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ARTICLES OF AGREEMENT

Between

THE SCHOOL DISTRICT OF THE CITY OF KALAMAZOO

And

THE KALAMAZOO CITY EDUCATION ASSOCIATION

for

1973-1974

Kalamazoo, City of

TABLE OF CONTENTS

| | <u>Page</u> |
|--|-------------|
| Agreement | 1 |
| Article I--Recognition | 1 |
| Article II--Association and Teacher Rights | 2 |
| Article III--Board of Education Rights | 4 |
| Article IV--Association Dues or Fees | 4 |
| Article V--Teaching Hours | 5 |
| Article VI--Teaching Conditions | 7 |
| Article VII--Academic Freedom | 9 |
| Article VIII--Teaching Assignments | 9 |
| Article IX--Transfers and Vacancies | 11 |
| Article X--Teacher Evaluation | 13 |
| Article XI--Professional Improvement | 13 |
| Article XII--Professional Behavior | 14 |
| Article XIII--Protection of Teachers | 15 |
| Article XIV--Grievance Procedure and Binding Arbitration | 16 |
| Article XV--Prohibited Activity | 18 |
| Article XVI--Leaves of Absence | 19 |
| Article XVII--Sick Leave-Maternity Leave-Disability | 22 |
| Article XVIII--Funeral Policy | 23 |
| Article XIX--Professional Compensation | 23 |
| Article XX--Miscellaneous Provisions | 26 |
| Article XXI--Maintenance of Standards | 30 |
| Article XXII--Reduction of Personnel and Lay Off Procedure | 30 |
| Article XXIII--Public Library Provisions | 31 |
| Article XXIV--Contract Review | 32 |
| Article XXV--Duration of Agreement | 34 |
| | |
| Appendix A--School Calendar | 35 |
| Appendix B--Salary Schedule for Teachers | 36 |
| Appendix B-1--Salary Schedule for Librarians | 37 |
| Appendix B-2--Salary Schedule for Nurses and Dental Hygienists | 38 |
| Appendix C--Extra Duty Salaries | 39 |

AGREEMENT

between

THE SCHOOL DISTRICT OF THE CITY OF KALAMAZOO

and

THE KALAMAZOO CITY EDUCATION ASSOCIATION

THE AGREEMENT entered into as of the _____
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 Education Association, hereinafter called the *NEA*.
The Board and the Association shall be the sole parties to this agreement.

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that provid-
ing a quality education for the children of the Kalamazoo Public Schools
is their mutual aim and that the character of such education depends pre-
dominately 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 Employ-
ment 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 as defined in Act 379, Public Acts of 1965, for
all certificated instructional personnel under contract and in the grades
K-12 and including Adult Education employed by the Board including: Class-
room teachers, guidance counselors, librarians, school social workers, speech
and hearing specialists, summer school teachers, drivers' education teachers,
teachers of homebound and/or hospitalized, department chairman, co-op heads,
media specialists, and school nurses, but excluding: superintendent, assis-
tant superintendents, directors, managers, heads of divisions, administra-
tive assistants, assistant directors, assistant managers, all principals,

assistant principals, deans, all coordinators and assistants, supervisors and assistants, chairman of attendance, consultants with supervisory authority, supervisor of computer center, community school leaders, purchasing agent and assistant, accountant and assistant, research assistant, transportation supervisor, auditor, 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, except in those sections of the contract where the specific title of employee is applied to substitute for the term *teacher*, such as *school nurse*, *public librarian*, etc., 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

Section 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 the 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.

Section 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 arrangement with the principal or his representative to conduct said business.

Section 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, treasure'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, nor will such requests by the Association have greater priority than Board requests.

Section 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.

Section 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.

Section 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, or marital status.

Section 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.

Section 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 second Monday such period shall be reserved for the Association representative to conduct Association business.

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

Section J: 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 service and teacher mail boxes for Association communications to teachers.

Section K: 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 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

Section 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 (1/20th) of such dues from the biweekly 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 (1/20th) of such dues for each succeeding two weeks during the school year ending in the month of June.

Section 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 as provided in Section 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.

Section 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.

Section 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 Sections A, B, and B-1 of this Article.

ARTICLE V--TEACHING HOURS

Section 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, except that in the secondary schools if the class periods are 53 minutes, the teachers shall remain twenty-seven (27) minutes after the dismissal bell. Exceptions may be authorized by the principal in case of emergencies.

Elementary teachers are expected to remain in their assigned duty stations for at least five (5) minutes after commencement of the noon recess and are expected to return to their respective duty stations 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. However, teachers are expected to remain after the close of the pupil's school day to accommodate parent-principal, student-principal consultation when requested.

Teachers who are assigned a six period day different than the conventional schedules, i.e. zero or seventh hours, will report fifteen (15) minutes prior their first scheduled class and remain fifteen (15) minutes after their last scheduled class is dismissed except that in secondary schools if the class periods are 53 minutes, the teachers shall remain twenty-seven (27) minutes after the dismissal bell.

Section 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 shall attend the PTA open house(s) in their building. 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 KCEA meetings called by the Association. Teachers shall attend after-school functions which they sponsor.

Section C: Duty-free lunch periods for all full-time teachers in the junior and senior high school will be provided. Such period shall equal one (1) module, or one-half (1/2) class period at the junior high level and no less than twenty-five (25) minutes at the senior high. Full-time elementary teachers will receive thirty (30) minutes duty-free lunch period, except in special education programs or in regular elementary schools where adjustments may be made with the understanding that equivalent compensatory time will be provided for teachers in such programs and/or in those schools in which shortened lunch periods are scheduled and in which the school day is shortened by an equivalent length of time.

Section D: The normal weekly teaching load in the junior and senior high schools for all full-time teachers will be twenty-five (25) teaching periods and five (5) assigned preparation periods. Assigned supervisory periods shall be considered teaching periods.

Section E: It is the intent of the Board, and also the intent of this agreement, to provide a minimum of thirty minutes per day planning time to every elementary teacher. Such time is to be in addition to the fifteen minutes before and after regular student time.

It is recognized, however, that the constraints of financial resources, and, or, extenuating circumstances, may prevent implementation of this planning time for every teacher. In any event, however, every elementary teacher shall have a minimum of 150 minutes planning time each week, averaged over a two week period.

To ensure the most effective implementation of this article, the Superintendent's Office will review and monitor each building's teaching schedule, for the purpose of working toward the goal of providing thirty minutes planning time per day.

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.

Section F: When assembly programs, fire drills, and emergencies conflict with a teacher's planning time, this provision shall not apply.

ARTICLE VI--TEACHING CONDITIONS

Section A: The Board realizes its legal obligation to educate all school age children living within the school district's boundaries and may not turn any student away. Therefore, it is the intent of the Board to work toward implementing the below recommended class sizes throughout comparable grade levels in accordance with the table below.

Section B: Recognizing the importance of lower pupil-teacher ratio in early elementary grades, a range of 18 to 23 pupils has been established for grades K-3. Should the upper limit of this range be exceeded by six (6) pupils averaged over all regular classrooms in a particular school, one of the following adjustments will be made:

1. An additional teacher will be assigned to that school whenever there is a minimum of 18 students and space permitting the formation of another class.

--or--

2. If space is not available, an instructional aide will be assigned to assist those teachers in those classrooms affected by the excess.

Section C: Recommended class sizes are:

| <u>Level and Grade or Subject</u> | <u>Recommended Class Size</u> |
|---|-------------------------------|
| Elementary 4-6 | 27 |
| 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 |

Section D: When students with special problems 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 authority. If relief is not provided within a reasonable period of time, the teacher, principal, assistant 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.

Section E: 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 assistant superintendent and an Association representative.

Section F: 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. Following receipt of recommendations from the Special Services Study, the Board and the Association agree to meet regarding the report, and to recommend procedures for implementing the recommendations of the Study report.

Section G: The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audiovisual 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.

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

Section I: The Board shall provide:

1. A desk for each teacher in the district. A lockable drawer space will be provided upon request.
2. Appropriate 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.

Section J: The Board shall make available in each school, lunchroom, rest room, and lavatory facilities for teacher use. A lounge or study area, appropriately furnished, shall be reserved for use by faculty, in which smoking shall be permitted. Provision for lounge and study areas will be made in all future buildings. Such facilities shall not be available to students.

Section K: Telephone facilities shall be made available to teachers for their use. Telephones provided by the Board are designed for school use and such calls shall take precedence over personal calls. At no time may telephones be used by teachers making long distance calls without the express permission of the building principal.

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

ARTICLE VII--ACADEMIC FREEDOM

Section 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.

Section 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.

Section 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

Section 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 exceed six (6) months beyond the date in which the assignment is made, except that said time may be extended by

mutual agreement between the Administration and the affected teacher. This paragraph shall also apply to summer school teachers and teachers assigned to adult education credit courses.

Section B: Teachers shall be notified in writing of their forthcoming schedule, school and grade assignment no later than the first week in June. Teachers who may later be affected by a change in grade, subject or school assignment due to unforeseen circumstances will be notified and consulted by the Board as soon as practicable. Every effort will be made to avoid reassigning probationary teachers.

Section C: Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, 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 teachers. 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.

Section D: Teachers should request instructional assistance when needed in order to improve their teaching performance.

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

Section F: The Board and the Association, in recognition of the desirability of multiethnic representation on the teaching faculty, hereby declare a policy of actively seeking minority group personnel.

Section G: It is understood and agreed that the Board, in employing teachers, will comply with the requirements set forth in the State Certification Code.

Section H: Prior to completing a schedule and at the teachers request, a personal consultation will be held with said teacher by the appropriate administrator or department head. Teachers having the best qualifications, as determined by the Board, to teach particular subjects within their area of specialization shall be given preference for these courses over other teachers in that discipline.

Section I: No teacher in the secondary school shall be assigned lunch-room duty, hall duty, bus duty, study hall supervision in lieu of a class assignment as part of his regular school day except when in the judgment of the principal, it is absolutely necessary.

Section J: If the Board of Education requires any member covered by this agreement to begin employment prior to the regular teacher's contract year or extend beyond the regular teacher's contract year, such additional time will be prorated on the annual contract salary as set forth in Appendix B.

Section K: Appropriate supportive pupil personnel services will be made available to counselors when requested.

Section L: If the positions of academic and instructional specialist are continued by the Board, the parties agree that teachers' accepting such defined positions will remain as full members of the association. Further, the staffing of the teaching specialist will be reviewed by the Board and Association in May following an Association advisory poll of the affected staff members working with the specialist.

ARTICLE IX--TRANSFERS AND VACANCIES

Section 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 teachers, and only for reasonable and just cause. An analysis of educational needs and teacher certification will be the primary criteria for making involuntary transfers. All factors related to these criteria being equal, seniority will be the factor for considering involuntary transfers. The parties also agree that there may from time to time be an instance when in the best interests of education or of an individual teacher that involuntary transfers are made. In such instance, the Board shall after consulting with the Association, determine appropriate action. 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.

Section 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.

Section 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.

Section D: The Board shall announce in the Superintendent's Bulletin a listing of all known teaching vacancies which will occur during the following school year.

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

- Section 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.
- Section 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.
- Section 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.
- Section I: The applicant can secure the application form from the Personnel Division. If an application is on file it may be updated.
- Section 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.
- Section 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.
- Section L: Vacancies created by resignation or leave of absence shall be announced in the Superintendent's Bulletin and during the summer a notice of such vacancies shall be sent to the Association. Vacancies created by transfer which are being filled by currently contracted teachers shall not be posted.
- Section 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 before the end of school in June for the ensuing school year and such Department Head shall be compensated in accordance with the extra duty schedule applicable thereto.

ARTICLE X--TEACHER EVALUATION

- Section A: The evaluation of the work and performance of all teachers is the right and responsibility of the administration. Teachers shall be evaluated with the full knowledge of the teacher by a qualified administrator. 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.
- Section B: Three copies of the written evaluation shall be submitted to the teacher at the time of personal interviews or within ten (10) days thereafter, two 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.
- Section C: 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.
- Section D: After making an appointment for that purpose with the Division of Personnel, teachers shall have the right, in the presence of a member of the Division of Personnel, to review the contents of their own personnel files with the exception of 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

- Section 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.
- Section B: Any funds budgeted for teacher conferences will be distributed at the building level by a committee composed of the building principal and teachers selected by the building staff. Any teacher who receives permission to attend a conference will be supplied with a substitute teacher if necessary. 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

- Section 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.
- Section 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 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.
- Section C: 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

- Section 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.
- Section 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. The principal will communicate his action with respect to the matter to the teacher as soon as possible. Readmittance of a secondary student to the class will be arranged only after personal consultation between the administrator and the teacher, but shall not be before the following school day. Every attempt will be made to involve the parent in this consultation. Exceptions to this procedure shall be made with mutual consent of the teacher and principal.
- Section 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 as defined in the Board policy dealing with student discipline.
- Section 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 to the teacher which may include legal counsel.
- Section 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. Reimbursement for or repair of personal property damaged by other kinds of student action while a teacher is on duty may be made with the approval of the Personnel Director, except if the teacher is proven to be remiss in carrying out his assigned duties.

Section 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 month of each school year.

Section 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.

Section 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

Section 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.

Section B: In the event 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. Following such discussion a brief memorandum shall be written and signed by both parties.

Section 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 informal discussion in B. above of said grievance 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 assistant superintendent, with copies sent to each of the principals involved.

Section 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.

Section E: If the grievant is not satisfied with the principal's disposition of the grievance, the grievance shall be transmitted to the Superintendent's Office within 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 an assistant 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.

Section F: If the grievant is not satisfied with the disposition of the grievance by the assistant 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 assistant 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 ten (10) working days thereafter. A copy of such disposition shall be furnished to the grievant and to the Association.

Section 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.

Section 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.

Section 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 reemploy any probationary teacher, the placing of a nontenure teacher on a third year of probation, the termination of services or failure to reemploy 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).

Section J: Both parties agree to be bound by the award of the arbitrator and there shall be no appeal from an arbitrator's decision provided, however, that the arbitrator has not exceeded his power and authority as stated in Paragraph I above.

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

Section 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.

Section 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.

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

ARTICLE XV--PROHIBITED ACTIVITY

Section 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.

Section 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

Section A: A leave of absence may be granted, on recommendation of the superintendent, for a period not to exceed one (1) 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 (1) year for each renewal.

Section 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 Division 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 a United States Government sponsored activity such as the Peace Corps, Vista, Action, etc., 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 prearranged with the superintendent.
4. The teacher on leave of absence shall not lose any accumulated benefits.

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

Section 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. If a teacher is called to active service in a National Guard unit or reserve unit during the school year, he shall be compensated the difference between the reimbursement received from the United States Government and his teaching contractual salary provided his U.S. Government reimbursement is less than his contractual salary for a period not to exceed two (2) weeks per year.

Teachers taking a Draft Board examination shall be granted absence with pay.

Section E: A teacher shall not accept gainful employment except in connection with a graduate study grant, a United States Government sponsored activity such as the Peace Corps, Vista, Action, etc., 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.

Section F: A maternity leave of absence without pay shall be granted for women teachers. Such leave is required for at least one (1) month before and three (3) weeks after the birth of child. As a safeguard to her health and in order to establish records necessary for the approval of the leave, the employee must report her condition along with a physician's statement stating the anticipated date of birth to the assistant superintendent for personnel no later than the third month of determined pregnancy, and in addition, she must submit a statement of medical approval no later than the end of the sixth and seventh month of pregnancy, and also upon return if such return is during the school year, which states whether or not she can safely continue to perform all her assigned duties, provided, however, that a teacher may continue her employment on a day-by-day basis beyond the commencement of the eighth 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 eighth 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 three (3) 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 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.

Section 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 with the exception of cases involving legal action brought against the Board by the Association or any member thereof, except in such cases in which the Board subponeas the teacher.

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

Section 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.

Section 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 unless such request is based on an emergency. 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. 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 (with the exception of legal action taken against the Board by the Association or any member thereof, except in such cases in which the Board subponeas the teacher), religious observances, unusual circumstances related to professional growth, and emergencies are considered to be justification for the utilization of the personal business policy.
2. Teachers wishing to use the personal business leave shall submit a G-55A 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 (1) above on the G-55A without going into detail.

3. If the leave is considered an emergency, the G-55A may be submitted at the earliest possible time.
4. Personal business leave shall not be used by teachers for the purpose of seeking employment elsewhere.
5. Personal business leave shall not be used by teachers for the purpose of rendering services, of working either with or without remuneration for themselves or for anyone else.
6. If a reply to the G-55A has not been received prior to the date of absence, the teacher should contact the principal to get his response.

ARTICLE XVII--SICK LEAVE-MATERNITY LEAVE-DISABILITY

Section 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.

Section B: When a teacher requests a leave of absence due to illness, physical disability or maternity, the teacher has the privilege of electing to use the benefits accrued under this Article provided, however, that a statement from a licensed physician is presented to the Personnel Division upon request.

Section C: A teacher who is unable to teach because of personal illness, disability or maternity 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.

Section 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.

Section E: A teacher incurring an illness, disability, or maternity 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 and providing, however, that said teacher has taught for the system prior to the opening of school in the fall.

Section 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.

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

Section H: Deductions from salary made under this policy shall be determined by the Division of Business Affairs on a prorated contractual daily salary basis.

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

ARTICLE XVIII--FUNERAL POLICY

Section 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 when travel, distance or other circumstances warrant. Additional days of absence may be allowed but taken from sick leave and/or personal business leave. If there is no sick leave credit available, a salary deduction will be made on a prorated 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.

Section 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.

Section C: One (1) day of absence per year will be allowed to attend the funeral of a friend and deducted from sick leave.

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

ARTICLE XIX--PROFESSIONAL COMPENSATION

Section 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.

Section 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.

Section C: A teacher shall be given credit for prior certificated 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 eight (8) 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 reemployed shall be given full credit on the salary schedule for previous Kalamazoo Public School experience.
2. A teacher who has not been involved in teaching during a consecutive ten year period immediately prior to the calendar date for which he seeks employment shall not be granted credit for past teaching experience.
3. Returning Vietnam veterans will be given employment preference over other applicants assuming all other qualifications are equal.

Section 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 will be placed on the appropriate salary scale and step for the balance of the contract year upon submission of evidence from the granting institution. Evidence of degree attainment shall be submitted to the Division of Personnel.

Section E: All teachers are encouraged to continue professional growth. This growth may be enhanced by enrollment in accredited institutions of higher learning, attendance at summer conferences, educational travel or research, publication of books, work for civic improvement, work on professional committees, involvement in extracurricular programs, and so forth. The aforementioned are not intended to be exclusive, but rather as positive examples which both parties to this Agreement deem beneficial to the school system and the community.

Section F: Placement on the Master's Degree plus 30 hours salary schedule shall not be automatic. There shall be a credentials committee appointed 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 credentials committee shall consist of two (2) administrators appointed by the superintendent and two (2) Association members appointed by KCEA.

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. Upon the presentation of credentials indicating completion of the approved program of study, the teacher shall automatically be placed on the Master's Degree plus 30 salary schedule.
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.

Section G: For each full-time teacher, the Board shall pay up to \$400 per year per teacher to be applied to the MESSA 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.

Section 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.

Section I: It shall be at the option of each person employed for the full school year governed by this contract to receive his salary on a ten (10) or twelve (12) month basis. Once a selection is made it will not be changed during the current school year following the end of the first pay period.

Section J: Employees governed by this contract shall be paid biweekly.

Section K: Vocational teachers possessing a Bachelor's Degree and Vocational Certificate and who are teaching at least one (1) State approved vocational class for which special reimbursement is received shall qualify on the salary schedule at the Master's

Degree scale. Such vocational teachers possessing a Master's Degree and a Vocational Certificate shall qualify on the salary schedule at the Master's Degree plus 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.

Section 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) full 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 pro rata years of service in the Kalamazoo system.

Section 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 a 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 commencement of the Fall or Spring term in order for the teacher to receive reimbursement during said term.

Section N: The Board agrees to provide a group dental insurance program for employees covered under this Agreement through MESSA. This program will provide a maximum of 70 percent benefits on Classes 1 and 2 and a maximum of 50 percent benefits on Class 3.

ARTICLE XX--MISCELLANEOUS PROVISIONS

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section F: When road conditions, weather, or other acts of God make transportation impossible, personnel shall: (1) Contact the person to whom they are responsible; and (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 a factor in determining whether or not school should be closed.

Section G: Teachers who are required by the Board to drive their personal cars for service to the Board shall receive an allowance of twelve (12) cents per mile subject to the following provisions, such allowance to cover all car expenses including insurance.

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 Division of Personnel.
4. Mileage shall not be paid from home to school and/or return nor for personal business.
5. This provision shall provide for the payment of mileage to teachers who are required to work on a regular scheduled basis in two or more buildings during the regular school day.
6. In addition to this allowance, the Board agrees to carry a secondary liability policy to cover the teacher over and above his primary policy.

- Section H: Nurses shall be required, as part of their regular duties, to transport students in their automobiles when necessary. Such nurses shall be paid an allowance of thirty (30) dollars a school month worked, not to exceed a maximum of three hundred (300) dollars a school year. Nurses who work during the summer school session shall be paid an allowance on the same basis during the summer months worked, or an additional forty-five (45) dollars for a six (6) week summer session. This allowance is intended to cover all car operating expenses including insurance. In addition to this allowance, the Board agrees to carry a secondary liability insurance policy to cover the nurse over and above her primary coverage.
- Section I: 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.
- Section J: 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.
- Section K: When teachers of elementary art, music, or physical education are absent, the principal shall contact the Telephone Answering Service to secure a competent substitute.
- Section L: The Board and the Association agree that a need for continuing emphasis on inservice training for all professional staff exists within the Kalamazoo Public Schools. Such inservice 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 Inservice Training Committee is hereby established. This Committee shall consist of five (5) members appointed by the Association and five (5) members appointed by the Board. The five (5) members from each group shall consist of one (1) early elementary teacher, one (1) later elementary teacher, one (1) junior high teacher, one (1) senior high teacher, and one (1) special education teacher or a teacher from another special area.
- Section M: The Committee shall organize itself and assume responsibility for the planning and conducting of district-wide inservice education of all professional teaching personnel.

- Section N: The Committee shall address itself to conducting programs in the following areas of major concern:
1. Understanding and dealing with human and intergroup 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.
- Section O: The Committee shall have the authority to appoint ad hoc committees as deemed necessary.
- Section P: Supervising teachers shall work directly with the University program coordinator and principal to assist in developing extensive opportunities for the student teachers to observe and practice the arts and skills of the profession.
- Section Q: The Board agrees to make available to student teachers the most recent accrediting manual, a copy for viewing in the Division of Personnel, with a copy of the texts, guides, building policies and a copy of this agreement to assist them during this assignment.
- Section 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.
- Section S: The Council shall meet at least once per month. 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.
- Section T: The Council shall recommend to the Superintendent, the Board, and the Association on all 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 subcommittees 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.
- Section U: The Board agrees to maintain a list of qualified substitute teachers. Teachers shall be informed by the principal of a telephone number they may call to report unavailability for work

and the time by which such calls must be placed. 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.

Section V: Student teachers will be assigned only to tenure teachers. Supervising teachers will assume responsibility for daily planning, student evaluation, and the appraisal of the student teacher's performance.

Section 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. A standing committee composed of three (3) representatives of the Board and three (3) representatives of the Association shall recommend the appropriate expenditure of such funds.

Section X: The Board of Education agrees to confer with the Association on new or innovative educational programs in cases where such programs would require the reduction, reassignment, replacement, or use of teachers who are under contract at the time such program is to be implemented.

ARTICLE XXI--MAINTENANCE OF STANDARDS

Teaching hours, extra compensation for duties outside regular teaching hours, relief periods, leaves, and other matters pertaining to the provisions of this contract including the quality of the education program shall be maintained according to the terms and conditions of this contract during the life of this contract, provided that such conditions may be improved for the benefit of teachers as required by the express provision of this agreement.

This provision shall not be binding on either party in case of a reduction in students and/or in revenue.

ARTICLE XXII--REDUCTION OF PERSONNEL AND LAY OFF PROCEDURE

The following procedure shall be applied using the criteria stated below whenever it becomes necessary to lay off employees due to a decrease in enrollment or in revenue.

Section A: The criteria for lay off of probationary teachers shall be implemented in the following order:

1. First: Probationary teachers shall be laid off first on the basis of certification, competency, and known ability according to the evaluations and assessments made by the administration.

2. Second: On the basis of relatively equal certification, competency, and known ability all reasonable efforts shall be made to maintain a racial balance among staff which is consistent with the 1970-1971 ratio.
3. Third: Following Sections 1 and 2 above, seniority shall be used to determine order of lay off.

Section B: After the lay off of all probationary employees, tenure teachers with the least amount of continuous service shall be laid off first. Employment service (seniority) shall be established as the date of issuance of first contract covering employees current term of continuous service in the School District of the City of Kalamazoo.

Section C: Exceptions may be made in special subjects, classes, or grade levels in which no other teacher with more service has the necessary qualifications to fill such assignments.

Section D: Prior to any official lay off, the Board will provide the Association with an up-to-date seniority list of all personnel covered under this agreement.

Section E: A teacher who is laid off shall be appointed to the first vacancy in the school district for which he is fully qualified. Rehiring will be in reverse order from the order of lay off.

Section F: Teachers on leave of absence, for purposes of this procedure, shall be considered as being employed and shall be included on the seniority list.

Section G: No new teacher will be hired for the 1973-74 school year, following the beginning date of this agreement, unless such vacancies occur which cannot be filled by presently contracted teachers.

Section H: Public librarians and school nurses shall be laid off according to the criteria listed in A above.

ARTICLE XXIII--PUBLIC LIBRARY PROVISIONS

Section A: All full-time librarians shall continue to be scheduled by the head of the department or branch the normal number of hours per week as prevailed during the 1972-73 school year.

Section B: Vacations shall be scheduled with the approval of the head of the department or branch. Vacation allowance shall be earned from the date of employment according to the following schedule:

1. Date of employment to close of first fiscal year--one and one-half (1-1/2) days per month of service.
2. Each additional fiscal year--twenty (20) days per year.

Vacation credit earned in one fiscal year shall be taken the fiscal year following or days not taken will be canceled. Vacations may be taken before the close of the fiscal year with the approval of the head of the department or branch.

- Section C: The following days shall be paid holidays for librarians: Fourth of July, Labor Day, Thanksgiving, Christmas, New Years Day, and Memorial Day. Employees required to work on holidays will be given an alternate day off.
- Section D: Librarians shall have a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon.
- Section E: Librarians shall receive sick leave as stated in Article XVII.
- Section F: Article XI shall apply to librarians upon approval of the Director of Libraries instead of the Superintendent of Schools.
- Section G: Librarians shall have representation on the committee for the disbursement of the Staff Association and Friendship Fund.
- Section H: The Board agrees to endeavor to improve the training and briefing of new librarians.
- Section I: All overtime work must be approved by the employee's immediate supervisor. Compensatory time for overtime worked may be taken by the employee with the approval of the department head. If such approval is not granted, then the employee shall be paid for all overtime worked.
- Section J: All work done for the library which constitutes "Bank" time may be performed only after proper authorization by the employee's immediate supervisor. Compensatory time may be taken upon approval of the employee's immediate supervisor at a time which is compatible with the operation of the Public Library. "Bank" time may accumulate up to but not to exceed a maximum of fifty (50) hours.

ARTICLE XXIV--CONTRACT REVIEW

- Section 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.

Section 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.

Section 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 XXV--DURATION OF AGREEMENT

THIS AGREEMENT supersedes all previous agreements between the parties and shall become effective as of the 16th day of August 1973, and shall remain in effect until the 16th day of August 1974, 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 Negotiating
Committee Date

Chairman, Professional
Negotiating Committee Date

APPENDIX BSALARY SCHEDULE FOR TEACHERS1973-1974

| <u>STEP</u> | <u>BACHELOR'S</u> | | <u>MASTER'S</u> | | <u>MASTER'S PLUS 30 HOURS</u> | | <u>DOCTORATE</u> | | <u>STEP</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 | 8,694 | 108 | 9,390 | 116 | 10,085 | 124 | 10,781 | 1 |
| 2 | 105 | 9,129 | 113 | 9,824 | 121 | 10,520 | 129 | 11,215 | 2 |
| 3 | 110 | 9,563 | 118 | 10,259 | 126 | 10,954 | 134 | 11,650 | 3 |
| 4 | 115 | 9,998 | 123 | 10,694 | 131 | 11,389 | 139 | 12,085 | 4 |
| 5 | 123 | 10,694 | 131 | 11,389 | 139 | 12,085 | 147 | 12,780 | 5 |
| 6 | 128 | 11,128 | 136 | 11,824 | 144 | 12,519 | 152 | 13,215 | 6 |
| 7 | 133 | 11,563 | 141 | 12,259 | 149 | 12,954 | 157 | 13,650 | 7 |
| 8 | 138 | 11,998 | 146 | 12,693 | 154 | 13,389 | 162 | 14,084 | 8 |
| 9 | 146 | 12,693 | 154 | 13,389 | 162 | 14,084 | 170 | 14,780 | 9 |
| 10 | 151 | 13,128 | 159 | 13,823 | 167 | 14,519 | 175 | 15,215 | 10 |
| 11 | 156 | 13,563 | 164 | 14,258 | 172 | 14,954 | 180 | 15,649 | 11 |
| 12 | 164 | 14,258 | 172 | 14,954 | 180 | 15,649 | 188 | 16,345 | 12 |
| 13 | --- | ----- | 177 | 15,388 | 185 | 16,084 | 193 | 16,779 | 13 |
| 14 | --- | ----- | 185 | 16,084 | 193 | 16,779 | 201 | 17,475 | 14 |

APPENDIX B-11973-1974 SALARY SCHEDULE FOR LIBRARIANS

| <u>STEP</u> | <u>BACHELOR'S</u> | | <u>MASTER'S</u> | | <u>MASTER'S PLUS 30 HOURS</u> | | <u>DOCTORATE</u> | | <u>STEP</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 | 9,911 | 108 | 10,704 | 116 | 11,497 | 124 | 12,290 | 1 |
| 2 | 105 | 10,407 | 113 | 11,199 | 121 | 11,992 | 129 | 12,785 | 2 |
| 3 | 110 | 10,902 | 118 | 11,695 | 126 | 12,488 | 134 | 13,281 | 3 |
| 4 | 115 | 11,398 | 123 | 12,191 | 131 | 12,983 | 139 | 13,776 | 4 |
| 5 | 123 | 12,191 | 131 | 12,983 | 139 | 13,776 | 147 | 14,569 | 5 |
| 6 | 128 | 12,686 | 136 | 13,479 | 144 | 14,272 | 152 | 15,065 | 6 |
| 7 | 133 | 13,182 | 141 | 13,975 | 149 | 14,767 | 157 | 15,560 | 7 |
| 8 | 138 | 13,677 | 146 | 14,470 | 154 | 15,263 | 162 | 16,056 | 8 |
| 9 | 146 | 14,470 | 154 | 15,263 | 162 | 16,056 | 170 | 16,849 | 9 |
| 10 | 151 | 14,966 | 159 | 15,758 | 167 | 16,551 | 175 | 17,344 | 10 |
| 11 | 156 | 15,461 | 165 | 16,254 | 172 | 17,047 | 180 | 17,840 | 11 |
| 12 | 164 | 16,254 | 172 | 17,047 | 180 | 17,840 | 188 | 18,633 | 12 |
| 13 | --- | ----- | 177 | 17,542 | 185 | 18,335 | 193 | 19,128 | 13 |
| 14 | --- | ----- | 185 | 18,335 | 193 | 19,128 | 201 | 19,921 | 14 |

APPENDIX B-2NURSES AND DENTAL HYGIENISTS SALARY SCHEDULE1973-1974

| <u>Step</u> | <u>Non-Degree</u> <u>84% of Teacher's Base</u> | <u>Degree</u> <u>92% of Teacher's Base</u> |
|-------------|---|---|
| 1 | 7,303 | 7,998 |
| 2 | 7,668 | 8,399 |
| 3 | 8,033 | 8,798 |
| 4 | 8,398 | 9,198 |
| 5 | 8,983 | 9,838 |
| 6 | 9,348 | 10,238 |
| 7 | 9,713 | 10,638 |
| 8 | 10,078 | 11,038 |
| 9 | 10,662 | 11,678 |
| 10 | 11,028 | 12,078 |
| 11 | 11,393 | 12,478 |
| 12 | 11,977 | 13,117 |

APPENDIX CEXTRA DUTY SALARIES

Section 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: (B.A. base 1973-74--\$8,694.00)

| | | <u>Senior High School</u> | |
|-----------------------------|-----|---------------------------------|------------------|
| | | <u>B. A. Base</u> | <u>B.A. Base</u> |
| Athletic Director | 22% | Womens Field Hockey | 5% |
| Head Football Coach | 18% | Womens Tennis | 6% |
| Head Basketball Coach | 18% | Womens Basketball | 9% |
| Head Swimming Coach | 14% | Womens Reserve Coach, | |
| Head Wrestling Coach | 14% | Basketball | 6% |
| Head Baseball Coach | 13% | Womens Track | 7% |
| Assistant Athletic Director | 13% | Womens Softball | 6% |
| Reserve Football Coach | 10% | Womens Swimming | 6% |
| Reserve Basketball Coach | 11% | | |
| Head Track Coach | 10% | Department Heads | 7% |
| Cross Crountry Coach | 9% | Coop Heads | 3% |
| Tennis Coach | 9% | Senior Class Sponsor | 3% |
| Golf Coach | 9% | Junior Class Sponsor | 3% |
| | | Sophomore Class Sponsor | 2% |
| <u>Assistants:</u> | | Debate & Forensics Coach | 9% |
| Football Coach | 10% | Assistant Debate & Forensics | 4% |
| Baseball Coach | 9% | EBY Liaison Teacher | 3% |
| Swimming Coach | 9% | Dramatics Coach | 8% |
| Track Coach | 9% | Cheerleader Director-football | 4% |
| Wrestling Coach | 9% | Cheerleader Director-basketball | 7% |

(The length of the seasons for the sports defined above will be as defined by the Michigan Athletic Association.)

| | | <u>Junior High School</u> | |
|-------------------------------|-----|---------------------------------|----|
| Athletic Director | 22% | Womens Basketball Coach | 7% |
| Head Football Coach | 8% | Womens Track & Field | 5% |
| Assistant Football Coach | 7% | Womens Tennis Coach | 5% |
| Ninth Grade Basketball Coach | 8% | Cheerleader Director-football | 4% |
| Eighth Grade Basketball Coach | 7% | Cheerleader Director-Basketball | 5% |
| Track Coach | 6% | | |
| Tennis Coach | 6% | | |
| Wrestling Coach | 7% | | |

(The length of each sport season is determined on the basis of a five day per week schedule as follows: Eighth and Ninth Grade Football--9 weeks; Mens Ninth Grade Basketball--11 weeks; Mens Seventh and Eighth Grade Basketball--10 weeks; Mens Wrestling--11 weeks; Mens Track--9 weeks; Mens Tennis--8 weeks; Womens Tennis--6 weeks; Womens Basketball--9 weeks; and Womens Track & Field--7 weeks.)

| <u>Other Assignments</u> | |
|------------------------------------|--------|
| Summer School Classroom Teaching | \$6.75 |
| Adult Education Teacher | 6.75 |
| Driver Education Teacher | 6.75 |
| Music Teacher | 6.75 |
| Intramurals (including Dance Club) | 6.00 |

- Section 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.
- Section C: No coach shall be assigned to more than two coaching positions except in emergency situations.
- Section D: Add to the salary of each coach 2 percent 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.
- Section E: The Senior High Athletic Director shall be assigned five (5) class periods, one (1) planning period.
- Section F: Intramural assignments and activities shall be made by the Physical Education Supervisor. No time will be authorized without his approval.
- Section G: Bookstore Managers shall have no homeroom assignments.