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OFFICE OF
PROFESSIONAL NEGOTIATIONS

K A L K A S K A P U B L I C S C H O O L S

K A L K A S K A , M I C H I G A N

Kalkaska Public Schools

MASTER CONTRACT

1969 - 1971

Kalkaska Public Schools

*MEA
1216 KENDALE
E. Lansing, MI 48823*

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GUIDE LINES FOR NEGOTIATIONS

The Kalkaska Education Association (herein-after referred to as the Association) and the Kalkaska Board of Education, (herein-after referred to as the Board) hereby agree that the guidelines listed below will be followed during all negotiations between the Association and The Board covering the contract arrived at by negotiations beginning May 1969.

1. The Association and the Board agree to confer in good faith in accordance with the provisions of Public Act 379 of Public Acts of 1965.
2. The Association and the Board agree that all negotiations will be conducted in executive sessions.
3. The Association and the Board agree that the chairman of Board negotiating committee and the negotiator of the Association shall be acknowledged as the "official" spokesman for the committee, though all members of both committees may participate in negotiations.
4. The Association and the Board agree that the chairman of either group may, independently, call for a caucus at any time during the negotiating sessions.
5. The Association and the Board agree that the process of tabling may be used. Tabling shall mean "the temporary suspension of negotiations on a specific item".
6. The Association and the Board agree that either party may, at it's discretion and with prior notification, bring into the negotiations any outside legal and professional advisors. Prior notification shall mean a written communication to the chairman of the group to be informed. This communication must be received at

least seventy two (72) hours before negotiating session at which the advisor will be present. Receipt of such communication must be acknowledged in writing and returned within twenty-four (24) hours to the sender.

7. The Association and the Board agree that negotiations shall take place in the Board Rooms, located in the Kaskaska Elementary Building.
8. The Association and the Board agree that all items which are negotiated and upon which tentative agreement is reached, shall be reduced to writing and incorporated into a final contract, and shall be signed by negotiators.
9. The Association and the Board agree that definite dates for meetings will be established and that all meetings shall start at 8:00 p.m. and conclude at 11:00 p.m., unless otherwise mutually agreed. The conclusion of any particular meeting may be extended beyond the limits imposed if both parties mutually agree.
10. The Association and the Board agree that not more than one (1) observer, on each side of the table, will be present at any one time. If mediation is required--number of observers present will be decided on by mutual agreement.

SIGNED:

For the Board:

Robert E. Hardy, Superintendent
Chairman

For the Association:

Charles G. Clark
Chairman

Dated May 14, 1969

MASTER AGREEMENT, KALKASKA, MICHIGAN

AGREEMENT

This Agreement is made and entered into this day
of , 1969, between the BOARD OF EDUCATION OF THE
KALKASKA PUBLIC SCHOOLS (herein-after referred to as the
"Board"), and the KALKASKA EDUCATION ASSOCIATION (herein-after
referred to as the "Association").

WITNESSETH:

WHEREAS, The laws of the State of Michigan permit
public employees and public employers to enter into
collective bargaining agreements concerning wages, hours,
and other conditions of employment; and

WHEREAS, certain understandings have been reached
which the Board and the Association desire to incorporate
into a written collective bargaining agreement.

NOW, THEREFORE, In consideration of the following
mutual covenants, it is hereby agreed as follows:

ARTICLE I - RECOGNITION

A. The Board hereby recognizes the Kalkaska Education Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all certified teaching personnel excluding non-contractual substitute teachers, the superintendent, administrative assistant, principals, and those to be employed in the Superintendent's office.

Unless otherwise indicated, the term "teachers" as used herein shall refer to all employees in the unit for bargaining as defined above. Reference to male teachers will include female teachers.

B. The Board agrees to deduct from the salary of teachers, regular periodic dues for the Association, including the Michigan Education Association (MEA) and the National Education Association (NEA) and the Antrim-Kalkaska MEA district, when voluntarily authorized in writing by each teacher desirous of having his dues deducted in accordance with the following procedure.

1. Signed authorization forms are to be delivered to the Board on or before August 15th. of the school year, provided, however, new teachers hired after August 15th, may submit a signed authorization within thirty (30) days of initial employment.

2. Such authorizations shall continue in effect unless subsequent to June 1st. and prior to September 15th. of any year, such authorization is formally revoked by the teacher in writing and copies thereof are delivered to the Association and the Board.

3. The Association will, at least fifteen (15) days prior to the beginning of each school year, give written notification to the Board of the amount of its authorized dues, and those authorized by the MEA, NEA and the A-K MEA District, which are to be deducted in that school year. The amounts of the deductions for such dues are not subject to change during the entire school year.

4. No assessments from any association will be deducted.

5. Dues for any or all of the above organizations shall be deducted together, as one deduction, in ten (10) equal installments as follows: from both the first and second pay period and on the first pay period of each month from October through May.

6. Dues deducted shall be remitted to the treasurer of the Kalkaska Education Association promptly. The treasurer of KEA will be responsible for disbursement of the A-K MEA District MEA, and the NEA dues to those organizations.

7. The Association agrees to reimburse any teacher for the amount of any dues deducted by the Board and paid to the Association which deduction is by error in excess of the proper deduction.

8. The Association will protect and save harmless the Board from any and all claims, demands, suits, and other forms of liability, including attorney's fees incurred in connection therewith, by reason of action taken or not taken by the Board for the purpose of complying this section D.

ASSOCIATION AND TEACHER RIGHTS AND RESPONSIBILITIES

A. The Association shall have the right to use school facilities and equipment in accordance with existing Board policy.

B. State and National Association officials who are not employees of the local school district shall not be permitted to visit school premises during regular scheduled school hours, except upon invitation, and notification of Administration.

C. The Association shall be provided adequate bulletin board space in a place readily accessible to teachers in each school building for the posting of notices and other materials relating to Association activities. All material posted shall relate to official business of the Association.

D.1. The Board will notify the Association in advance, of any changes in present Board policy or adoption of new Board policy not in conflict with the terms of this Agreement.

2. It is the responsibility of the Association and its representative and members to carry out administrative directives regarding the Board policies and administrative regulations, subject to the understanding that the grievance procedure shall be available if it is felt any such directive or policy is in conflict with the express terms of this Agreement. Neither the Association or its representatives shall assume Board administrative or supervisory authority.

E. The Association shall continue to have the right to participate and consult with the Board in accordance with existing Board policy on public participation.

F. Once hired, it is the responsibility of the teacher to see that he continues to be properly certified, and meets all qualifications of his position. The state code governing permanent certification and local regulations will govern.

G. In any situation of severe weather, when in the opinion of the superintendent of schools or his delegated representative, it is necessary to close schools, teachers will not be required to report for work. Similarly, if all schools are closed by the superintendent after classes have commenced because of severe weather, teachers will be permitted to leave if they so desire. However, in the event a school (or schools) is closed because of heating plant failure or other similar emergency, teachers will be subject to assignment as determined by the superintendent or his delegated representative.

H. In order to provide continuing health protection for students and other school personnel, it shall be the policy of the Kalkaska Public Schools that:

1. Upon initial employment, each employee shall provide by certification of his private physician evidence of:

- a. Such state of health that he is able to attend to assigned duties without undue absence during the ensuing year.
- b. Freedom from active tuberculosis and other communicable disease.

2. At least every year thereafter the employee will show evidence of his continued freedom from active tuberculosis by either a tuberculin test or a chest x-ray and submit said

evidence prior to reporting to work with the students, under the rules and regulations of the Michigan Department of Health, (required by Public Act 290, Public Acts of 1966).

- a. If the employee is unable to take a mantoux test a x-ray must be secured . Said doctors recommend must be placed on file in the teachers personnel file.
- b. The Board of Education will pay a sum not to exceed \$7.50 or the cost to the individual, which ever is less.
- c. A statement of cost for said x-ray must be presented to the school office.

I. The Board, may, at its discretion, require any teacher to submit to physical and or psychological or psychiatric examination at any time. Such required examination will be paid for by the Board. All such reports and findings shall be made available to the Board of Education.

ARTICLE III - BOARD RIGHTS AND RESPONSIBILITIES

- A. The Board, on it's own behalf and on behalf of the electors of the district, hereby retain and reserve unto itself, without limitation, 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;
 2. To hire all employees and subject to the provisions of law, and to determine their qualifications.
- B. Through the combined efforts of the Board, the Administration, and the faculty, they will:
1. Establish grades and courses of instruction, including special programs, provide for athletic, recreational, and social events for the students, all as deemed necessary or advisable.
 2. Decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of the teaching aids of every kind and nature.
 3. To determine class schedules, the hours of instruction and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.
- C. The exercise of the foregoing powers, rights, authority, duties and responsibilities of 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.

ARTICLE IV - WORKING CONDITIONS

A. Teaching Day. All teachers shall be in their school building and ready for work at least fifteen (15) minutes prior to the opening of the official school day. Teachers are required to remain at their place of assignment until busses leave, unless notified otherwise by the principal. When conferences are scheduled with parents and other persons interested in the welfare of the child, teachers shall remain until the conference has been completed.

1. School opening time and dismissal time will be established by the superintendent and no modification by the Board will increase the clock hours over the 1968-1969 hours.

2. Teachers may be required to attend not more than two (2) evening faculty meetings each semester if called by the building principal. Attendance at all other evening faculty meetings will be at the option of the teacher.

3. It is expected that teachers will be assigned extra-curricular activities by their principal. Teachers recognize that the responsibility to their students and their profession requires the performance of duties that involve the expenditure of time beyond that of a normal working day, including preparation for, and supervision of extra curricular student activities. Every effort possible shall be made not to exceed forty (40) hours a week for the combined teaching and extra curricular activities. Teachers will be assigned to only one non-contractual, reimbursable, time consuming, extra-curricular activity at any one period of time during the school year, as long as this activity does not cause a time conflict with other assignments. A teacher may volunteer for more than one reimbursable, time

consuming, extra curricular activity.

4. Teacher participation in extra curricular activities for which no additional compensation is paid, will be voluntary.

5. For the purpose of meeting the requirements of P.A. 154, Public Acts of 1964, Minimum Wage Law, a week for pay purposes will be considered as forty (40) hours. Extra pay duties are not included in this time period. (This does not require the teacher to be in the building or on classroom duty for this period of time).

B. Pupil Teacher Ration. The pupil-teacher-ratio shall be in conformity with the requirements of the State Aid Act and will be arrived at as provided by the Act.

C. Class Load. The Board recognizes that pupil-teacher ratio is an important aspect of a quality education program. The parties agree that class size should be lowered whenever practicable and to the extent feasible, taking into account the availability of a qualified staff, facilities, funds and state requirements. It is understood that the ultimate decision with respect to class size is the exclusive prerogative of the board, and that class size shall not be subject to grievance.

1. It is understood by the parties that the scheduled preparation period, where available, is subject to the total school program, and, as a result, such things as miscellaneous programs, field trips, testing programs, emergency class needs, and assemblies may, from time to time, be substituted for preparation time. It is expected that preparation periods will be used for such things

as thorough preparation, conferences with parents, teachers, and administrators, and special assistance to students.

2. The administration has the authority to assign teachers to substitute for absent teachers, during their conference period, or other periods when available, providing every reasonable effort has been made to secure a regular substitute teacher. (see Article XX,C.)

D. Lunch periods. Elementary teachers shall be scheduled for a duty-free lunch period of at least thirty-(30) minutes, providing however, it is understood by the parties that at all time during the noon hour there shall be at least one (1) teacher in each elementary school building who shall be available to supervise school aides, and to protect pupil health and safety.

E. Teaching Conditions. The Board agrees to keep the schools and classrooms equipped and maintained. The Board recognizes that appropriate texts, library facilities, maps and globes, laboratory equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession.

F. Teachers shall continue to have the use of typing, duplicating, stencil, and mimeograph facilities for preparation of instructional materials.

G. All teachers should attend meetings of parent-teacher building organizations, or district parent-teacher groups, if they are organized. All teachers shall attend parent-teacher conferences, in their building, and remain on duty through -out the scheduled period of meetings.

H. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide a teacher reference library in each school in the district and include therein reference materials which are requested by the teachers of that school.

I. The Board shall provide:

1. Adequate chalkboard space in every classroom.
2. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
3. Adequate attendance books, paper, pencils, pens, chalk, erasers, dictionary, and other such material required in daily teaching responsibility. (refers to teachers only)

J. The Board shall make available if possible, in each school, adequate lunchroom, restroom and lavatory facilities exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted. Provision for such facilities will be made in all future buildings.

ARTICLE V - VACANCIES, PROMOTIONS AND TRANSFERS

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of it's teachers. Requests by a teacher for transfer to a different class, building or position shall be made in writing, ON FORMS FURNISHED BY THE BOARD, a copy of which shall be filed with the superintendent and a copy may be filed with the Association. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests shall be renewed by the teacher once each year to assure active consideration by the Board.
- B. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the superintendent in his judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the school year at which time the position will be considered vacant.
- C. The Board declares its support of a policy of filling vacancies, including vacancies in supervisory positions, from within its own teaching staff. Whenever a vacancy arises or is anticipated, the superintendent shall promptly post notice of same on a bulletin board in each school building for no less than three weeks before the position is filled and notify the association. Vacancies shall be filled on the basis of the experience, competency and qualifications of the applicant, length of service in the district, and other relevant factors. Any new positions, including administrative positions shall be posted with accompanying job description. An applicant

with less service in the district shall not be awarded such position unless his qualifications shall be substantially superior. An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the instructional program. The superintendent shall notify the affected teacher and the association of the reasons for such transfer. If the teacher objects to such transfer for the reasons given, the dispute may be resolved through the professional grievance procedure.

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

RESIGNATION, DISCHARGE, OR DEMOTION

Sec. I

Teacher will discontinue his services with the Board of Education only by mutual consent after July 1st.

Written notice shall be given to the Board of Education at least sixty (60) days before the start of the ensuing school year. This resignation will be acted upon at a regular meeting of the Board of Education.

Sec. II

Article IV of the Michigan Teacher's Tenure Act will apply for discharge or demotion.

ARTICLE VI - PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. Teachers shall not be assigned outside the scope of their teaching certificates and their major or minor field of study except temporarily and for good cause, and the Association shall be so notified in each instance, along with written statement of reasons for such misassignment. Temporary shall be defined for purpose of this article as not to extend beyond the end of the current school year.
- B. The administration agrees to provide teachers with tentative teaching assignments on or before June 15th of each school year with the expressed understanding that such schedules will probably have to be revised by August 15th. Once final schedules are made known at said later date, there will be no change in such assignments until the teacher affected is notified and consulted with in advance. Provided however, all teachers shall notify the school district of a summer address at which they can be located, and if a certified letter to the teacher is not answered within ten (10) days, within the continental United States, the administrators of the district can make changes in assignments.
- C. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subjects assignment in the middle and secondary grades, will be notified by the district in accordance with paragraph B. Such changes shall be on a voluntary or temporary basis as much as possible.
- D. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in appendix, and summer school

courses, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to tenure teachers regularly employed in the district.

- E. No new teacher should be employed by the board for a regular teaching assignment who does not have a Bachelor's Degree from an accredited college or university, and a provisional or permanent certificate.
- F. The employment of teachers whose certification is based on the Michigan full year permit is to be permitted only in cases of absolute necessity or where the teacher has outstanding credentials and the association shall be so notified in each instance and the board shall indicate the extent to which it has endeavored to fill the position with a fully qualified certificated person. No person whose certificate is based on the Michigan full year permit shall be employed in a regular full-time position for more than two consecutive years.

ARTICLE VII - LEAVE POLICY

A. Maternity Leave.

1. A teacher must notify the superintendent of schools within one (1) month after determination of pregnancy.

2. A maternity leave without pay or fringe benefits may be granted for a period of one (1) fiscal school year. The employee requesting such leave should file her request in writing within three (3) months after determination of pregnancy. When the employee can furnish a physician's statement certifying her fitness to perform her tasks, she shall be allowed to continue her position until the end of the semester.

3. Eligibility for a maternity leave of absence requires a minimum of two (2) years of continuous employment by the school district immediately prior to such leave of absence.

4. A further extension of a leave of absence or a second leave of absence may be granted at the will of the Board of Education upon the recommendation of the superintendent of schools.

5. While an employee is granted a leave of absence, she shall retain the following employment rights held by her before such leave was granted:

a. The same position on the salary schedule as held when leave was granted.

b. Unused sick leave as held at the start of the leave of absence.

6. An employee on a leave of absence must give written notice to the superintendent of schools by March 15th. of the year the leave expires of her intention to return or resign unless an extension of leave or a new leave has been granted. Failure to

furnish such written notice shall constitute a notice of resignation.

7. It is understood that any teacher on such leave shall not be employed elsewhere as a full-time teacher during the period covered by the leave. If so employed, the leave is void and therefore cancelled.

B. Military Leave.

1. Military leave of absence shall be granted for teachers who are inducted or enlisted for one (1) period of enlistment for military duty in any branch of the Armed Forces of the United States.

2. Teachers on military leave shall be given the benefit of any salary increments which would have been credited to them had they remained in active service in the district, and shall be reinstated upon honorable discharge of such service in accordance with Act 145, Public Acts of 1943, and with sick leave held at the start of the leave.

3. Competent proof must be furnished that the teacher is fully qualified to perform the duties of such a position.

C. Jury Duty and/or Court Appearance

1. A leave of absence will be granted a teacher called for jury duty on court subpoena, provided that the board shall only be obligated to pay an amount equal to the difference between the teacher's salary as computed on a daily basis as set forth in Article XII-D-1 of this agreement and the daily jury duty fee paid by the court.

BEREAVEMENT

1. Each teacher will be granted three (3) days leave in the case of a death in the immediate family: father, mother, spouse or child, or spouse' immediate family.
2. A leave of one (1) day will be granted to each teacher to attend the funeral of any other near relative or friend.
3. Travel time is not to exceed five (5) days. Such time will be allowed without loss of pay.
4. Funeral leave will be granted without loss of pay or sick leave days.

D. Professional Visiting Day

1. Each teacher, upon recommendation of the principal will be granted one day to visit other schools. The purpose of this visit will be to observe some innovation in the field of teacher's interest. Teacher will suffer no loss of pay.

2. These visiting days are to be approved by the principal of the school to be visited.

3. A written report will be made on the result of such a visit to the school principal, and then a meeting may be scheduled to report and discuss such visits with the association, and/or the Board.

E. Illness In-Immediate Family

1. In the event of illness, or other emergency in the teachers immediate family , father, mother, spouse, child, or spouses immediate family. a leave of not to exceed three (3) days will be granted. If needed an extension will be granted upon application to the superintendent of schools.

2. Said leave days shall be deducted from the teachers personal sick leave accumulated time.

F. Temporary Leave of Absence

1. Temporary leave of absence may be granted for one year. This year to be without pay, but teacher shall retain his step on the salary schedule.

ARTICLE VIII - SICK LEAVE - EMERGENCY LEAVE

A. SICK LEAVE

1. All teachers regularly employed for the school year who are absent from duty because of personal illness shall be allowed annual sick leave on full daily pay at the rate of ten (10) days per year, for the first five years. These ten (10) days shall be credited to the teacher's account at the beginning of the school year. Subject to Section 5.
 - a. All teachers currently covered by this Master Agreement shall be credited with ten days (10) a year for five (5) years, subject to paragraph 3.
2. Sick leave after the first five (5) years of employment shall be allowed at the rate of five (5) days a year. These five (5) days shall be credited to the teacher's account at the beginning of each school year.
3. Each teacher shall be entitled to accumulate the unused portion of each years sick leave to a maximum of one-hundred (100) days.
4. All teachers shall follow the reporting procedures outlined by the administration at the start of the school year.
5. Sick leave shall be subject to an earned factor - sick leave will be earned at the rate of one (1) day per month and any teacher leaving the system prior to the completion of the school year will receive credit only at the above rates and will receive payroll deduction on the final paycheck for any excess days of leave used.
6. Teachers who are absent the last work day before and/or the first work day after a holiday will not be paid for that day

- unless supported by a doctor's certificate.
7. In the case of an illness or an injury compensated for by Workmen's Compensation, the teacher's pay will be the difference between his regular daily salary and the amount paid by the Workmen's Compensation Insurance. Sick leave days will be charged in the same proportion as amount paid by the Board of Education.
 8. Teachers employed on a part time basis, or for a part of the school year, will have sick leave allowance in proportion to the time employed.
 9. A statement of the teacher's sick leave account will be presented each teacher no later than the fourth Monday following Labor Day and/or the opening of the school year.
 10. A teacher reporting for duty at the beginning of his work period in the morning, who is forced to leave because of illness or accident any time after two hours of duty, will be considered absent for sick leave purposes for one half day. If forced to leave because of illness or injury, one and one-half hours after the beginning of the afternoon session, he is to be considered present the entire day, and no deduction of salary or sick leave is to be made.
 11. If a teacher is absent for a period of more than three (3) consecutive contract days he shall present a doctor's certificate covering the full period of absence for which he is to be paid.
 12. A teacher must use 60% of his accumulated sick leave and then apply to the superintendent's office for additional sick leave, not to exceed seventy (70) days at 60% of his daily pay, following a period of five (5) days when they draw from neither

their personal accumulated sick leave, or from the reserve sick leave, or

13. A teacher must use all of his accumulated sick leave and then apply to the superintendent's office for additional sick leave, not to exceed seventy (70) days at 60% of his daily pay, without a waiting period.
14. Applications to the superintendent's office for additional sick leave must be accompanied by a statement from his personal physician, stating the illness and estimated duration of the illness, at which time additional sick leave time must be granted under paragraph 12 or 13 above.
15. Article II, Paragraph I, may be applied at the Board of Education's discretion (page 6).

B. LEAVE DAY.

1. All teachers regularly employed shall be granted one (1) day of leave per year with full daily pay. Leave means an activity that requires the teachers presence during the school day, and is of such a nature that it cannot be attended to at a time when school is not in session.
2. The teacher may be asked to explain, in writing, the reason for any personal leave requested for a school day immediately before or after a holiday, week-end, or vacation period.

ARTICLE IX - GRIEVANCE PROCEDURESA. Definitions

1. A grievance is an alleged violation, misinterpretation, or misapplication of any provision of this agreement, or a personnel policy covering certified staff members.
2. The term "teacher" may include a group of teachers who are similarly affected by the grievance.
3. A "party in interest" is the person making the claim and any person required to take action or against whom the action might be taken to resolve the grievance. A "party in interest" must be under contract to the board.
4. The term "days" when used in this article shall, except when otherwise indicated, means attendance days.

B. Purpose

1. The primary purpose of the procedure set forth in this agreement is to secure, at the lowest level possible, equitable solutions to the complaints or grievance of the teachers, or groups of teachers.
2. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of such procedure.
3. The failure of an aggrieved person to proceed to the next level within the time limits set forth shall be deemed to be in acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.

C. Structure

1. There shall be a grievance committee chosen by the association.

D. Procedure

1. It is important that grievances be handled as rapidly as possible. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. However, when mutually agreed upon in writing, the time limits given below may be extended.
2. It shall be the general practice of all parties of interest to process grievances during times when they do not interfere with assigned duties.
3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be reproduced and given distribution by the school district.

Level One

- A. The teacher with a complaint or grievance shall, within sixty(60) days after its occurrence, first discuss the matter and the related factors with his principal, either directly or through his school representative, with the object of resolving the matter informally.
- B. In the event the complaint or grievance is first discussed with anyone other than the principal, he, and the association shall be appraised of such meeting, in writing. Copies of the report shall be given to both parties involved.

Level Two

- A. In the event the teacher is not satisfied with the disposition of the grievance at Level I, he may reduce the grievance to writing on the form provided, sign it, and it will be submitted to his principal by the association representative within five (5) days after the discussion in Level I.

- B. The principal shall submit an answer, in writing, within five (5) days after receipt of the written grievance. One copy of his decision shall go to the grievant and one copy to the Association representative.

Level Three

- A. In the event that the teacher is not satisfied with the disposition of the grievance at Level Two, he may, within five (5) days after receipt of the Level Two answer, appeal the grievance to the Association Grievance Committee.
- B. Any grievance appealed to the superintendent shall be appealed within five (5) days. It shall be in writing, from the Association Grievance Committee, and shall specify the facts giving rise to the grievance, the article and/or section of the agreement allegedly violated, and the relief requested. A copy of the principal's decision at Level Two shall also be included.
- C. Within ten (10) days after receipt of the appeal, the superintendent shall investigate the grievance, including giving the aggrieved teacher and the Association, Grievance Committee or its representative, a reasonable opportunity to be heard, and render his decision in writing. Within five (5) days following the meeting with the representative, a copy of his decision shall be delivered to the teacher involved, the Association Grievance Committee, and the school principal.

Level Four

- A. If the grievance is not satisfactorily resolved in Level Three, the Association Grievance Committee may, within ten (10) days after receipt of the superintendent's decision in Level Three,

appeal the grievance to the Board of Education. The appeal shall be in writing, and shall contain the reasons for the appeal and a copy of the superintendent's decision at Level Three.

- B. The appeal shall be heard at the next regularly scheduled Board meeting; and, in any event within twenty (20) days after receipt of the appeal. The Board shall investigate the grievance, including giving the aggrieved teacher and/or the Association Grievance Committee or its representative a reasonable opportunity to be heard. The Board shall render its decision, in writing, within five (5) days after holding a hearing on the appeal. A copy of the Board's decision shall be delivered to the teacher involved, to the Association Grievance Committee, and to the Superintendent of Schools.

Level Five

- A. If a satisfactory disposition of the grievance is not made as a result of mediation as provided in Level Four, or in the event of mutual agreement to by-pass Level Four, either party may, within fifteen (15) days of the disposition of Level Four, appeal the grievance to an arbitration committee which shall be composed of and shall act as follows, viz:
- B. The arbitration Committee shall consist of three members, one designated by the board, one designated by the association, and the third, who shall be chairman selected by mutual agreement of the two designated representatives within five (5) days from the date of appeal to Level Five. In the event the chairman shall not be agreed upon within five days period, the chairman shall be selected from a list of ten (10) names, by lot, five (5) each submitted by both designees.

- C. Upon selection of the arbitration committee, the committee shall be empowered to conduct informal, private hearings and take testimony regarding the grievance. 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.
- D. The arbitration committee shall conduct said informal hearings and make a disposition of a grievance within three (3) days from the date of its final hearing. The disposition shall be in writing and shall be final and binding on the parties hereto.
- E. In the event no disposition of said grievance is made within the time prescribed, the aggrieved party may process the grievance to any court of competent jurisdiction.
- F. It shall be the function of the arbitration committee and they shall be empowered, except as the powers are limited below, after due investigation, to make a decision in any grievance case brought before it, but the arbitration committee shall have no power to:
1. Add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 2. Rule on any of the following, viz:
 - a. Any claim or complaint subject to the procedure specified in the teacher's tenure act (Public Acts, Act 4, extra session of 1937, of Michigan, as amended.)
 3. The fees and expenses of the arbitration committee shall be shared equally by the parties.

G., Miscellaneous

1. Any grievance occurring during the period between the termination date of this Agreement and the effective date of the new Agreement shall not be processed.
2. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder shall be processed through the grievance procedure until resolution.
3. 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 after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
4. Notwithstanding the expiration of this agreement, any claim or grievance arising thereunder shall be processed through the grievance procedure until resolution.

ARTICLE XI - STRIKES AND SANCTIONS

- A. The Association and its members recognize that the cessation or interruption of professional services by teachers is in harmony with law and public policy.
- B. 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 are establishing a comprehensive grievance procedure under which unresolved disputes may be settled impartial by a committee of three, the parties have removed the basic cause of work interruptions 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.

ARTICLE XII - PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this agreement. Such salary schedule shall remain in effect for the designated period.
- B.1. Newly employed teachers will be given credit on the salary schedule for not to exceed five (5) steps for prior teaching experience.
2. An allowance of not to exceed two (2) steps for prior military service will be allowed. This allowance will be at a rate of not to exceed two years military service for one step on the salary schedule.
3. Allowance for prior service and prior military service is not retro-active.
- C.1 There shall be no differential in salary allowed because of sex, marriage, or dependents.
- D.1 A teacher's daily rate shall be determined by dividing his contractual salary for the year, by the contract days in the school year.
2. A teacher's hourly rate shall be determined by dividing his daily rate by eight (8) hours.
- E.1. Increments become effective September 1st of each year. Teachers entitled to such consideration shall be granted specified increments as per salary schedule and assigned to the next higher step.
2. Advancement from one schedule to another shall be effective as of September 1st, following the completion of the required academic and professional courses.

- F. 1. When a teacher begins the fifteenth (15) year of service to the Kalkaska Public Schools, including prior service allowance, they will be advanced one (1) step on the salary schedule.
2. When a teacher begins the twentieth (20) year of service to the Kalkaska Public Schools, including prior service allowance, they will be advanced an additional step on the salary schedule.
3. When a teacher begins the twenty-fifth (25) year of service, including prior service allowance, to the Kalkaska Public Schools, they will be advanced an additional step on the salary schedule.
- G. Teachers involved in extra duty assignments set forth in Schedule B, which is attached to, and incorporated in this Agreement, shall be compensated in accordance with the provisions thereof, upon the completion of the activity. A written request will be made by the teacher, to the superintendent of schools office for such reimbursement.
- H. Checks will be sent to the teacher on the first Wednesday following the second Friday of the school year, and each second Wednesday thereafter, until the contract salary is complete.
1. The contractual salary will be divided into twenty-six pays.
- I. Additional compensation for extra duty positions are on an annual basis only - tenure does not apply to such positions.
- J. Teachers will be paid bi-weekly on a twelve month basis with the following exceptions:
1. Those teachers leaving teaching to retire at the close of the first semester of the school year should receive on or before December 31 the total amount they have earned through that date.

2. Those teachers who retire at the close of the school year should receive all pay due them at that time on or before June 30th.
3. Should circumstances demand that a teacher retire during February or March, he or she should be paid in full before March 31st.

K. Teachers shall progress on the salary schedule in accordance with the following stipulations:

1. A teacher desiring to take courses, or travel experience approved by the board of education, for which credit will be given for advancement across the salary schedule should, prior to registration, discuss the program and objectives with the superintendent, who will advise the teacher of the acceptability of the planned program. If the course is approved, one copy of the program will be signed by the superintendent and returned to the teacher, and one copy of the program will be placed in the teachers' personal file. At the completion of each course transcripts shall be sent to the superintendent, by the college or university where the course was pursued. These transcripts must be requested by the teacher.
2. When a teacher expects to attend summer school or travel, for which reimbursement will be requested, written notice will be given the superintendent no later than April 30th, so that an allowance of \$250.00 for expenses can be included in the school budget. The teacher will receive this expense money upon receipt of the transcript of credits from the college or university where the courses were pursued, providing however, that a minimum of six semester hours were completed successfully.

- If more or less than six semester hours are taken, the allowance will be computed by placing the number of semester hours taken over the six semester hours, and multiplying \$250.00 by this fraction. If a teacher expects to complete sufficient approved courses by August 30th of any year, for advancement on the salary schedule, written notice shall be given the superintendent not later than April 30th, in order that the amount may be included in the school budget. The above hours must carry resident credit, or be included in an advanced degree program.
3. All travel experience must be approved by the Board of Education prior to April 30th. At this time the allowance for reimbursement will be determined by the number of credits the travel is worth and determined by the above formula. A written report will be presented to the Board upon the return, and prior to the allowance being granted.
 4. Any summer school work applied for and approved under this section will be honored upon completion as stipulated.
 5. In recognition of services to the school district, a terminal leave payment will be made as follows:
 - a. for 1969-1970 \$30.00 for each year taught in the Kalkaska Public Schools, not including prior service allowance, will be granted, providing the teacher has been employed in the school district for at least ten (10) years.
 - b. for 1970-1971, one-half (1/2%) percent of the teacher's current contract annual salary, less extra pay for extra duties, will be paid providing the teacher has been employed in the district for at least ten (10) years.

TEACHER'S COMPENSATION

Teachers required to drive personal automobiles from one school to another, in the course of their work, shall receive a car allowance of ten (10¢) cents per mile. The same allowance shall be given for use of personal cars for field trips or other business of the district. The Board shall provide liability insurance protection for teachers when their personal automobiles are used as provided in this section.

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ARTICLE XIII - PARTIAL DISABILITY

- A. In case of partial disability which may incapacitate the teacher from discharging his full teaching duties, such teachers' assignments may be adapted to his ability and proportional salary adjustment made.
- B. Certification of a medical doctor must be on file approving such assignment.
- C. Assignments shall be made at the discretion of the administration and within the area of teaching competence.

ARTICLE XIV - CONFERENCES

- A. The Board of Education shall encourage teachers to actively participate in professional conferences, in their subject matter field, and the Michigan Department of Education curriculum meetings, with no loss of pay.
- B. Reimbursement will be made for expense for professional conferences in the teacher's subject matter field and to the Michigan Department of Education curriculum meetings, at the following rates:
1. Actual railroad, plane or bus fare. Private car expense at ten (10¢) cents per mile.
 2. Meals not to exceed eight (\$8.00) dollars per day, except when specially reserved meals may exceed this amount. The extra expense will be allowed.
 3. Lodging not to exceed nine (\$9.00) dollars per day.
 4. Teachers shall suffer no loss of pay attending authorized meetings for the improvement of instruction.
 5. Requests for permission to attend professional meetings shall be approved by the principal and superintendent of schools, at least two weeks prior to the meeting.
 6. A report shall be submitted, in writing, on the activities of the conferences, with recommendations, if any, for use in the Kalkaska Public Schools.
 7. The teacher may be called upon to make an oral report to the Association and/or the Board of Education.
 8. An itemized statement of expenditures must be presented within five (5) days following the close of the meeting.

ARTICLE XV - SCHOOL DISTRICT WIDE STAFF

- A. A committee of four teachers, elected by the association and four administrators, selected by the board, will form a committee to plan for staff curriculum meetings on a district-wide basis.
- B. These meetings will address themselves to district curriculum matters, and will not replace the individual building meetings.
- C. The committee will be appointed before the third Friday of May, and will function until a new committee is appointed.
- D. Meetings will be held from 3:00 p.m. to 4:30 p.m. the second Thursday of each month, starting in September and ending after the May meeting.

ARTICLE XVI - ASSOCIATION BUSINESS

- A. Association for these articles means the K.E.A. and it's parent group.
- B. Association business will not be conducted during regular class hours.
- C. Teachers may request a leave when representing the association, without pay by the board, loss of pay per day would be 1/10 of paycheck for that period.

ARTICLE XVII - CIVIC AND PROFESSIONAL ACTIVITIES

- A. Participation in activities and programs of recognized professional organizations are considered to be the responsibility of the teachers and a necessary part of keeping professionally alert.
- B. Teachers may participate in civic affairs and take leadership in community programs as their interest directs.
- C. In fulfilling his obligation to the public, the educator shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities
- D. In fulfilling his obligation to the public, the educator shall not use institutional privileges for private gain or to promote political candidates or partisan political activities.

ARTICLE XVIII - OUTSIDE EMPLOYMENT

- A. Any teacher accepting outside employment during the school year, will notify the superintendent of schools of such employment, giving date employed, type of employment, and estimated hours to be worked during the week.
- B. If such employment interferes with the duties of the teacher, he will be notified and a recommendation will be made by the superintendent, to the teacher and to the school board, concerning his continued employment in both positions.
- C. The teacher will be granted a hearing by the Board of Education if he does not agree with the recommendation.

ARTICLE XIX - OBSERVATION AND TEACHER EVALUATION REPORT

- A. Formal evaluation report of a probationary, as well as tenure teachers shall be the responsibility of the superintendent.
- B. The building principal shall conduct the observation and evaluation and shall hold a conference with each teacher prior to submission of the evaluation report to the superintendent.
- C. Evaluation report of probationary teacher is to be made in writing to the superintendent, by the principal, at least once each semester. The teacher is to receive a copy of said evaluation report made of his status.
- D. Evaluation reports will be made on, or before, December the fifteenth ^{for probationary teachers} (15) and March first (1st) of each school year, on all teachers.
- E. Evaluation reports of tenure teachers is to be made in writing, to the superintendent, by the principal, at least once each year. The teacher is to receive a copy of the evaluation made of his status. Evaluation report will be made prior to March 1st.
- F. Observation by the principal of each probationary teacher will be made once a month up to March 1st. for a period of at least ten(10) minutes
- G. Once a month observations will be made of probationary teachers, with the teacher receiving a copy of the observation report.
- H. Observations will be placed on file in the principal's office, and be available to the administrative officials, in the principal's office.
- I. By mutual request, another administrator of this school system could evaluate a teacher.
- J. Each teacher shall have the right, upon request, ^{to review} the following items of information in his personal file:

- Annual TB report and required medical information
- All teacher evaluation reports
- Copies of annual contracts
- Teacher certificate
- A transcript of academic records
- Tenure recommendation

No material may be placed therein without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of said file.

ARTICLE XX - SUBSTITUTE TEACHER

- A. Substitute teacher's salary will be set by the board.
- B. The administration has the authority to assign teachers to substitute for absent teachers, during their conference period, or other period when available, providing every effort has been made to secure a regular substitute teacher.
- C. Such regular teacher shall receive the following rate for each period they substitute and lose their conference period:
 - 1. The first day - \$5.00 for any length period
 - 2. The second day - if a consecutive day, and each consecutive day thereafter for a short class period - \$6.00 per class
 - 3. The second day - if a consecutive day, and each consecutive day thereafter for a long class period - \$7.00 a class
 - 4. Consecutive days refer to any one school week
- D. An adequate list of qualified substitute teachers shall be maintained throughout the school year by the administration in each building.

ARTICLE XXI - TEACHER AIDES

- A. Teacher aides will be secured by the administration as conditions require.
- B. Aides will be assigned by the principal and be directly under his supervision.
- C. Aides will perform only those duties that are permitted under the State School Statutes and Rules.
- D. This article is not subject to grievance.

ARTICLE XXII - RETIREMENT

- A. A teacher reaching the age for qualification for retirement under the Social Security Act will be retired.
- B. A teacher who desires to teach beyond this retirement age will submit a request for waiver of paragraph A above, on or before March first (1) of the school year.
- C. If the Board chooses to grant this waiver, a contract will be issued on a yearly basis only. (P.A. Session 1966.)
- D. Such request for waiver must be submitted each year on or before March first (1) that the teacher desires to continue teaching in the Kalkaska Public Schools System.

ARTICLE XXIII - CODE OF ETHICS

- A. The teacher agrees to adhere to the Code of Ethics of the Education Profession. Failure to adhere to this Code may be cause for reprimand and/or disciplinary action by the recognized teacher association, or may be a factor for Board of Education action effecting a teacher's retention, election to tenure, or salary increases.
- B. The Code of Ethics of the Michigan Education Association and the National Education Association is made a part of this agreement.

CODE OF ETHICSPREAMBLE

The educator believes in the worth and dignity of man. He recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of democratic citizenship. He regards as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts his responsibility to practice his profession according to the highest ethical standards.

The educator recognizes the magnitude of the responsibility he has accepted in choosing a career in education, and engages himself, individually and collectively with other educators, to judge his colleagues, and to be judged by them, in accordance with the provisions of this code.

Principle I COMMITMENT TO THE STUDENT

The educator measures his success by the progress of each student toward realization of his potential as a worthy and effective citizen. The educator therefore works to stimulate the spirit of inquiry, the

acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals. In fulfilling his obligation to the student, the educator:

1. Shall not without just cause restrain the student from independent action in his pursuit of learning, and shall not, without just cause, deny the student access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which he bears responsibility.
3. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
4. Shall conduct professional business in such a way that he does not expose the student to unnecessary embarrassment or disparagement.
5. Shall not on the ground of race, color, creed, or national origin exclude any student from participation in or deny him benefits under any program, nor grant any discriminatory consideration or advantage.
6. Shall not use professional relationships with students for private advantage.
7. Shall keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.
8. Shall not tutor for remuneration students assigned to his classes, unless no other qualified teacher is reasonably available.

Principle II - COMMITMENT TO THE PUBLIC

The educator believes that patriotism in its highest form requires dedication to the principles of our democratic heritage. He shares with all other citizens the responsibility for the development of sound public policy and assumes full political and citizenship responsibilities. The educator bears particular responsibility for the development of policy relating to the extension of educational opportunities for all and for interpreting educational programs and policies to the public.

In fulfilling his obligation to the public, the educator--

1. Shall not misrepresent an institution or organization with which he is affiliated, and shall take adequate precautions to distinguish between his personal views and institutional or organizational views.
2. Shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.
3. Shall accept no gratuities, gifts or favors that might impair or appear to impair professional judgment, nor offer any favor, service or thing of value to obtain special advantage.

Principle III - COMMITMENT TO THE PROFESSION

The educator believes that the quality of the services of the education profession directly influences the nation and its citizens. He therefore exerts every effort to raise professional standards, to improve his services, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attracts persons worthy of the trust to careers in education. Aware of the value of united effort, he contributes actively to the support, planning, and programs of professional organizations.

In fulfilling his obligation to the profession, the educator--

1. Shall not discriminate on grounds of race, color, creed, or national origin for membership in professional organizations, nor interfere with the free participation of colleagues in the affairs of their association.
2. Shall accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.
3. Shall not use coercive means or promise special treatment in order to influence professional decisions or colleagues.
4. Shall withhold and safeguard information acquired about colleagues in the course of employment, unless disclosure serves professional purposes.
5. Shall not refuse to participate in a professional inquiry when requested by an appropriate professional association.
6. Shall provide upon the request of the aggrieved party a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
7. Shall not misrepresent his professional qualifications.
8. Shall not knowingly distort evaluations of colleagues.

Principle IV - COMMITMENT TO PROFESSIONAL EMPLOYMENT PRACTICES

The educator regards the employment agreement as a pledge to be executed in both spirit and in fact in a manner consistent in the highest ideals of professional service. He believes that a sound professional relationship with the governing boards are built upon personal integrity, dignity, and mutual respect. The educator discourages the practice of his profession by unqualified persons.

In fulfilling his obligation to professional employment practices,
the educator--

1. Shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.
2. Shall apply for a specific position only when it is known to be vacant, and shall refrain from underbidding or commenting adversely about other candidates.
3. Shall not knowingly withhold information regarding a position from an applicant, or misrepresent an assignment or conditions of employment.
4. Shall give prompt notice to the employing agency of any change of availability of service, and the employment agent shall give prompt notice of availability or nature of a position.
5. Shall not accept a position when so requested by the appropriate professional organization.
6. Shall adhere to the terms of a contract or appointment, unless these terms have been legally terminated, falsely represented, or substantially altered by unilateral action of the employing agency.
7. Shall conduct professional business through channels when available, that have been jointly approved by the professional organization and the employing agency.
8. Shall not delegate assigned tasks to unqualified personnel.
9. Shall permit no commercial exploitation of his professional position.
10. Shall use time granted for the purpose for which it is intended.

ARTICLE XXIV - ACADEMIC FREEDOM

- A. The parties seek to educate young people in the democratic tradition, to foster a 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 personalities. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.
- B. Academic Freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning subject to accepted standards of professional responsibility set forth in the Code of Ethics of the Education Profession.
- C. Freedom of individual expression will be encouraged and fair procedures will be developed to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

ARTICLE XXV EDUCATIONAL CREDIT

Any member of the professional staff may qualify for educational credit and advancement by participating in the following activities. Credit shall be determined by a committee composed of one school board member, one member of the administrative staff, and one member appointed by the Kalkaska Education Association. The committee shall assign credit equivalent to from one to eight semester hours for the afore-mentioned activities on an annual basis. Credits from an accredited institution shall be accepted as prescribed by that institution.

1. Participation in a workshop or seminar - equivalent to two semester hours of credit offered by an accredited institution.
2. Service on professional committees which meet outside school hours. (Curriculum Committee, Textbook Selection Committee, Professional Problems Committee, Advisory Committee, Self-Improvement Committee, etc.)
3. Active member of important professional committee on a regional, state or national level, participation on a professional program in a regional, state or national convention.
4. Approved work experience.
5. Travel extensive enough to warrant educational and cultural value as a teacher.
6. Publication of original research in a recognized journal, publication, or in book form.
7. Participation in a school, college or professional in-service program of at least one semester (16 hours duration.)
8. Active participation in a service capacity in an out-of-school community activity of sufficient stature and duration.

9. Others
10. Professional record - Memberships in professional organizations, professional conventions attended, and other contributions, beyond the call of duty) performed.
11. Credit earned as previously defined in Article XXV, Educational Credit for vertical or horizontal movement shall be only up to, but not including the next degree level.

ARTICLE XXVI - MAINTENANCE OF POSITION ON THE SALARY SCHEDULE

- A. The following requirements as to semester hours will date from July 1, 1966.
- B. In order to maintain the teacher position on the salary schedule they will secure the following semester hours of credit:
 - 1. Less than a degree - Six (6) semester hours toward the securing of a degree
 - 2. Bachelor's Degree - Six (6) semester hours every five (5) years
 - 3. Master's Degree - Four (4) semester hours every five (5) years
 - 4. Education Specialist Degree - Two (2) semester hours every five (5) years
- C. Teachers failing to secure the required semester hours will remain at the same salary they had at the end of the five (5) year period.
- D. Teachers failing to secure the hours will not advance on the salary schedule until the hours are earned, and only one step a year upon meeting this requirement.

ARTICLE XXVII - TEACHER'S CONTRACTS

- A. All teacher contracts shall be in writing, and signed by officers of the Board, or an authorized agent of the Board.
- B. A teacher's salary calculation sheet will be issued prior to the issuance of contracts to each teacher. These salary calculation sheets must be returned within ten (10) days following the date of issuance, as soon as negotiations are completed.
- C. Contracts will be issued simultaneously to all teachers.
- D. Contracts will be issued to all teachers fifteen (15) days following the return of the salary calculation sheets.
- E. Contracts issued to new probationary teachers will be in conformity with the Master Agreement.
- F. Contracts will be returned within ten (10) days following issue. Contracts not returned, or returned unsigned, at this time will indicate no acceptance on the part of the teacher, and the position is automatically declared vacant, and applicants may apply for the position.
- G. In case of a contract grievance, contracts may be held by the teacher until the grievance is settled.

ARTICLE XXVIII - PAYROLL DEDUCTIONS

- A. The board agrees to make voluntary deductions, upon written authorization therefor, from the salaries of the teachers for the following:
1. Membership Dues: Article I - D, I - 8 inclusive
 2. T.B.A. Education Credit Union: Upon written authorization therefor, any monies due the Traverse Bay Area Education Credit Union will be deducted from the employee, and forwarded to the T.B.A. Education Credit Union
 3. Medical Hospitalization: Monies due the Blue Cross-Blue Shield will be deducted, upon proper written authorization, and forwarded to the Blue Cross-Blue Shield.
 4. The employee's agree to hold the board harmless from any claims of excessive deductions, and to be responsible for any costs or attorney fees incurred by the board in connection therewith.

ARTICLE XXIX - SCHOOL CALENDAR

Section I. The Thursday and Friday preceding the opening of school in the fall shall be used for staff meetings. School shall open no later than the first Tuesday after Labor Day, and continue until the necessary session days, as required by the School Code, are completed.

Section II. The actual school calendar for each school year, listing vacations, no-school days, holidays, shall be set up by the administration, with the approval of the K.E.A.

Section III. Teachers services for the school year are terminated upon completion of contract days when all records are completed and filed in the office of their respective principals.

ARTICLE XXX - REDUCTION IN PERSONNEL

- A. Should substantial and unforeseen changes in student population, or other conditions, make necessary a general reduction in the number of teachers employed by the Board, the Board will retain those teachers qualified for existing teaching positions with permanent teaching certificates, and having the longest service in the district. The Board will assist any teacher released, in an effort to secure other employment. Nothing herein shall relieve the Board from fulfilling any contractive obligation pursuant to the provisions of the Michigan Teacher Tenure Act.

ARTICLE XXXI - DISTRICT ADVISORY COMMITTEE

A. The Advisory Committee shall be composed of seven members.

1. One representative from each elementary building shall be elected from and by the building members of the association, during the month of April.
2. One representative from the Middle Grades shall be elected from and by the members of the association of the building, during the month of April.
3. One representative from the high school building shall be elected from and by the members of the association of the building, during the month of April.
4. Two Board of Education members elected from and by the members of the Board of Education, during the month of April.
5. All teachers serving on the Advisory Committee must have tenure status.
6. The first committee shall have one member from Kalkaska elementary building for one year, one member from the Rapid City building for three years, and one member each from the middle grades for two years and the high school building for four years; thereafter all representatives shall be elected for a four year term.
7. The Superintendent of Schools or his representative shall act as Chairman of the Advisory Committee.

B. Purposes of the Committee

1. To safeguard professional ethics
2. To implement the mandatory teacher tenure act of the State of Michigan and the related policies of the Kalkaska Board of Education at the administrative unit level.

3. To help maintain a high standard of professional education:
 - a. By recommending to the administration and the board of education the tenure and employment status of teachers
 - b. By recommending methods of facilitating the assistance of teachers in orientation and/or professional improvement, including the long used and honored "Big Brother" "Big Sister" methods.
- C. The duties of this committee shall be as follows:
 1. The responsibility of advising the Board of Education regarding the placing of probationary teachers on tenure; the possible extension of the probationary period to three years for certain teachers; or advising against retention of a teacher.
 2. The preparation of a plan to assist probationary teachers and other teachers in maintaining satisfactory professional standards.
 3. The preparation of recommendations for changes or additions to the school personnel policies.
- D. The committee's function shall be of two types: those designated as hearings for the purpose of carrying out the work of C, par.1, and those designated as meetings for the purpose of carrying out the the work of C, paragraphs 2 and 3.
 1. Since the committee's position is strictly advisory, all deliberations pertaining to hearings shall be confidential, only formal action shall be recorded.
 2. The committee, in it's capacity as advisor to the Board of Education, will act under any of the following conditions and procedures, all of which must be submitted in writing:

- a. Upon request by the Association or Administration the Advisory Committee shall conduct necessary investigation and/or observations and make a written recommendation to the District Advisory Committee.
 - b. The Board of Education may ask the committee's advice.
 - c. The superintendent may ask the committee's advice.
 - d. The teacher, being dismissed or denied tenure, may appeal to the chairman for a hearing before this committee.
 - e. In the event that information concerning a staff member comes before the committee in any manner other than those listed above, the committee will refer the information to the chairman for referral to the principal of the building concerned.
3. Four members, including one board member, two teachers, and the superintendent or his representative shall constitute a quorum for a meeting and/or hearing of the committee. Any administrator may attend the meetings of this committee without voting privileges.
 4. The principal of the building involved shall be present at all hearings.
 5. Meetings of the committee will be called by the chairman at the request of any committee member.
 6. Decisions shall be made by a majority vote of the total membership of the committee (four of six members). All voting shall be by secret ballot. Recommendations of the committee shall be forwarded to the Board of Education. In the case of a tie, the

Board of Education shall be informed that no recommendation has been made. The superintendent or his representative shall not vote.

- E. For teachers on probation, or those on tenure, performing below satisfactory standards, a minimum of two observations and conferences shall be held with their administrator prior to any referral by the principal to the committee.
- F. An annual meeting will be held in September to organize the committee and to review the existing tenure policies.

ARTICLE XXXII - MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision of application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.
- B. In the event the Board determines to maintain a summer school program, the Board agrees to give preference to regularly employed teachers in the district who are qualified for the available summer school positions, and who have notified the superintendent of their desire to teach in the summer school program in filling such positions.
- C. Rates for summer school positions will be determined by the Board.
- D. Passes will be provided all teachers and principals to school events.

ARTICLE XXXIII - SABBATICAL LEAVE

- A. Sabbatical Leave will be discussed when contract is re-opened.

ARTICLE XXXIV - HEALTH•LIFE INSURANCE

- A. The Kalkaska Board of Education shall pay a sum equivalent to 1% of teachers salary per year toward the cost of one of the following for the school year 1969-1970:
1. Blue Cross-Blue Shield Insurance
 2. Group Life Insurance (if a group is formed)
 3. Other Health-Medical Insurance approved by the board
- B. For the year 1970-71 the sum paid will be equivalent to 2% of teachers salary for above.

DURATION OF AGREEMENT

This AGREEMENT shall be effective as of _____, 1969, and shall continue in effect until the 15th day of August, 1971. Negotiations will begin January 15, 1971. Negotiations for 1970-1971 calendar will be January 15, 1970. THIS AGREEMENT shall not be extended orally and it is expressly understood that it shall expire on the date indicated. When and if a need arises, negotiators for the current year may be called for clarification of the contract.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

By _____
It's President

By _____
It's President

By _____
It's Secretary

By _____
It's Secretary

Dated this _____ day of _____, 1969.

ARTICLE XXXV - DEPARTMENT CHAIRMEN

- A. The teachers in any department in the middle school or senior high school level shall each year select from among their numbers, a department chairman. In those departments of a school having less than five members, a department chairman shall be selected among all teachers in similar departments in the district. The department chairman shall exercise the coordination of programs and materials and shall serve as instructional liaison between teachers of the department and the school administration. Such chairman shall not be called a supervisory employee.

A P P E N D I X

Kalkaska Public Schools
1969-1971 Contract

KALKASKA PUBLIC SCHOOL
 SALARY INDEX
 9-1969

	A	B	C	D	E	F	G	H	I
1	1.000	1.025	1.050	1.075	1.100	1.125	1.150	1.175	1.200
2	1.045	1.071	1.097	1.123	1.150	1.176	1.202	1.228	1.254
3	1.090	1.117	1.144	1.171	1.199	1.226	1.254	1.281	1.308
4	1.135	1.163	1.192	1.220	1.248	1.277	1.305	1.334	1.362
5	1.180	1.210	1.239	1.268	1.298	1.327	1.357	1.387	1.416
6	1.225	1.256	1.286	1.316	1.348	1.378	1.409	1.439	1.470
7	1.270	1.302	1.333	1.365	1.397	1.429	1.461	1.492	1.524
8	1.315	1.348	1.381	1.413	1.447	1.479	1.512	1.545	1.578
9	1.360	1.394	1.428	1.461	1.496	1.530	1.564	1.598	1.632
10	1.405	1.440	1.475	1.510	1.546	1.581	1.616	1.651	1.686
15	1.450	1.486	1.522	1.558	1.595	1.631	1.668	1.704	1.740
20	1.495	1.532	1.569	1.606	1.645	1.682	1.719	1.757	1.794
25	1.540	1.578	1.617	1.655	1.694	1.732	1.771	1.810	1.848

KALKASKA PUBLIC SCHOOL

SALRAY SCHEDULE
1969-1970

	A BA	B +15	C +30	D MA	E +15	F +30	G EDS
1	6550.	6714.	6878.	7041.	7205.	7369.	7533.
2	6845.	7015.	7185.	7356.	7533.	7703.	7873.
3	7140.	7316.	7493.	7670.	7853.	8030.	8214.
4	7434.	7618.	7808.	7991.	8174.	8364.	8548.
5	7729.	7926.	8115.	8305.	8502.	8692.	8888.
6	8024.	8227.	8423.	8620.	8829.	9026.	9229.
7	8319.	8528.	8731.	8941.	9150.	9360.	9570.
8	8613.	8829.	9046.	9255.	9478.	9687.	9904.
9	8908.	9131.	9353.	9570.	9799.	10022.	10244.
10	9203.	9432.	9661.	9891.	10126.	10356.	10585.
15	9498.	9733.	9969.	10205.	10447.	10683.	10925.
20	9792.	10035.	10277.	10519.	10775.	11017.	11259.
25	10087.	10336.	10591.	10840.	11096.	11345.	11600.

Credits earned
above Ed. S. to be
figured by Index
figures.

KALKASKA PUBLIC SCHOOL
SALARY SCHEDULE
1970-1971

	A BA	B +15	C +30	D MA	E +15	F +30	G EDS
1	7000.	7175.	7350.	7525.	7700.	7875.	8050.
2	7315.	7497.	7679.	7861.	8050.	8232.	8414.
3	7630.	7819.	8009.	8197.	8393.	8582.	8778.
4	7945.	8141.	8344.	8540.	8736.	8939.	9135.
5	8260.	8470.	8673.	8876.	9086.	9289.	9499.
6	8575.	8792.	9002.	9212.	9436.	9646.	9863.
7	8890.	9114.	9331.	9555.	9779.	10003.	10227.
8	9205.	9436.	9667.	9891.	10129.	10353.	10584.
9	9520.	9758.	9996.	10227.	10472.	10710.	10948.
10	9835.	10080.	10325.	10570.	10822.	11067.	11312.
15	10150.	10402.	10654.	10906.	11165.	11417.	11676.
20	10465.	10724.	10983.	11242.	11515.	11774.	12033.
25	10780.	11046.	11319.	11585.	11858.	12124.	12397.

Credits earned above

Ed. S. to be figured
by index figures

An unexpected large
increase in State or
Federal funds available
for the General Operation
of the schools will
call for the reopening
of negotiations on this
salary schedule.

EXTRA PAY DUTIES
NON-Tenure POSITIONS

1969-1970

ACTIVITY	POSITION	% BASE SALARY
		(at Step I - Horizontal Base)
Football	Head Coach	10%
	Ass't Coach-Varsity	6%
	J.V. Coach	6%
	Ass't Coach-J.V.	6%
Basketball	Head Coach	10%
	J.V.Coach	6%
	9th Grade Coach	3.5%
	Middle Grades Coach	3%
Girl's	Basketball Coach	3%
	Cheerleader Sponsor	4%
Track	Head Coach	4%
	Ass't. Coach	2%
Cross Country	Head Coach	4%
Baseball	Head Coach	4%
Band	Director	6%
Athletic Director		7%
	(all athletic programs 6-12)	
Special Education Teacher		7%
Yearbook	Advisor	3%
	Photo-taking/developing	2%
Guidance	Director	3%
	Plus regular hourly rate for other than the regular school year	
Class Sponsor	Head Sponsor	.5%
Student Council	H.S. Sponsor	.5%
	Middle Grades	.5%
National Honor Society	Sponsor	.5%
Class Plays	Director-Sr. Play	1.3%
	Ass't-Sr. Play	1.0%
	Director-Jr.Play	1.3%
	Ass't. Jr. Play	1.0%
Golf	Head	4.0%

Social Events		% OF SALARY BASE	
Dances After Games (no preparation)	Sponsor (not to exceed 2)	--	\$7.50
Special Dances (preparation)	Sponsor (not to exceed 2)		15.00
Jr.-Sr. Prom	Sponsor	1.0%	
Jr.-Sr. Banquet	Sponsor	1.0%	
Senior Field Trip	Sponsor (not to exceed 2)	1.0%	
Above rate applies to each sponsor for items listed			
Floats (Approval of Principal required)			
	Sponsor*		10.00
*Sponsor to work with students and be present, or an adult present while work is in progress.			
Home Ec. Vocational Certificate	(to sponsor F.H.A)		500.00
Debate	Sponsor	1.0%	
Forensics	Sponsor	1.0%	

Application for reimbursement to be filed within five (5) school days following completion of activity.

Kalkaska Public Schools
1969-1971 Contract

KALKASKA PUBLIC SCHOOLS
REQUEST FOR SETTLEMENT OF GRIEVANCE

LEVEL II.

Number _____

Date of presentation to principal _____

NAME OF AGGRIEVED PERSON _____

SCHOOL _____ SUBJECT AREA _____

K.E.A. GRIEVANCE COMMITTEE REPRESENTATIVE _____

NATURE OF GRIEVANCE _____

SETTLEMENT REQUESTED _____

SIGNED _____
Aggrieved person

REPLY OF PRINCIPAL WITH RATIONALE _____

SIGNED _____
Principal Date

- Copy 1 - Principal
- Copy 2 - Aggrieved Person
- Copy 3 - K.E.A. Grievance Committee

KALKASKA PUBLIC SCHOOLS

REQUEST FOR SETTLEMENT OF GRIEVANCE

LEVEL III.

Number _____

Date of presentation to superintendent _____

NAME OF AGGRIEVED PERSON _____

SCHOOL _____ SUBJECT AREA _____

DATE OF REPLY TO LEVEL II GRIEVANCE _____

STATE REASON FOR SUBMISSION OF GRIEVANCE TO LEVEL III. _____

SETTLEMENT REQUESTED _____

COMMENTS FROM ASSOCIATION _____

SIGNED _____
K.E.A. Grievance Committee Representative

DECISION OF SUPERINTENDENT _____

SIGNED _____
Superintendent Date

- Copy 1 - Superintendent
- Copy 2 - K.E.A. Grievance Committee
- Copy 3 - Aggrieved Person

KALKASKA PUBLIC SCHOOLS
REQUEST FOR SETTLEMENT OF GRIEVANCE

LEVEL IV.

Number _____

(Copies of all previous Requests for Settlement and replies must be attached.)

DATE OF SUBMISSION TO BOARD _____

NAME OF AGGRIEVED PERSON _____

SCHOOL _____ SUBJECT AREA _____

DATE OF REPLY OF SUPERINTENDENT TO LEVEL III GRIEVANCE _____

STATE REASON FOR SUBMISSION OF GRIEVANCE TO LEVEL IV _____

RECOMMENDATION OF ASSOCIATION _____

DECISION OF BOARD OF EDUCATION _____

SIGNED _____
Pres. of Board Date

- Copy 1 - K.E.A. Grievance Committee
- Copy 2 - Board of Education
- Copy 3 - Aggrieved Person

KALKASKA PUBLIC SCHOOLS
REQUEST FOR SETTLEMENT OF GRIEVANCE

LEVEL V. Number _____

(Copies of all previous Requests For Settlement and Replies must be submitted).

DATE OF SUBMISSION TO ARBITRATION _____

NAME OF AGGRIEVED PERSON _____

SCHOOL _____ SUBJECT AREA _____

DATE OF REPLY OF BOARD OF EDUCATION TO LEVEL IV GRIEVANCE _____

STATE REASON FOR SUBMISSION TO LEVEL V. _____

DECISION OF ARBITRATORS _____

SIGNED _____
Chairman, Arbitration Committee date

- Copy 1 - K.E.A. Grievance Committee
- Copy 2 - Aggrieved Teacher
- Copy 3 - Board of Education

Kalkaska Public Schools
1969-1971 Contract

KALKASKA PUBLIC SCHOOLS

WITHDRAWAL OF GRIEVANCE

DATE OF WITHDRAWAL _____

NAME OF AGGRIEVED PERSON _____

PRESENT LEVEL OF GRIEVANCE II III IV V (Circle One)

DATE ON WHICH GRIEVANCE WAS SUBMITTED ON THIS LEVEL _____

BRIEF DESCRIPTION OF NATURE OF GRIEVANCE _____

REQUEST FOR WITHDRAWAL

I hereby request the above grievance be withdrawn from further consideration without prejudice. I acknowledge that I may not re-open this grievance.

Signed _____
Aggrieved Person

Signed _____
K.E.A. Grievance Committee Representative

- Copy 1 - Principal
- Copy 2 - K.E.A. Grievance Committee
- Copy 3 - Aggrieved Person
- Copy 4 - Superintendent

SCHOOL CALENDAR

1969-1970

August 28-29	Staff Meetings
September 2	School Opens
October 1	Regional Workshop
November 27-28	Thanksgiving
December 19	School Closes at end of P.M. session
January 5	School Opens A.M.
January 22	A.M. Tests---P.M. Marking Time
January 23	A.M. Tests---P.M. Marking Time
February 25	Regional Workshop
March 26	School closes at end of P.M. session
March 31	School Opens A.M.
June 1-2-3	A.M. Tests---P.M. Marking Time
June 4	Record Day, Report Card Marking Commencement, School Closes