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Kaleva-Norman-Dickson Bd. of Education

AGREEMENT

Between The

KALEVA-NORMAN-DICKSON BOARD OF EDUCATION

AND THE

KALEVA-NORMAN-DICKSON TEACHERS' ASSOCIATION

The Kaleva-Norman-Dickson Schools
Brethren, Michigan 49619

September 1, 1974

*KND Schools
Brethren, Mich.
49619*

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This Agreement entered into this 28th day of August, 1974, by and between the Board of Education of Kaleva-Norman-Dickson Schools, Brethren, Michigan, hereinafter called the "Board", and the Kaleva-Norman-Dickson Schools Teachers' Association, hereinafter called the "Association".

WITNESSETH

WHEREAS, The Board is required by law to negotiate with the Association on wages, hours, and the terms and conditions of employment of teachers; and the parties, through negotiations in good faith, have reached agreement on all such matters and desire to execute this contract covering such agreement.

ARTICLE I.

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, PA of 1965, for all certified teaching personnel under contract, but excluding supervisory and executive personnel, office, clerical, maintenance and operating employees, and any others who do not have a community of interest with classroom teachers.

B. The term "teachers" when used hereinafter in this agreement shall refer to all employees represented by the name of the employee organization in the bargaining or negotiating unit as above defined.

C. The term "Board" shall include its officers and agents.

D. The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to Act 379, PA of 1965, for the duration of this Agreement.

ARTICLE II.

TEACHER AND ASSOCIATION RIGHTS

A. Pursuant to Act 379, PA of 1965, the Board hereby agrees that certified teaching personnel under contract of the Board shall have the right to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted and lawful activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it or its employed administrative or executive personnel will not directly or indirectly discourage, deprive, or coerce any employee in the enjoyment of any rights conferred by Act 379, by other laws of the State of Michigan, or by the Constitution of the State of Michigan and the United States; that it will not discriminate against any employee with respect to hours, salary, terms or conditions of employment, by reason of his membership in the Association, his participation in any activities of the Association, or his institution of

any grievance, complaint or proceeding with respect to any terms or conditions of employment under, or aside from the specific terms of this Agreement.

B. The Association and its members, upon permission of the administration, shall be permitted to use school building facilities at reasonable after school hours for meetings, provided, however, the same shall not interfere with school activities conducted after regular school hours, and the administration shall have the right to designate the room or rooms in which said meeting shall be held.

C. No teacher shall be enjoined from exhibiting identification of membership in the Association either on or off the school premises.

D. The Board agrees to furnish to the Association, in response to reasonable requests, all available information concerning the financial resources of the district, tentative budgetary requirements and allocations, and other such information which may be necessary for its preparations in collective bargaining and negotiations.

E. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

F. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status or membership in an association with the activities of an employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, or national origin and so seek to achieve full equality of educational opportunity to all pupils.

G. That upon written authorization from any teacher the Board will deduct annuities and other payroll deductions. Association dues, upon request, shall be deducted in equal amounts over a maximum of the first 14 pays, starting September of each School year.

H. At the beginning of every school year, the Association shall be credited with six (6) days to be used by teachers who are officers or agents of the Association; such use to be at the discretion of the Association. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave. The Association will provide the cost of hiring substitute teachers.

ARTICLE III.

BOARD RIGHTS

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

of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities and school related activities.

2. To hire all employees and subject to the provisions of law and this agreement, to determine their qualifications, and the conditions for their continued employment or their dismissals or demotions; and to promote, and transfer all such employees.

3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board; in cooperation with the Teachers' Association.

4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature, respecting the recommendation of the appropriate curriculum committee.

5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers.

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

C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE IV.

PROFESSIONAL COMPENSATION

A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Said salary schedule shall remain in effect for the duration of this Agreement.

B. A representative of the Association and one other member of the negotiating team will concur with the Board on the placement of teachers on the salary schedule on or before the fourth Friday of September of each school year. Lack of agreement on the proper step and schedule placement of any teacher shall be subject to the provisions of the Professional Grievance Procedure as set forth herein.

C. Teachers shall be reimbursed for traveling expenses incurred while attending authorized local, district, regional or state meets, contests, clinics, and conferences if arrangements are made and approved by the admini-

stration at least one week in advance of scheduled event.

D. Teachers who are required as part of their regular duties on a regular basis to use their own vehicles for transportation between schools will be allowed fifteen (15) cents per mile. Any teacher who uses his/her own vehicle for transportation to and from any administration approved activity shall be compensated at the same rate. Procedure for implementing method of payment shall be in agreement with the individual teacher and superintendent.

E. Teachers shall not be required to report for work more than two days prior to the beginning of classes in September or to remain more than three days after classes end in June.

F. Teachers shall be required to report for work at the opening day of school for orientation and briefing sessions. Students will report at 1:00 p. m. for the opening day of school.

G. The following legal holidays shall be observed and all schools closed: New Years Day, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day.

H. A teacher shall be released from regular duties without loss of salary one day each semester for the purpose of participating in area or regional meetings of educational organizations if prearranged with the administration and a certified substitute can be secured.

I. In case of teacher absence the administration will secure a certified substitute. If, however, a certified substitute cannot be obtained, the administration may request a teacher to assume the assignment. Compensation for said assignment will be at the rate of seven dollars (\$7.00) per class period.

J. Teachers shall be reimbursed twenty (20) dollars for the tuition cost of each semester hour successfully completed, up to twelve (12) hours, after obtaining permanent and/or continuing certification.

ARTICLE V.

WORKING HOURS AND RESPONSIBILITIES

A. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined, September 1, to the first week in June, during normal working hours, provided, that within said time 185 working days have been completed which includes 180 required membership days. The Teachers' normal working hours in the school shall be from 8:30 a.m. to 3:40 p.m. and includes the following responsibilities of the respective teachers.

ALL TEACHERS - Student records, classroom inventories, supervision of all class activities, teachers' meetings, curriculum study groups, parent-teachers conferences, public relation activities, professional organizations, in service workshops, and supervisory assignments by the Principal.

GRADE TEACHERS - Supervisory assignments by Principals,

Christmas Programs.

SECONDARY TEACHERS - Class advisor as assigned by Principal.

MUSIC TEACHERS - Supervision and direction of concerts, special productions, and participation in local, district and state sanctioned contests as approved by the administration.

VOC. ED. TEACHERS - Participation in local and state associations in respective areas as authorized by State Voc. Ed. Div. of the Department of Education.

COACHES - Supervision, direction, and participation of students in all sanctioned games, contests or meets in their respective assigned sports.

Compensation for attendance at all board required training sessions, conferences and workshops outside of normal working hours, as defined above, shall be at the rate of eight (8) dollars per hour. This does not include regular teachers' meetings conducted by administrators.

B. Elementary teachers will be free of noon duty, equivalent to a normal class period for not less than 45 minutes.

C. All teachers will be entitled to a working day free of classes at the end of the first semester for completing semester reports. Semester exams must be given according to schedule assigned by Principal.

ARTICLE VI.

TEACHING LOAD AND ASSIGNMENT

A. The normal weekly teaching load in secondary school will be the equivalent to 25 assigned periods and 5 unassigned preparation periods. The normal weekly teaching load in the elementary schools will be the equivalent of 30 teaching periods.

B. Assignments shall be made at the discretion of the administration and within the area of teacher competency, teaching certificate, or their major or minor fields of study, except temporarily and/or for good cause.

C. Teachers who will be affected by a change in grade assignments in the elementary grades and by changes in subject assignments in the secondary grades will be notified and consulted by their Principal as soon as practicable. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary teachers to different grade levels unless the teacher requests such change.

ARTICLE VII.

TEACHING CONDITIONS

A. The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should

be directed at insuring that the energy of the teacher is primarily utilized to this end.

B. The Board and the Association recognize that 30 pupils is a reasonable class load. Therefore, on the fourth Monday after Labor Day, the superintendent, the principals, and the negotiation committee from the Association will meet to study the existing class loads and attempt to make necessary adjustments in order to meet the reasonable pupil-teacher ratio as stated above or to adjust pupils to equipment available, such as laboratory classes. If for any reason the above-listed maxima are exceeded in any regular classroom situation, the Board may provide a parttime adult teacher aide, at the request of the individual teacher, to perform such non-instructional duties as are delegated to him by said teacher.

C. The Board recognizes that appropriate instructional materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such education tools.

D. Telephone facilities shall be made available to teachers for their reasonable use, but toll calls are the responsibility of teachers.

ARTICLE VIII.

VACANCIES AND PROMOTIONS

A. Whenever a vacancy in any teaching or administrative position in the district shall occur, the Board shall publicize the same by posting notice on the bulletin board during the school year. Any vacancy occurring during the summer months will be made known to the Association's secretary by letter. No vacancy shall be filled, except in case of emergency or on a temporary basis, until such vacancy shall have been publicized for at least five days, by posting or by deposit in the United States Government mail, as the case may be.

B. A teacher may apply for any position at any time. Such application should be in writing, addressed to the Superintendent of Schools. Applications will be considered, should such vacancy occur, either during the school year or during the summer. This application should be renewed annually.

C. In filling promotional vacancies to administrative positions the Board shall consider the professional qualifications, background, attainments, and other relevant factors, including service in the school district, as well as applicants from outside the school district. The parties recognize, however, that the filling of vacancies at the supervisory and administrative levels and the filling of newly created supervisory and administrative positions is a prerogative of the Board, and the decision of the Board with respect to such matters shall be final.

ARTICLE IX.

TRANSFERS

A. The parties recognize that changes in grade assignments in the elementary schools, changes in subject assignments in secondary school grades, and transfers between schools will be necessary. While the right of determination to assign or transfer a teacher is vested in the Board, the Board will not, in any case, assign or transfer a teacher without prior discussion with said teacher. Such transfers or changes of assignments shall be on a voluntary basis whenever possible. In making involuntary assignments in transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils. A teacher, after consultation with the administration, may be involuntarily assigned classes prior to July 1. After July 1, reassignment of a teacher must be on a voluntary basis.

ARTICLE X.

LEAVE PAY

A. Upon initial employment, all teachers will be granted fifteen (15) leave days for each of the first two years of employment. Thereafter, all teachers will accumulate leave days at the rate of ten (10) days per year up to a limit of 125 days. Leave days (i.e. sick leave) accumulated under previous KND contracts shall be credited to staff members at the beginning of the 1973-1974 school year. On or before the fourth Friday of September of each school year teachers shall be notified as to the number of leave days they have accumulated.

B. For leave other than sickness, disability, or an emergency, the administration shall be notified forty-eight hours in advance.

C. Unused or accumulated leave days, upon termination of a minimum of ten years employment in the KND system shall be paid for at the rate of ten (10) dollars per day up to a maximum of \$500.00.

D. Leave of absence of up to two years duration without pay shall be granted to tenure teachers upon application and approval of the administration for the following reasons. There will be no credit for increments, except as noted.

1. Study relative to the teacher's license field.
2. Travel, study, research or special teaching assignment involving probable advantage to the school system.
3. Military service.
4. Maternity and Child Care.
5. Teachers who are officers of the Michigan or National Education Association (NEA or MEA) or are appointed to its staff. The regular salary increment occurring during such period shall be allowed.

E. A teacher on leave under Section D above shall inform the Superintendent of his/her intention to return, in writing, at least sixty (60) days prior to the end of the school year preceding the school year he/she wishes to return. The teacher shall be returned to his/her last teaching position, or with his/her approval, any other open position for which he/she is qualified and certified.

F. Authorized leave of absence over and above accumulated leave days shall be deducted at the substitute rate on the salary schedule. Unauthorized leave of absence shall be deducted at the rate of 1/185 of annual salary for each day of unauthorized absence.

G. Leaves with pay not chargeable against the teacher's leave pay allowance shall be granted for the following reasons upon notification of the administration and the duration of said leave to be determined with the administration at the time of notification, except as set forth in Section G-1.

1. Absence when a teacher is called for jury service, and in this event the Board shall pay the difference of his regular salary and the Compensation he receives for jury service.
2. Court of record appearance as a witness in any case connected with the teacher's employment, or the school, or whenever teacher is subpoenaed to attend any proceedings.
3. Approved visitations at other schools or for attending educational conferences or conventions.

H. Any teacher who is absent because of injury or disease which arose out of or during the course of his employment for which he receives compensation under the Workmen's Compensation Law may, at his election, receive from the Board the difference between the allowance under Workmen's Compensation Law and his regular salary for the number of days he has accumulative leave. Provided, however, that in the event he received compensation under the Workmen's Compensation Law and does not elect to receive from the Board the difference between the allowance under the Workmen's Compensation Law and his salary, then there shall be no deduction from any of his accumulative leave benefits provided for in this Agreement.

ARTICLE XI.

TEACHER EVALUATION

A. Probationary teachers will be evaluated at least two times during each year, and tenure teachers will be evaluated at least once during each year, by the Principal. All monitoring or observation of the work performance of a teacher shall be conducted openly. A written report shall be completed and signed by the Principal and the teacher. A copy of the evaluation is to be placed in the teacher's personal file, and a teacher may also confer with the Superintendent regarding his evaluation.

B. Each teacher shall have the right, upon a written request to the administration, to review the contents of his own personal file other than

confidential materials. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

C. No teacher shall be disciplined or reprimanded or suffer any reduction in compensation without just cause.

D. Teachers who violate the working conditions on this Agreement shall be confronted first verbally, and subsequently verbally and in writing, by the building principal. If the infraction persists, the teacher shall appear before a committee consisting of the Superintendent, the Principal, the teacher's association representative, and the chairman of the Professional Negotiations and Relations Committee. If the building representative, or the chairman of the Professional Negotiations and Relations Committee is the party in interest, he shall disqualify himself and a substitute committee member shall be named by the President of the Association. It shall be the responsibility of the committee to take whatever action deemed necessary to solve the infraction.

ARTICLE XII.

TEACHER PROTECTION

A. The Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. The teachers recognize that all disciplinary action and methods involved by them shall be reasonable. It shall be the responsibility of the teacher to report to his Principal the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall, upon request, be advised by the Principal of the disposition of the teacher's report that a particular student needs such assistance.

B. Any case of assault upon a teacher which arose out of or in the course of his employment shall be promptly reported in writing to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

C. Time lost by a teacher in connection with any incident mentioned in this Article except gross negligence or gross neglect shall not be charged against the teacher.

D. Any complaints worthy of serious note made to the administration by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.

E. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

ARTICLE XIII.

NEGOTIATION PROCEDURES

A. Beginning not later than May 1, 1976, the Association and the Board agree to negotiate over a successor Agreement in accordance with the procedures set forth herein in good faith and effort to reach an Agreement concerning teacher's salaries and other conditions of their employment. Any Agreements so negotiated shall apply to all certified teachers, and shall be reduced to writing and signed by the Board and the Association.

ARTICLE XIV.

PROFESSIONAL GRIEVANCE PROCEDURE

A. Any teacher, group of teachers or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any other provision of law except a statute specifically establishing a procedure for redress relating to wages, hours, terms or conditions of employment, may file a written grievance signed by teachers involved with the Board or its designated representative within ten school days from the occurrence stating the nature of the grievance and article and section violated. Provided, however, that notwithstanding any provision or provisions of this Agreement, to the contrary, no grievance shall be filed due to the Board's decision to dismiss or not to re-hire a probationary teacher, nor shall a grievance be filed due to the Board's decision to place a teacher on a third year of probation. The Board hereby designates as its representative for such purpose the principal in each school building and the Superintendent of schools when the particular grievance rises in more than one building.

B. Within ten days of receipt of the grievance the designated representative of the Board shall meet with the teacher, group of teachers or the Association in an effort to resolve the grievance. Affected teachers may or may not be present at such meeting. If the meeting is with the school principal and the parties cannot agree, the grievance shall be promptly transmitted to the superintendent who shall have five school days thereafter to approve or disapprove the grievance. If the grievance is transmitted directly to the superintendent he shall have ten school days from receipt to approve or disapprove it. If the grievance shall be denied by the superintendent, upon review of the action of the school principal or in the event the grievance is submitted directly to the superintendent, the grievance shall immediately thereafter be transmitted to the secretary of the Board with a statement of reasons why it is being disapproved.

C. Within 15 school days from receipt of the grievance, the Board shall pass upon the grievance. The Board may hold hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided, however, that in no event except with express written consent of the Association, shall final determination of the grievance be made by the Board more than 20

school days after its submission to the Board.

D. Failure to appeal within the above time limits shall be deemed acceptance of the decision. However, if the decision of the Board is not satisfactory to the Association, the grievance may be submitted to mediation under Section 10 and 11, of Act 176 of Public Acts of 1939, as amended, within ten school days after receipt of the decision of the Board.

E. If the Board, the aggrieved employee, and the Association shall be unable to resolve any grievance through mediation, and it shall involve an alleged violation of a specific article and section of this agreement, it may, within ten school days, after mediation has been exhausted, be appealed to arbitration. Such appeal shall be in writing and shall be delivered to the Board within said ten school day period and if not delivered the grievance shall be abandoned.

Within ten school days of receipt of grievance, the Board and Association will meet to select an arbitrator agreeable to both parties. If after five school days the parties are not able to agree upon an arbitrator, he shall be selected through the American Arbitration Association whose rules and regulations shall likewise govern the arbitration proceedings.

The arbitrator so selected will confer with the parties and hold hearings promptly and will issue his decision not later than twenty days from the date of the close of the hearing. The arbitrator's decision shall be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted.

The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this agreement.

His authority shall be limited to deciding whether a specific article and section of this agreement has been violated and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan General School Laws or any other national, state, county, district or local laws. The arbitrator shall not usurp the functions of the Board or the proper exercise of its judgment and discretion under law and this agreement.

The decision of the arbitrator shall be final and binding.

The arbitrator's fee shall be divided equally between the parties, each party shall bear any additional expenses incurred by themselves in connection therewith.

F. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.

G. For administrative convenience, the Board may cause complaints which may be the subject of grievance under this Article first to be presented to a department head, assistant principal or other school employee, for informal processing, in an effort to reduce the number of formal grievances handled under the professional grievance procedure herein established. The parties shall mutually work out procedures for

such informal processing upon request, but exhaustion of such informal procedures shall not be required as a condition precedent to invoking the grievance procedure, nor shall the participation of department heads, assistant principals or other employees in such informal procedures be deemed to be supervisory or executive function.

H. It shall be the general practice of all parties in interest, to process grievance procedures during times which do not interfere with assigned duties, provided, however, in the event it is agreed by the Board to hold the proceedings during regular working hours, a teacher participating in any level of the grievance procedure, with any representative of the Board, shall be released from assigned duties without loss of salary.

ARTICLE XV.

PROFESSIONAL STUDY COMMITTEE

A. There may be established a Professional Study Committee (PSC) composed of faculty members appointed by the administration to study subjects mutually agreed upon relating to the school system.

B. The PSC is empowered to appoint subcommittees, composed of teachers and administrators, to study and report upon any mutually agreed upon subjects. All reports to the PSC or its subcommittees, including their recommendations, shall be submitted in writing to all members of the PSC.

C. The parties agree that the PSC and its subcommittees serve in an advisory capacity only, and that the failure of the Board to place any of its recommendations in effect shall not constitute the basis for a grievance.

D. Representatives on such committees shall be excused from the performance of other work, up to five hours per week, for the purpose of serving on such committee.

ARTICLE XVI.

MISCELLANEOUS AGREEMENTS

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

B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. All individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

C. Copies of this Agreement shall be printed at the expense of the Board and presented to the Association for distribution to all teachers now employed or hereafter employed by the Board.

D. Experience credit will be granted for each year, up to and including eight years with a Bachelor's Degree and ten years with a Master's Degree for service as a fulltime, properly certified public or private school teacher.

E. No service, duty or activity performed by any teacher during the 185 days of the regular school year shall be rewarded with extra pay, excepting those extra duties, services, and activities set forth in this salary agreement.

F. Increments become effective and advancement under the salary schedule shall be automatic as of September 1, or February 1 upon completion of 15 hours, or a masters degree, or a full years teaching experience.

G. In addition to the basic teacher salary as provided in Schedule A, there will be paid the further sums as listed in attached Schedule A:

See Extra Projects attached to Schedule A.

H. The Board shall provide without cost to the employee, MESSA'S SM2 (Super Med 2) protection or Blue Cross-Blue Shield M-V-F2 for a full twelve-month period for the employee's entire family. Employees not wishing health insurance through the school may apply the equivalent of an individual employee's single subscription premium toward any of the MESSA options.

I. The retirement age of all certified teaching personnel covered by this Agreement shall be at the conclusion of the school year of the teacher's 65th birthday and all rights of tenure shall be terminated as of this time. However, if said employee is in good health and meets all physical requirements of his employment then the Board may, in its sole discretion, continue to retain said teacher in its employment, upon a year to year basis without tenure.

J. This Agreement incorporates the entire understanding of the parties.

K. The Association agrees that neither its officers, agents, or members shall, during the duration period of this agreement, authorize, condone, directly or indirectly engage in or assist in any teacher strike within this School District.

In the event of a violation of this Article by a member or members, the Association will work with the Administration to make every effort to assure prompt restoration of services.

Any teacher or group of teachers who willfully violates this Article may be disciplined forthwith up to and including discharge without recourse to any grievance procedure.

ARTICLE XVII.

DURATION OF AGREEMENT

This Agreement shall become effective on the 1st day of September, 1974, and shall remain in full force and effect for two (2) years until the 31st day of August, 1976, and said Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

However, in the second year of this contract, beginning on the 1st day of September, 1975, the changes and additions to the contract listed in Schedule "B" will go into effect.

IN WITNESS WHEREOF, We have hereunto set our hands and seals the day and year written, and the President and Secretary of the Kaleva-Norman-Dickson School District do hereby certify that they are authorized to execute this Agreement on behalf of said School District by authority of the Board of Education, and the President and Secretary of the Kaleva-Norman-Dickson Teachers' Association do hereby certify that they are authorized to execute this Agreement on behalf of said Teachers' Association by authority of its membership.

**KALEVA-NORMAN-DICKSON
TEACHERS' ASSOCIATION**

**KALEVA-NORMAN-DICKSON
BOARD OF EDUCATION**

By: **MARY K. SIEBER**
President

By: **JAMES C. STURDEVANT**
President

By: **CHRISTINE MAKINEN**
Secretary

By: **NANCY D. RENGO**
Secretary

SCHEDULE "A"

| STEPS INDEX | BA 1.50 | BA+15 Hrs. 1.50 | MA 1.61 |
|------------------------|--------------------|----------------------------|--------------------|
| 1 | 8,400 | 8,600 | 8,800 |
| 2 | 8,867 | 9,078 | 9,288 |
| 3 | 9,333 | 9,556 | 9,776 |
| 4 | 9,800 | 10,033 | 10,264 |
| 5 | 10,267 | 10,511 | 10,752 |
| 6 | 10,733 | 10,989 | 11,240 |
| 7 | 11,200 | 11,467 | 11,728 |
| 8 | 11,667 | 11,944 | 12,216 |
| 9 | 12,133 | 12,422 | 12,704 |
| 10 | 12,600 | 12,900 | 13,192 |
| 11 | | | 13,680 |
| 12 | | | 14,168 |

Over and above the basic salary of each teacher, the Board will contribute 5% of the teacher's salary into the retirement fund as per requirements of the Michigan Public School Employees Retirement System.

That it is expressly understood that any assignment in Schedule A, as same pertains to coaches and others shall be the sole prerogative of the Board and, as such, jobs in these categories do not in any way acquire tenure. Failure to appoint in these categories shall not be a basis for any grievance provided the Board inform said teachers in writing of any change of assignments by July 31st.

The maximum yearly salary for a non-degree teacher shall be \$100.00 less than the minimum yearly salary for a degree teacher. (BS-BA). Any substitute teacher who substitutes in a given position for more than ten consecutive days shall receive 1/185 of base pay for each additional day.

SCHEDULE "A" (con't)

**EXTRA PROJECTS BEYOND CLASSROOM TEACHING AND
OUTSIDE OF SCHOOL HOURS**

Percentages of Base Salary of \$8,400.00

| Coaches: | 1st Year | 2nd Year | 3rd Year |
|-----------------------|----------|----------|----------|
| Var. Football | 8% | 9% | 10% |
| Asst. Football | 5% | 6% | 7% |
| Jr. Var. Basketball | 5% | 6% | 7% |
| Var. Basketball | 8% | 9% | 10% |
| JV Girls Basketball | 4% | 5% | 6% |
| Var. Girls Basketball | 7% | 8% | 9% |
| Track | 5% | 6% | 7% |
| Baseball/Softball | 5% | 6% | 7% |
| Jr. High Basketball | 2% | 3% | 4% |
| OTHERS: | | | |
| Band, Pep & Marching | 8% | 9% | 10% |
| Cheerleading | 4% | 4% | 4% |
| Play Director | 2% | 2% | 2% |
| Forensics | 2% | 2% | 2% |
| Publications | 4% | 4% | 4% |
| F H A | 4% | 4% | 4% |

SCHEDULE "B"

ARTICLE II - SECTION I

Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from commencement of teaching duties, shall, as a condition of employment, pay a service fee to the Association in an amount equivalent to the dues uniformly required to be paid by members of the Kaleva-Norman-Dickson Teachers' Association; provided, however that the teacher may authorize payroll deduction for such fees in the same manner as provided in Section G above. In the event that a teacher shall not pay such service fee directly to the Association or authorize payment through payroll deductions the Board shall, at the request of the Association, terminate the employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this section is cause for discharge from employment.

The procedure in all cases of discharge for violation of this section shall be as follows:

1. The Association shall notify the teacher on non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not affected.

2. If the teacher fails to comply, the Association may file charges in writing, with the Board, and shall request termination of the teacher's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.

3. The Board, only on receipt of said charges and request of termination, shall conduct a due process hearing on said charges, and to the extent that said teacher is protected by provisions of the Michigan Tenure of Teachers Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to the discharge, the charges may be withdrawn.

The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Section of the collective agreement. The Association further agrees to indemnify the Board for any cost or damages which may be assessed against the Board as the result of said suit or action.

Any professional employees on the staff who were not members of the KNDTA during the school year 1973-74 are exempted from this provision of the contract.

SCHEDULE "B" (con't)

ARTICLE XVI - SECTION J

The Board shall provide MESSA long Term Disability Insurance for each teacher. Benefits shall begin upon termination of 90 calendar days or the teacher's sick leave whichever is greater, and continue at 60% (percent) to age 65 (sickness) or to 65 for accident, and should include the following features:

1. Monthly maximum of \$1500
2. No exclusion on mental and nervous conditions, alcohol or drug addiction.
3. Socool Security freeze
4. Rehabilitation clause (50% of rehabilitation offset)
5. Lay-off provision up to 6 months.
6. Primary Social Security offset
7. Recurrent disability clause of six (6) months
8. Three-year own occupation waiver

Any teacher who is absent because of injury or disease which arose out of or during the course of his/her employment for which he/she receives compensation under the long Term Disability Insurance program cannot receive accumulated leave benefits nor shall there be any deduction from his/her accumulated leave benefits provided for in this agreement.

SALARY SCHEDULE 1975-76

| STEPS INDEX | BA 1.50 | BA+15 Hrs. 1.50 | MA 1.61 |
|----------------|------------|--------------------|------------|
| 1 | 9,000 | 9,200 | 9,400 |
| 2 | 9,500 | 9,711 | 9,921 |
| 3 | 10,000 | 10,222 | 10,443 |
| 4 | 10,500 | 10,733 | 10,964 |
| 5 | 11,000 | 11,244 | 11,485 |
| 6 | 11,500 | 11,756 | 12,006 |
| 7 | 12,000 | 12,267 | 12,528 |
| 8 | 12,500 | 12,778 | 13,049 |
| 9 | 13,000 | 13,289 | 13,570 |
| 10 | 13,500 | 13,800 | 14,091 |
| 11 | | | 14,613 |
| 12 | | | 15,134 |