>Doctorate Index</u>	<u>Salary</u>	<u>Step</u>
1	100	8,664	108	9,357	116	10,050	124	10,743	1
2	105	9,097	113	9,790	121	10,483	129	11,177	2
3	110	9,530	118	10,224	126	10,917	134	11,610	3
4	115	9,964	123	10,657	131	11,350	139	12,043	4
5	123	10,657	131	11,350	139	12,043	147	12,736	5
6	128	11,079	136	11,783	144	12,476	152	13,169	6
7	133	11,523	141	12,216	149	12,909	157	13,603	7
8	138	11,956	146	12,649	154	13,343	162	14,036	8
9	146	12,649	154	13,343	162	14,036	170	14,729	9
10	151	13,083	159	13,776	167	14,469	175	15,162	10
11	156	13,516	164	14,209	172	14,902	180	15,595	11
12	164	14,209	172	14,902	180	15,595	188	16,288	12
13	---	-----	177	15,335	185	16,028	193	16,722	13
14	---	-----	185	16,028	193	16,722	201	17,415	14

APPENDIX B-2

NURSES AND DENTAL HYGIENISTS SALARY SCHEDULE

<u>Step</u>	<u>Non-Degree</u> <u>82% of Teacher's Base</u>	<u>Degree</u> <u>90% of Teacher's Base</u>
1	\$ 6,232	\$ 6,840
2	6,544	7,182
3	6,855	7,524
4	7,167	7,866
5	7,665	8,413
6	7,977	8,755
7	8,289	9,097
8	8,600	9,439
9	9,099	9,986
10	9,410	10,328
11	9,722	10,670
12	10,220	11,218

APPENDIX C

EXTRA DUTY SALARIES

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

SENIOR HIGH SCHOOL

B.A. BASE

Athletic Director	20%
Football Head Coach	18%
Basketball Head Coach	18%
Swimming Head Coach	13%
Wrestling Head Coach	13%
Baseball Head Coach	10%
Football Reserve Coach	10%
Track Head Coach	10%
Basketball Reserve Coach	11%
Cross Country Coach	9%
Tennis Coach	9%
Golf Coach	9%

JUNIOR HIGH SCHOOL

Athletic Director	20%
Football Head Coach	7%
Football Assistant Coach	6%
Basketball Coach	7%
Track Coach	5%
Tennis Coach	5%

OTHER ASSIGNMENTS

Department Heads	7%
Co-op Heads	3%
Sophomore Class Sponsor	2%
Junior Class Sponsor	3%
Senior Class Sponsor	3%
Debate & Forensics Coach	9%
Assistant Debate & Forensics Coach	4%
E.B.Y. - Liaison Teacher	3%
Dramatics Coach	8%

ASSISTANTS

Football Coach	10%
Baseball Coach	8%
Swimming Coach	9%
Track Coach	8%

Wrestling Coach	9%
Women's Basketball Coach	6%
Faculty Game Manager	10%
Cheerleader Director - Football	4%
Basketball	7%

JUNIOR HIGH SCHOOL

Wrestling Coach	5%
Cheerleader Director - Football	3%
Basketball	4%
Girls Basketball Coach	4%
Girls Track & Field Coach	3%
Girls Tennis Coach	3%

OTHER ASSIGNMENTS

Hourly

Summer School Classroom Teacher	\$6.75
Adult Education Teacher	6.75
Driver Education Teacher	6.75
Music Teachers	6.75
Intramurals	6.00

- B. 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.
- C. No coach shall be assigned to more than two (2) coaching positions except in emergency situations.
- D. 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 activity being coached, provided however that this shall not apply to elementary intramurals. "Coaching base" is the dollar amount arrived at by multiplying the base salary for the B.A. degree by the appropriate percentage specified above.
- E. The Senior High Athletic Director shall be assigned five (5) class periods, one (1) planning period.
- F. Intramural assignments and activities shall be made by the Physical Education Supervisor. No time will be authorized without his approval.
- G. Junior High Bookstore Managers shall have no homeroom assignments.

Kalamazoo Public Schools
Kalamazoo City Education Association
GRIEVANCE REPORT

Appendix D

Grievance No. Date filed Distribution of Form:
Name of Grievant white - Deputy Supt., green - Principal
Building Assignment blue - Association, yellow - Teacher

STEP I SUBMIT TO PRINCIPAL IN QUADRUPLICATE

- A. Date Cause of Grievance Occurred
- B. Statement of Grievance
- C. Specific Section(s) of Contract Alleged to Have Been Violated
- D. Relief Sought
- E. Disposition by Principal
Signature of Grievant(s) Date
- F. Position of Grievant(s)
Signature of Principal Date
- G. Position of Association

STEP II

- A. Date received by Deputy Superintendent
- B. Disposition of Deputy Superintendent or Designee
- C. Position of Grievant(s)
Signature of Administrator Date
- D. Position of Association
Signature Date

STEP III

- A. Date Received by Chairman, Board Personnel Committee
- B. Disposition by the Board Personnel Committee
- C. Position of Grievant(s)
Signature of Chairman Date
- D. Position of Association
Signature Date

STEP IV

- A. Date Submitted to Arbitration
- B. Party Submitting Dispute to Arbitration
- C. Disposition and Award of Arbitrator
- Signature of Arbitrator Date of Decision

NOTE: All provisions of Article **XIV** of the current Agreement between the Board and K.C.E.A. WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.

If additional space is needed in reporting any Section of this Grievance Form, attach an additional sheet.