

8-15-76

Kalkaska School District

A G R E E M E N T

between

Board of Education
Kalkaska Public Schools

and

Kalkaska Education Association

Kalkaska Public Schools

Kalkaska, Michigan

*Kalkaska Public Schools
Cherry Street
Kalkaska, Michigan
49646*

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A G R E E M E N T

This Agreement is made and entered into this 10th day of August 1974, between the Board of Education of the Kalkaska Public Schools (hereinafter referred to as the Board), and the Kalkaska Education Association (hereinafter referred to as the Association).

WITNESSETH:

WHEREAS, the laws of the State of Michigan permit public employee's 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. References 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) 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 notice to the Board of the amount of it's authorized dues, and those authorized by the MEA and the NEA 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, in twelve (12) equal installments from the first twelve pay periods.

6. Dues deducted shall be remitted to the treasurer of the Kalkaska Education Association promptly. The treasurer of the KEA will be responsible for disbursement to the MEA and 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 of the purpose of complying this Section B.

ARTICLE II

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 regularly 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 materials posted shall relate to official business of the Association.

D. The Board shall cause to be sent to the Association President, a copy of the agenda, minutes and material relating to the minutes, for each of its meetings, at the same time said copies are sent to the Board Members.

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 school, 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.

1. In case of snow days, exceeding five (5) days, every other snow day (beginning with the seventh (7th) day will be made up by using any available day(s) or scheduled vacation periods, or adding days at the end of the year, as necessary.

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 diseases.

2. At least every year thereafter the employee will show evidence of his continued freedom from active tuberculosis by either a tuberculin skin test, or a chest x-ray, and submit such 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, an x-ray must be secured. Said doctor's recommendation must be placed on file in the teacher's personnel file.

b. The Board of Education will pay a sum not to exceed \$7.50, or the cost to the individual, whichever is less.

c. A statement of cost for said x-ray must be presented to the school office.

I. The Board may, at it's 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 it's properties and facilities;

2. To hire all employees and subject to the provision of law, 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 the 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 classroom areas 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 all buses leave, unless notified otherwise by their 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. No modification by the Superintendent or the Board of Education will increase the clock hours over the prior school year, for any teacher.

2. Teachers may be required to attend not more than two (2) meetings each semester, if called by the building principal. Attendance at all other meetings will be at the option of the teacher. Exception to this Item will be P.T.O. meetings and staff meetings called immediately prior to or immediately after the teachers school day. (Note: Article IV-Paragraph G.)

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 the 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 reimburseable, 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 reimburseable, 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 purposes 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 Ratio 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 important as an 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 the subject of a 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 period when available, providing that every reasonable effort has been made to secure a regular substitute teacher.

(See Article XX, Sec. C)

D. Lunch Period 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 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 as funds permit. 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 use of typing, duplicating, stencil, and mimeograph facilities, for preparation of instructional materials.

G. All teachers will attend meetings of parent-teacher building organizations, or district parent-teacher conferences in their building, and remain on duty throughout 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 workroom in which smoking shall be permitted. Provision for such facilities will be made in all future buildings.

K. Complaints by Students, Teachers, and Parents Critical to Teachers

Any dispute concerning a student, parent, and teacher, involving a questionable previous decision or action taken by the teacher, shall be discussed privately between the teacher and the administrator, prior to the administrator taking action.

L. Teachers recognize the need by student teachers for actual classroom experiences. They also recognize their responsibilities for the program of instruction of their students. Acceptance of the assignment as a supervising teacher shall be voluntary. Not more than one extern teacher shall be assigned to any one supervisor, at any one time. Supervising teachers shall be tenured teachers and shall work directly with the local program coordinator to provide opportunities for the extern teachers to observe, practice, and develop the arts and skills of the profession.

ARTICLE V

VACANCIES, PROMOTIONS AND TRANSFERS

A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its 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 Superintendent and a copy may be filed with the Association. The application shall set forth the reason for the transfer, the school, grade or position sought, and the applicant's academic qualifications. Such request shall be renewed by the teacher

once each year to assure active consideration by the Board.

1. Transfer as defined

a. In elementary - - a change of grade level and/or from one building to another.

b. In secondary - - a change of grade level and/or from one building to another or from one subject to another, e.g. from Math to English.

B. Requests for transfer will be made prior to March 15th. Such requests consent to transfer and may be acted upon after consultation with the teacher. All requests expire at the beginning of the school year.

C. The Superintendent, or his designated representative, will give consideration to the preference requested, but may deny transfer if, in his opinion, it is in the best interest of the students, teacher and district.

D. Promotion is the movement of a teacher to a supervisory position. The Board will consider all qualified applicants from within or outside the district. The Board's failure to promote any teacher shall not be subject to the grievance procedure.

E. The Board declares it's support of a policy for filling 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 the bulletin board in each building, for no less than three (3) weeks before the position is filled, and notify the Association. Vacancies shall be filled on the basis of experience competency, and qualifications of the applicant, length of service in the district and other relevant factors.

F. Any teacher who shall be transferred to an administrative position or to an executive position and shall later return to a teacher's 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. 1 Teacher will discontinue his service 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. 11 Article IV of the Michigan Teacher's Tenure Act will apply for discharge or demotion.

G. New Positions

Whenever new positions are created during the period of this Agreement, the Board shall establish the job and rate of pay which shall be posted. If the Association objects to this rate of pay within thirty (30) days of such posting, the parties agree to negotiate on a new pay scale.

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 notified in each instance, along with written statement or reasons for such mis-assignment. Temporary shall be defined for the purpose of this article as not to extend beyond the end of the 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 subject 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. 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 from 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.

B. 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.

C. Bereavement

1. Each teacher will be granted three (3) days leave in case of death in the immediate family: father, mother, spouse or child, or spouse's 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 the 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 teacher's immediate family, father, mother, spouse, child, or spouse's immediate family, a leave 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 sick leave days shall be deducted from the teacher's personal sick leave accumulated time.

F. Temporary leave of Absence

1. Temporary leave of absence may be granted for one (1) year. This year to be without pay, but the teacher will 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 including maternity, shall be allowed annual sick leave on a full daily pay at the rate of ten (10) days per year. These ten (10) days shall be credited to the teacher's account at the beginning of the school year. Subject to Section 5.
2. Each teacher shall be entitled to accumulate the unused portion of each year's sick leave to a maximum of one hundred (100) days.
3. All teachers shall follow the reporting procedures outlined by the administration at the start of the school year.
4. 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 deductions on the final paycheck for any excess days of leave used.
5. 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 statement.
6. 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.
7. 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.
8. 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.
9. A teacher reporting for duty at the beginning of his work day who is forced to leave because of illness or accident any time after two (2) hours of duty, will be considered absent

for sick leave purposes for one-half day. If forced to leave because of illness or injury after two - thirds (2/3) of the working day has been completed, he is to be considered present the entire day and no deduction of sick leave or salary is to be made.

10. 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.

11. 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

12. 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.

13. Applications to the Superintendent's office for additional sick leave must be accompanied by a statement from his personal physician stating the illness, at which time the additional sick leave must be granted under paragraph 11 or 12 above.

14. Article II, Paragraph I, may be applied to the Board of Education's discretion.

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 teacher's 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. Each regularly employed teacher will be granted two (2) additional days of leave for an activity that requires the teacher's 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, provided they pay their own substitute and there is no expense to the district. This additional leave must have the approval of the Principal and a limit

may be placed on the number of regularly employed teachers absent on this leave at any one time.

ARTICLE IX

GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is an alleged violation, misinterpretation, or misapplication of a specific provision of this Agreement.
2. The term "teacher" may include a group of teachers who are similarly affected by the grievance.
3. A "party of interest" is the person or persons making the claim and any person or persons required to take action or against whom the action might be taken to resolve the grievance. A "party of interest" must be under contract to the Board at the time the grievance is filed.
4. The term "days" when used in this Article shall, except when otherwise indicated, mean 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 teacher, or group of teachers.
2. Both parties agree that these proceedings shall be kept informal and confidential as may be appropriate, at any level of such procedure.
3. The failure of an aggrieved person or persons 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. Within thirty (30) days of the time a grievance arises, the teacher either directly or accompanied by his Association representative, will present the grievance to his Principal, during such time so as not to interfere with the normal school functions. Within five (5) days after presentation of grievance, the Principal shall give his answer to the employee.

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 One, 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 completion of the discussion in Level One.

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 grievances 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 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 (5) 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 formal hearings and make disposition of a grievance within thirty (30) 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. Grievance procedures with no other remedy:
 - a. Nothing contained herein shall deny to any teacher his rights under State or Federal Constitution Laws.
 - b. No probationary teacher may use the grievance procedure in any way to appeal discharge or a decision by the Board not to renew his contract.
 - c. No tenure teacher shall use the grievance procedure beyond Level Four to dissipate any action by the Board which is applicable to the State Tenure Commission.
 - d. No teacher shall use the grievance procedure to appeal any decision of the Board or administration if such decision is handed down by a State or Federal Regulatory Commission or Agency.

ARTICLE X

STRIKE AND SANCTIONS

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 by a impartial 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 I of the Public Employment Relations Act.

ARTICLE XI

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. Outside experience - All teachers shall be given, not to exceed five (5) steps credit for prior teaching experience outside the district. Prior service experience will be at the rate of one step for each year of experience.

Military Experience - Teachers may be granted, not to exceed two (2) steps on the salary schedule for military service, provided such military service was performed after he has received a valid teaching certificate or license. But, in no event, shall military experience and outside experience exceed seven (7) steps.

Military allowance will be at the rate of not to exceed two (2) years military service for one year's allowance.

2. Allowance for prior service and prior military service is not retroactive.

C. 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. Teachers hired during the year shall have their salary calculated according to the adopted salary schedule. This figure will then be divided by the total contract days to establish a daily rate. This daily rate will be multiplied by the contract days remaining in the school year. This figure will be contracted salary figure.

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 completion of the activity. A written request will be made by the teacher to the Superintendent of Schools, for such reimbursement.

1. Extra duty reimbursements and teachers substitute pay will be submitted, in writing, on or before the fifteenth (15th) of the month, with an itemized explanation, and will be paid within the fifteen days following the submission to the Central Office.

H. The contractual salary will be divided into twenty-six (26) pays upon the request of the teacher, at the start of the school year, and approved by the Superintendent, a teacher may be paid bi-weekly on a twenty (20) pay schedule.

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 end of the first semester shall receive, on or before December 31st the total amount they have earned through the date.

2. Those teachers who retire at the close of the school year shall receive all pay due them at that time on or before June 30th.

3. Shall circumstances demand that a teacher retire during February or March, he shall 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, for which credit will be given for advancement across the salary schedule shall, prior to registration, discuss the program and objectives with the Superintendent, or designated person 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, or designated person, and returned to the teacher's personnel file. At the completion of each course, grade cards shall be supplied the Superintendent, or designated person. Reimbursement for hours earned will be made from the grade cards. If advancement is to be made horizontally (A to B to C, etc.) transcript of credits must be furnished by the teacher.

2. a. All credit hours earned prior to a degree will be applied toward that degree for salary calculation purposes.

b. Hours earned above the prior degree will be counted as credit hours above the prior degree for salary schedule purposes.

3. 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 \$45.00 a semester hour can be included in the school budget. The teacher will receive this expense money upon receipt of the transcript of credits or other satisfactory evidence, from the College or university where the courses were pursued and accepted for college credit.

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 no 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.

4. All travel experience must be approved by the Board 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.

5. Any summer school work applied for and approved under this section will be honored upon completion, as stipulated.

6. In recognition of services to the School District, a terminal leave payment will be made as follows:

a. Terminal Leave Pay shall be granted to any teacher who retires from employment with the Board at the rate of one-half (1/2%) percent of the teachers final annual contract salary, for each year employed by the Board. (Extra pay for non-tenure duties are not to be included as part of the contract salary.)

b. To be eligible for terminal leave pay, a teacher must have been employed as a teacher by the Board for a minimum of ten (10) years immediately prior to retirement, and must be qualified to receive retirement benefits under provisions of the Michigan Public School Employee's Retirement Fund Board. Sabbatical leaves, but not other leaves may be counted in determining the year of consecutive employment.

c. Terminal leave pay shall be paid in full to an eligible teacher, upon retirement.

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 thirteen (13¢) 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.

ARTICLE XII

- A. In case of partial disability which may incapacitate the teacher from discharging his full teaching duties, such teacher's 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 XIII

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 thirteen (13¢) 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 fourteen (\$14) 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 (2) 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. Teachers 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 XIV

SCHOOL DISTRICT WIDE STAFF

- A. A committee of four (4) teachers, elected by the Association and four (4) 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. The Board will schedule one district wide curriculum meeting each year, providing there are sufficient days within the calendar to meet the State's membership requirements.
- E. In order to provide for individual building curriculum meetings, the following four meetings will be implemented by the building principal and staff for the 1974-75 school year. Two hour meetings will be arranged by using the teacher's conference period plus one hour donated by the teacher.

ARTICLE XV

ASSOCIATION BUSINESS

- A. Association for these articles means the K.E.A. and its parent group.
- B. Association business will not be conducted during the 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 pay-check for that period.

ARTICLE XVI

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 political activities.

ARTICLE XVII

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 XVIII

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 the 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 prior to submission to the Superintendent.

D. Evaluation reports will be made on, or before, December 15 for probationary teachers and March 1 of each school year, on all teachers.

E. Evaluation reports of tenure teachers are 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 prior to submission to the Superintendent.

F. Observation by the principal, or other administrator, of each probationary teacher will be made at least once a month, for a period of at least ten (10) minutes. A copy of the observation report will be given to the teacher. The report shall contain positive comments, constructive criticism and suggestions for improvements if applicable.

G. Observations will be placed on file in the principal's office and be available to the administrative officials, in the principal's office.

H. 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 XIX

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 per 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 XX

TEACHER AIDES

A. Teachers 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 Status and Rules.

D. This article is not subject to grievance.

ARTICLE XXI

RETIREMENT

A. Retirement date for all teachers will be June 30th, of the school year in which they reach the age of 65.

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 1st 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 1st that the teacher desires to continue teaching in the Kalkaska Public School System.

ARTICLE XXII

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, insofar as practicable, given due consideration to the composition of student groups, student maturity, and standards of the community as relating to the subject matter.

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.

D. Teachers shall have all reasonable freedom in the implementation of the curriculum, including the right to select materials and to

determine the class needs as they relate to the curriculum. However, this does not exclude the right and obligation of the Principal to question, consult and direct whenever necessary. Individual teachers shall secure approval prior to initiating a controversial topic, speaker, or material. Any objection to use shall be forwarded to the teacher, in writing, by the Principal.

ARTICLE XXIII

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 Kankaska Education Association. The committee shall assign credit equivalent to from one to eight semester hours for the aforementioned activities on an annual basis. Credits from an accredited institution shall be accepted as prescribed by that institution. Application will be accepted within one (1) week of October 1st and/or March 1st to be acted upon by the committee within one (1) month of these dates. Those people expecting credit for travel for which they have not been reimbursed should submit a written evaluation to the committee with a statement as to the amount of credit he expects.

1. Participation in a workshop or seminar - equivalent to two (2) semester hours of credit offered by an accredited institution.
2. Service on professional committee's 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 or 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 (18 hours duration).

8. Active participation in a service capacity in an out-of-school community activity of sufficient stature and duration.

9. Professional record - memberships in professional organizations, professional conventions attended and other contributions beyond the call of duty performed.

10. Credit earned as previously defined in Article XXIII Educational Credit - for vertical or horizontal movement shall be only up to, but not including the next degree level.

ARTICLE XXIV

MAINTENANCE OF POSITION ON 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. Bachelor's Degree - Six (6) semester hours every five (5) years, at least 1/3 of which must be college credit.

2. Master's Degree - Four (4) semester hours every five (5) years, at least 1/3 of which must be college credit.

3. Education Specialist's Degree - or Second Master Degree (in assigned teacher's field) - Two (2) semester hours every five (5) years, at least 1/3 of which shall be college credit.

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 XXV

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 XXVI

PAYROLL DEDUCTIONS

- A. The Board agrees to make voluntary deductions, upon written authorization therefore, from the salaries of the teachers for the following:
1. Membership dues: Article I - B, I - 8 inclusive.
 2. T.B.A. Education Credit Union: Upon written authorization therefore, 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, M.E.S.S.A. or other appropriate insurance will be deducted, upon written authorization, and forwarded to the appropriate agency.
 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 XXVII

SCHOOL CALENDAR

- A. The school calendar will meet legal requirements for membership days, plus any days agreed to in this Master Contract.
- B. There shall be holidays allowed at Labor Day, Thanksgiving Day, Christmas and New Year's Day, Good Friday, Easter, Memorial Day and any other days provided by the school code.
- C. Teachers services for the school year are terminated upon the

completion of contract days, when all records are completed and filed in the office of their respective principal.

August 29	New teachers begin
August 30	All teachers begin
August 31 - Sept. 1, 2,	3 Day week-end
September 3	Classes begin
November 28-29	Thanksgiving vacation
December 20	School dismissed at regular time
December 21 - January 1	Christmas vacation
January 2	School resumes at regular time
March 27	School dismissed at regular time
March 28 - April 2	Easter vacation
April 3	School resumes at regular time
April 25	School dismissed for Trout Friday
May 26	Memorial Day recess
May 27	School resumes at regular time
June 6	Last day of school

184 - Regular staff

185 - New staff

ARTICLE XXVIII

REDUCTION IN PERSONNEL

A. In the event a reduction in staff is necessary due to a decrease in students, educational revision, or budgetary or financial consideration, the following shall be applied:

1. Teachers who are best qualified will be retained. Qualification will be based on length of service in the district, teaching experience and academic preparation.
2. When the Board establishes the actual number of teachers to be affected, the Central Administration will determine the list of people to be laid off.
3. Inasmuch as possible, normal attrition will be used. That is, teachers who resign will not be replaced, or the position will be filled from within the district if there are qualified teachers available in the district.

4. The District Advisory Committee will make recommendations following guidelines in this Article, regarding the teachers to release.

5. Teachers who are laid off will be called back in reverse order of layoff to fill openings as they arise and the teacher is qualified. When a teacher is notified of an opening he will immediately state if he is available and able to take the position. He must accept in five (5) days, or his name will be removed from the seniority list.

ARTICLE XXIX

DISTRICT ADVISORY COMMITTEE

A. The Advisory Committee shall be composed of seven (7) 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

3. The preparation of recommendations for changes or additions to the school personnel policies.

D. The committee's function shall be of two (2) 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 work of C, Par. 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 (4) members, including one Board member, two (2) 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. The Superintendent or his representative shall not vote except to break a tie vote.

E. For teachers on probation, or those on tenure, performing below satisfactory standards, a minimum of two (2) 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 XXX

MISCELLANEOUS PROVISIONS

A. If any provisions of this Agreement, or any application of the Agreement, to any teacher or group of teachers, should be found contrary to law by a court of last resort, of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, or to any rule or regulation of the State Department of Education from which rule or regulation no appeal has been taken within the time provided for doing so, then said provision or application shall be deemed invalid, except to the extent permitted by law, but all other provisions here of 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 principals, teachers and their spouses for school events.
- E. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and the understanding and agreements arrived at the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly, waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.
- F. No one that does not require certification as a teacher, in position, is covered by this contract.

ARTICLE XXXI

SABBATICAL LEAVE

- A. Sabbatical leave shall be interpreted as leave from active duty, granted to any teacher after seven (7) years service in the Kalkaska Public School System (or schools becoming a part of the system, prior to the date of this contract), for the purpose of improving instruction in the Kalkaska Public Schools. Sabbatical leave may be granted for a period of one year or one semester, as may be recommended by the Superintendent of Schools. Final approval of those applicants selected by the Superintendent will be made by the Board of Education at the January Board meeting.
- B. The application for Sabbatical leave must be submitted, in writing, to the Superintendent on or before December 15.

- C. Before approval is given, a qualified, acceptable replacement must be available for the period for which the leave is to be granted.
- D. Renumeration to a teacher granted such leave shall be at the rate of one-half (1/2) the yearly salary and payment shall be made on a regular payroll basis of twenty (20) or twenty six (26) pays.
1. One percent (1%) to the nearest whole number, of the staff members may be on sabbatical leave at any one time. This does not guarantee any particular number of sabbatical leaves as the selection of individual teachers remains solely at the discretion of the Board. If no applicants qualify, no leaves will be granted.
- E. In determining its recommendations or requests for sabbatical leave, the Superintendent will base decision on the following basis:
1. The extent of the applicant's professional study, growth, contribution and successful services during the preceding years.
 2. The extent to which plans submitted for use of time while on leave are definite and educationally constructive.
 3. Length of period of active service in the Kalkaska Public School System.
 4. Reasonable and equitable distribution of application among the different levels and departments levels and departments in the system.
 5. Order in which applications are received.
- F. Upon return from sabbatical leave, the teacher must submit an appropriate report to the Superintendent. If an abuse of the leave is apparent, the teacher shall reimburse the school district for an average appropriate amount of monies paid while on sabbatical leave and the right of return to the system shall be considered forfeited.
- G. Increment in the salary schedule and sick leave credit shall accrue and be granted when the sabbatical leave is completed.
- H. A teacher, upon completion of a sabbatical leave, shall return to the Kalkaska Public School System for a period of at least one school year.
- I. A teacher not returning to the Kalkaska Public School System for reasons other than health, upon completion of sabbatical leave, shall reimburse the Kalkaska Board of Education for all monies received from them during this leave.

- J. Each applicant will receive a written response to the application.
- K. Upon return, the Board of Education shall place the teacher in the same position held before the leave.
- L. If sabbatical leave is granted, all other provisions of reimbursement for educational travel credits will be forfeited during the period of the sabbatical.

ARTICLE XXXII

HEALTH AND LIFE INSURANCE

Five (5%) percent of teacher's salary, or full coverage, whichever is the lesser, on one (1) policy per family, for medical-hospital insurance, will be paid by the Board of Education.

Companies will be limited to the Blue Cross - Blue Shield or M.E.S.S.A.

Any other Health-Medical Insurance must be approved by the Board of Education.

ARTICLE XXXIII

DEPARTMENT CHAIRMEN

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 (5) 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 teacher of the department and the school administration. Such chairman shall not be called a supervisory employee.

ARTICLE XXXIV

DURATION OF AGREEMENT

This Agreement shall be effective August 16, 1974 and shall continue in effect until August 15, 1976. The parties further agree that no sooner than April 1, 1975, nor later than June 30, 1975, either side may, upon proper notice, re-open negotiations on the Salary Schedule, Fringe Benifits, and calendar only, for the 1975-76 School Year.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Board of Education

Education Association

By _____
It's President

By _____
It's President

By _____
It's Secretary

By _____
It's Secretary

Dated this _____ day of _____, 197_.

SALARY SCHEDULE

1974-1975

BASE 8400

	A B.A.	B B.A. +18	C M.A./S	D M.A.+15	E M.A.+30
1.	8400	8750	9100	9450	9800
2.	8850	9200	9550	9900	10250
3.	9300	9650	10000	10350	10700
4.	9750	10100	10450	10800	11150
5.	10200	10550	10900	11250	11600
6.	10650	11000	11350	11700	12050
7.	11100	11450	11800	12150	12500
8.	11550	11900	12250	12600	12950
9.	12000	12350	12700	13050	13400
10.	12450	12800	13150	13500	13850
11.	12900	13250	13600	13950	14300
12.			14050	14400	14750

SALARY INDEX

1974-1975

	A B.A./B.S.	B B.A. +18	C M.A./S	D M.A. +15	E M.A.+30
1.	1.0000	1.0417	1.0833	1.1250	1.1667
2.	1.0536	1.0952	1.1369	1.1786	1.2202
3.	1.1071	1.1488	1.1905	1.2321	1.2738
4.	1.1607	1.2024	1.2440	1.2857	1.3274
5.	1.2143	1.2560	1.2976	1.3393	1.3810
6.	1.2679	1.3095	1.3512	1.3929	1.4345
7.	1.3214	1.3631	1.4048	1.4464	1.4881
8.	1.3750	1.4167	1.4583	1.5000	1.5167
9.	1.4286	1.4702	1.5119	1.5536	1.5952
10.	1.4821	1.5238	1.5655	1.6071	1.6488
11.	1.5357	1.5774	1.6190	1.6607	1.7042
12.			1.6726	1.7143	1.7560

Note: All teachers employed in the District for the 1974-75 school year will be placed on the salary schedule track which they have completed requirements for as of September 1, 1974, based

on the following:

- A - BA/S
- B - BA/S+15
- C - BA/S+30 or MA/S
- D - MA/S+15
- E - MA/S+30

and will not be reduced by track in the future.

A. The Parties agree that because the requirements have been changed in 1974-75 Salary Schedule for qualifications to Column B or C that any teacher qualifying as of September 1974 by virtue of being employed at the Kalkaska Schools and having qualified under the previous agreement or by having the Bachelor's Degree plus 15 hours or the Master's Degree plus 30 hours will remain on Schedule B or C during their employment at the Kalkaska Public Schools and will not be reduced to a lower paying qualification by virtue of the change in the qualifications for payment on these scales.

B. Extra Pay for Extra Duties

1. All extra pay assignments are non-tenure assignments.
2. Pay for all activities listed in Schedule I will be determined by multiplying the salary at the appropriate step on the B.A. scale by the percentage assigned to the position.
3. Pay for all activities listed in Schedule II will be determined by multiplying the salary at the appropriate degree level, Step I, by the percentage assigned to the position.
4. Pay for activities listed in Schedule III will be the flat rate as listed, if duty is necessary for teaching position, and work assignment.

C. Payments and Deductions

1. Salary payment will be made on the first Wednesday after the second Friday of the school year, and every second Wednesday thereafter until contract is paid in full.
2. Mandatory deductions:
 - a. Withholding tax
 - b. Retirement and Social Security
3. Voluntary Deductions
 - a. Blue Cross - Blue Shield

- b. MESSA Health - Medical Insurance
- c. MEA - NEA Local Association Dues
- d. TBA Credit Union
- e. Tax Sheltered Annuities

EXTRA PAY DUTIES

NON-TENURE

SCHEDULE I

Activity	Position	Percentage of BA Step on Salary Schedule (Col.A) (vertical)
		(Step implies years of ex- perience in given activity)
Athletic Director	All Athletic Programs	10%
Band Director	Director	6%
Baseball	Head Coach	4%
Basketball	Head Coach	10%
	J.V. Coach	6%
	Each Assistant	5%
	Girls - Head Coach	4%
	Girls - Assistant	2%
Cheerleader	Sponsor-Varsity	3%
	Freshmen	2%
	Middle Grades	2%
Cross Country	Head Coach	4%
	Girls	3%
Football	Head Coach	10%
	Each Assistant	6%
	8th Grade	4%
	8th Grade Assistant	2%
Wrestling	Boy's	6%
	J.V. Assistant	4%
Girl's Athletic Assoc.	Director-Coach	4%
Golf	Varsity	4%
	Girls	4%
Spring Sports	Assistant (two only)	2% each
Track	Varsity	4%
	Girls	3%
		Percentage of Step I on Salary Schedule (Horizontal)
Class Plays	Sr. Play Director (1 person)	1.3%
	Assistant (1 only)	1.0%
	Jr. Play Director (1 person)	1.3%

	Assistant (1 only)	1.0%
Class Sponsor	Head Sponsor	1.0%
Debate	Sponsor	1.0%
Jr. - Sr. Banquet	Sponsor (1 person)	1.0%
Jr. - Sr. Prom	Sponsor (1 person)	1.0%
National Honor Society	Sponsor	.5%
Senior Field Trip Sponsor (not to exceed 4)		.5%
Student Council	Sponsor	
	High School	2%
	Middle Grades	1%
Yearbook	Sponsor	3%
	Photo-taking/developing	2%
Activity	Position	Reimbursement
Dances - after games	Sponsor (2 only)	\$7.50 each
Dances - Special	Sponsor (2 only)	\$15.00 each
	Homecoming	
	Halloween	
	Thanksgiving	
	Christmas	
Floats	Approval of Principal of Building required. Sponsor to work with students and be present or see that an adult is present while any work is in progress. (1 sponsor per float)	\$10.00 each
Vocational Certificate (if used)		\$500.00

Application for reimbursement must be made within five (5) days of completion of activity.

(Explanation - Completion means all items taken care of that were used by, and for, the activity.)

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 _____
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 Rep.

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 _____
President 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 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 _____ Date
Chairman, Arbitration Committee

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

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 Repres.

Copy 1 - Principal

Copy 2 - K.E.A. Grievance Committee

Copy 3 - Aggrieved Person

Copy 4 - Superintendent