

Q 66-67

KENOWA Bd. of Ed.

MASTER CONTRACT

KENOWA HILLS BOARD OF EDUCATION

and

KENOWA HILLS EDUCATION ASSOCIATION

WHEA

1216 KENDALE

E. LANS., MI:
48929

INDEX

TITLE	ARTICLE NO.	PAGE NO.
Recognition	I	1
Teachers Rights	II	6
Board of Education Rights	III	7
School Calendar	IV	7
Teaching Hours	V	8
Teaching Loads	VI	8
Assignments	VII	8
Vacancies and Promotions	VIII	9
Transfers	IX	9
Leaves of Absence	X	9
Protection of Teachers	XI	10
Sick Leave	XII	11
Substitute Teaching	XIII	12
Study Committee	XIV	12
Code of Ethics	XV	12
Teacher Evaluation	XVI	13
Extra Duties	XVII	13
Grievance Procedures	XVIII	14
Insurance & Professional Dues	XIX	17
Professional Compensation	XX	17
Retirement Age	XXI	17
Individual Contracts	XXII	17
Promulgation	XXIII	18
Continuity Clause	XXIV	18
No Interruption of Education Clause	XXV	18
Duration of Contract	XXVI	18

Choose preamble you desire.

AGREEMENT BETWEEN KENOWA HILLS PUBLIC SCHOOLS,
KENT AND OTTAWA COUNTIES, MICHIGAN AND THE
KENOWA HILLS EDUCATION ASSOCIATION

This agreement entered into this _____ day of _____, 1966, between Kenowa Hills Public Schools, Kent and Ottawa Counties, Michigan, hereinafter called "DISTRICT" and the Kenowa Hills Education Association, hereinafter called "ASSOCIATION", WITNESSETH:

P R E A M B L E

WHEREAS, At a lawful meeting thereof held on November 11, 1965, District's Board of Education adopted the following PREAMBLE and resolution:

"Member Johnson, supported by member Dausman, moved the adoption of the following preamble and resolution:

"WHEREAS:

(1) Section 11 of Act No. 336, PA 1947, as added by Act No. 379, PA 1965, requires a public employer to recognize a representative designated or selected for purposes of collective bargaining by a majority of the public employees in an appropriate unit as the exclusive collective bargaining representative of all public employees in such unit; and

(2) The Kenowa Hills Education Association, a chapter of the Michigan Education Association, has requested that this board of education recognize it as the representative for the purpose of collective bargaining for the employees of this school district in a unit defined as "the professional staff, exclusive of those in supervisory or executive positions" and that the term "professional staff, exclusive of those in supervisory or executive positions" means only classroom teachers and guidance counsellors, and does not include the elementary or high school principals, the guidance director, the director of services, the assistant superintendent of personnel, the assistant superintendent of instruction or the superintendent of schools; and

(3) The Kenowa Hills Education Association has filed with this board of education a certified copy of the minutes of its September 23, 1965 meeting, from which it appears that there were 81 members of said Association present and that such members voted unanimously for the selection and designation of said Association as their exclusive collective bargaining representative:

"RESOLVED, That:

1. This board of education hereby determines that those persons employed by this school district as the professional staff, exclusive of those in supervisory or executive positions, as the

term "professional staff, exclusive of those in supervisory or executive positions" is defined in paragraph (2) of the preamble hereof, constitutes an appropriate unit for collective bargaining purposes.

2. This board of education hereby determines that the Kenowa Hills Education Association, a chapter of the Michigan Education Association, was selected by a majority of this school district's employees in such unit as their exclusive collective bargaining representative.

3. This board of education hereby recognizes the Kenowa Hills Education Association, a chapter of the Michigan Education Association, as the exclusive collective bargaining representative for the employees of this school district in such unit.

4. This does not preclude the District's right to add or delete duties, as needed, from the following job descriptions:

"Description of Positions:

"1. Superintendent

- a. To recommend in writing all teachers necessary for the schools and to suspend any teacher for cause until the board may consider such suspension.
- b. To classify and control promotion of pupils.
- c. To recommend to the board the best methods of arranging the course of study and the proper textbooks to be used.
- d. To make reports in writing to the board and superintendent of public instruction annually or oftener if required in regard to all matters pertaining to the educational interest of the district.
- e. To supervise and direct the work of the teachers and other employees of the board.
- f. To assist the board in all matters pertaining to the general welfare of the school and to perform such other duties as the board may determine.
- g. To put into practice the educational policies of the State and of the board in accordance with the means provided by the board.

"2. Assistant Superintendent for Instruction

- a. Responsible directly to the superintendent for the maintaining and improvement of the curriculum of the school district. He

shall supervise the special education, testing program, curriculum studies, textbook selections and shall submit evaluations of the staff and the program to the superintendent.

" 3. Assistant Superintendent for Personnel

a. Responsible directly to the superintendent for all phases of personnel. He shall be responsible for the maintaining of a qualified and competent staff and for the recruitment of new teachers as vacancies exists. The area of his responsibility shall include staff relations, attendance, and implementation of the personnel policy as adopted by the board of education.

" 4. High School Principal

a. To develop and maintain an adequate curriculum according to the needs of the students and community under the guidelines as set forth in the Educational Philosophy of the School and the policies of the board of education.

b. To supervise all phases of instruction in the grades under his supervision.

c. To organize and control the extra-curriculum program.

d. To make such reports as required by the superintendent and the board of education.

e. To collect all student fees as required by the board of education.

f. To assist the assistant superintendent for personnel in selecting new staff members.

g. To be responsible for the discipline of all students and to refer disciplinary cases which may require the expelling from school of a student to the board of education.

h. To have the responsibility for the interscholastic athletic program and student eligibility for the athletic program. To delegate the general administration of this program to the athletic director.

i. To keep the superintendent informed concerning the conditions and activities of the school.

j. To have the responsibility for the classification, promotion and retention of students.

k. To order supplies, textbooks and equipment with the approval of the superintendent.

l. To develop an understanding of individual teacher's assignments and responsibilities so that the potential of each teacher is used most effectively.

m. To maintain and promote conditions and practices which promote the health, safety and welfare of all school personnel.

n. To be responsible for the development and maintenance of good public relations within the community.

o. To evaluate the professional competency of the teachers by class visitation and general observation and to make such reports to the superintendent as required. He shall work closely with the teachers where improvement is needed, and, in so far as possible attempt to make evaluation a co-operative teacher-principal activity.

p. To provide an adequate system of record keeping for all student scholastic records.

q. To secure substitutes for absent teachers.

r. To be an ex officio member of all parents' groups organized to supplement the secondary program.

s. To maintain a clean and safe building through the services of the head custodian.

t. To assist the director of services in maintaining proper and safe student conduct on the school buses.

u. To assist the director of services in maintaining a proper and healthful cafeteria program.

v. To see that all student funds are properly handled through the Activity Fund treasurer.

w. To perform such other duties as assigned by the superintendent.

" 5. Assistant Secondary Principal

a. To co-operatively work with the principal in such a manner that there may be effective time utilization by both officers. In general, the assistant principalship is a position of responsibility and leadership, and responsibilities assigned to this position should represent a cross section of administrative responsibilities of the school.

" 6. Elementary Principals

a. Submit all orders for supplies and books to district office.

- b. Advise district office when repairs are needed or when services of maintenance workers are needed.
- c. Submit weekly schedule of activities to district office.
- d. Keep records up to date.
- e. Promote and maintain good parent-teacher relationships.
- f. Establish and maintain good communication with the community.
- g. Co-operate with the teachers in regard to discipline.
- h. Collect money from teachers and bring it to the district office.
- i. Schedule teachers' meetings.
- j. See that each staff member has an equitable amount of class and extra-class work.
- k. Evaluate teachers.
- l. Oversee establishment of school exhibits, assemblies, etc.
- m. Direct regular fire drills.
- n. Oversee attendance.

"7. Director of Guidance

- a. The general supervision of the guidance department of the high school, and the direct supervision and assignment of all duties of the guidance and secretarial personnel in the department.
- b. The proper administration of the five basic guidance services: Individual inventory service, information service, counseling service, placement service and evaluation service.
- c. The administering, or arranging for the administration, of the testing program in the high school and the interpretation of test results to the administration and the interpretation of test results to the administration and faculty.
- d. The performance by departmental personnel of any duties connected with guidance in the high school, as interpreted by the director of guidance and the high school principal and assistant principal.
- e. Working with outside referral sources and agencies in the community who can provide selected services to Kenowa students and teachers.

f. Evaluation of counselors in co-operation with the building principal.

"8. Director of Services

a. Supervision of audio visual program of school system and in charge of purchasing, usage, and maintenance of equipment.

9. b. Supervision of the hot lunch program. Direct supervision of personnel, purchasing, sanitation and general administrative procedures.

c. Supervision of the transportation program.

(1) Establishment of bus routes, maps and reports as required by the State of Michigan.

(2) Public relations with parents concerning transportation and maintenance of discipline on the buses concerning the pupils.

d. Supervision of the National Defense Education Act in ordering and processing claims concerning Federal Aid.

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT BETWEEN KENOWA HILLS PUBLIC SCHOOLS,
KENT AND OTTAWA COUNTIES, MICHIGAN AND THE
KENOWA HILLS EDUCATION ASSOCIATION

This agreement entered into this _____ day of _____, 1966, between Kenowa Hills Public Schools, Kent and Ottawa Counties, Michigan, hereinafter called "DISTRICT" and the Kenowa Hills Education Association, hereinafter called "ASSOCIATION", WITNESSETH:

P R E A M B L E

WHEREAS:

1. The laws of the State of Michigan require a public employer to recognize and to bargain collectively with a representative designated or selected for purposes of collective bargaining by the majority of its employees in an unit appropriate for such purpose; and
2. District's employees in an unit defined as "the professional staff, exclusive of those in supervisory or executive positions" (the term "professional staff, exclusive of those in supervisory and executive positions" meaning only classroom teachers and guidance counsellors and not elementary or high school principals, the guidance director, the director of services, the assistant superintendent of personnel, the assistant superintendent of instruction or the superintendent of schools) has designated Association as its exclusive collective bargaining representative; and
3. District has recognized Association as the exclusive collective bargaining representative for its employees in said unit; and
4. The parties through their respective representatives have negotiated and have reached an agreement with respect to wages, hours, and other terms and conditions of employment; and
5. The parties wish to incorporate such agreement into an executed written contract.

NOW, THEREFORE, the District and Association hereby agree as follows:

Article I

Recognition

Section 1 The District agrees not to negotiate with any teacher's organization other than the Kenowa Hills Education Association for the duration of this agreement.

Section 2 This agreement shall not be effective until approved as to form by counsel for the Michigan Education Association, whose approval shall be noted thereon. Such approval shall in no way constitute the M.E.A. or its counsel a party to this agreement, which shall be exclusively between the Board and Association named in the first paragraph of this agreement.

Section 3 - If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent of that permitted by law. All other provisions or applications shall continue in full force and effect.

Article II

Teacher Rights

Section 4 In accordance with Act 379 of the Public Acts of 1965 the District hereby agrees that every employee covered by this agreement shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment. The District agrees that it will not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by law. The District agrees that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership or active participation in the Kenowa Education Association.

Section 5 The Association and its members shall have the right to use school building facilities at all reasonable hours after regular school hours for meetings. Bulletin boards and other established media of communication within the School buildings shall be available to the Association and its members.

Section 6 The District agrees to make available to the Association in response to reasonable requests from time to time all available information pertinent to the financial resources of the district, tentative budgetary requirements and allocations, and such other information as will assist the Association in developing accurate, equitable and constructive programs for mutual consideration. Information shall also be released by both parties which is deemed necessary for proper and expedient processing of complaints and grievances.

Article II

Teacher Rights

Section 7 The District recognizes the right of its employees to place items of controversy before the State LABOR MEDIATION BOARD.

Section 8 Nothing contained in this agreement shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws. The rights granted hereunder shall be deemed to be in addition to those provided elsewhere.

Article III

Board of Education Rights

Section 9 The Districts Board of Education Being charged by law w/ the responsibility for policy making, the Board of Education maintains its right and the right of its administrative staff to have such rules and regulations as are necessary for the school system to function and to be maintained properly, smoothly and efficiently, subject to provisions of contract.

Section 10 Districts Board of Education Being charged by law to be the local governing body of this school district, Board of Education shall have the right to determine and develop the philosophy of education and the Association agrees to use this philosophy as the basis for all teaching within the provisions of the contract.

Section 11 The process of labor mediation and negotiation shall not alleviate an employee's responsibility from subscribing to the professional code of ethics of this school system as defined in the written policies.

Section 12 Districts Board of Education Being charged with the responsibility of providing the best educational program possible for every child, the District

has the right to expect each teacher to assume his professional obligations of working to the best of his ability at all times.

Article IV

School Calendar

Section 13 Teachers contract shall be limited to 185 contract calendar days. Should the school term exceed the above limit each teacher shall receive an additional payment of 1/185 of his current contract wage for each additional day of duty.

Section 14 The term "Contract calendar days" is defined as ¹/_{day} on which a teacher is required to report for service.

Section In no case shall this calendar be contrary to standards set by the Department of Education, and North Central Accreditation.

Article V

Teaching Hours

Section 16 Teachers are encouraged to attend school events. Teachers attendance will be required at staff meetings.

Section 17 Teachers shall arrive at school at least fifteen(15) minutes before classes begin and stay at school at least one-half hour after school is dismissed.

Section 18 The Association agrees that professional the proper discharge of a teacher's responsibility to his students and the school district will require him to devote time outside normal school hours to prepare lessons and plans, grade papers, attend staff and PTA meetings, curriculum meetings, parental meetings, etc., and agree that such professional responsibilities will be met.

Section 19 Elementary teachers are entitled to a duty free lunch period of not less than fifty(50) minutes per day.

Section 20 Secondary teachers are entitled to a duty free lunch period of not less than twenty-five (25) minutes per day.

Article VI

Teaching Loads

Section 21 The maximum number of pupils in an elementary classroom will not exceed 32 unless the teacher is paid additional salary. If an elementary classroom exceeds 32 pupils, the teacher will be paid additional salary at the rate of \$1.00 per excess pupil per day for attendance days only.

Section 22 Secondary teachers, except typing, physical education and music teachers, shall not be required to teach more than a daily average per week of 150 pupils.

Article VII

Assignments

Section 23 It is recognized that best educational results are achieved when teachers work in their area of competence as shown by the scope of their teaching certificates or major or minor fields of study. The District agrees that so far as reasonably possible under existing circumstances, teaching assignments will be made on this basis.

Section 24 Teacher affected by a change in grade or subject assignment will be notified and consulted by his principal as soon as practicable. Such changes shall be voluntary to the extent feasible.

District will make

Section 25 Every effort to avoid assigning elementary school teachers to different grade level unless the teacher requests such a change or abides by a reasonable request for such a change.

by a teacher for a his

Section 26 Any request/ change of assignment shall be made to building principal by May 1.

Article VIII

Vacancies and Promotions

Section 27 Whenever a vacancy in any professional position in the district occurs, the Dist. shall give written notice of such vacancy to the Association and postnotice in every school building. No vacancy shall be filled except in case of emergency on a temporary basis, until vacancy shall have been posted for fifteen days. notice of such

Section 28 Any qualified teacher may apply for the vacant position. In filling the position, the Dist. agrees to give due weight to the professional background and attainments of all applicant; the time spent in the school system of the district and other such relevant factors. The Board agrees to give primary consideration to internal applicants where qualifications for promotion or change are present.

Section 29 Consistent with the Dist.'s Bd. of Ed. and teachers associations basic purpose of providing a quality education for the children such vacancies shall be filled by the Dist. with the best qualified person available.

Article IX

Transfers

Section 30 The parties agree that unrequested transfers of teachers shall be minimized and avoided wherever possible. Requested transfers by teachers will be given careful consideration.

Section 31 Teachers transferred to a supervisory and or executive position and later returning to teacher status shall be entitled to all benefits and protection that this agreement affords.

Article X

Leaves of Absence

Section 32 Leave of absence for any reason shall be subject to approval of the District. Upon return from a leave of absence the teacher shall be employed in the first position open for which he is qualified. The Dist. will make every effort to return the teacher to the same or comparable position held before the leave. The above privileges do not apply to extra duties.

Section 33 Maternity Leave without pay will be granted upon recommendation of the Superintendent. Such leave will begin by the sixth month of pregnancy. The teacher may not return less than one month after the birth of the baby. In the event of the pregnancy of a teacher, it is expected that a teacher will not begin a school year of teaching after the third month of pregnancy. If The leave has been granted by the District, the District may request a

Article X

Leaves of Absence

statement from the teacher's physician as to the teacher's fitness to resume her duties.

Section 34 Teachers enlisting or entering the military or naval service of the United States, pursuant to the provisions of the Selective Service Act of 1940, as amended, shall be granted all rights and privileges provided by the act.

Section 35 - Days on which an employee is in attendance at professional conventions, visitations to other schools and school systems, educational conferences and meetings, speaking engagements, etc. shall ^{not} be regarded as an absence, if prior administrative approval has been secured. approval shall be upon recommendation of building principal and with the approval of the Superintendent.

Section 36 - Each regularly employed teacher shall be allowed two days per school year for personal business. These days are not to be charged against the sick leave allotment. Notification must be given to the building principal following the same procedure as for sick leave. Reason for using personal leave shall be stated at the time but approval is not necessary.

Article XI

Protection of Teachers

Section 37 The Dist. recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Dist. further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students provided such student has been diagnosed by a professional person. If it appears that a particular pupil requires the attention of special counsellors, social workers, law enforcement personnel, physicians or other professional persons, upon recommendation of such person, the Administrative staff will take reasonable steps to assist the teacher in the discharge of his responsibilities with respect to such pupil.

Section 38 Any case of assault upon a teacher shall be promptly reported to the Superintendent. The Dist. will provide legal counsel to be chosen by the Dist., to advise the teacher of his rights and obligations with respect to such assault. If any teacher is sued by reason of corporal punishment administered by the teacher against a student, in accordance with Districts policy, the Dist. will provide legal counsel of its own choosing to the teacher for his defense.

Section 39 Time lost by a teacher in connection with such assault or corporal punishment shall not be charged against a teacher provided it does not exceed 30 contract days.
calendar

Article XI

Protection of Teachers

Section 40 In case of assault or malicious destruction by a pupil, the Dist. will reimburse teachers for any loss, damage or destruction of clothing or personal effects of the teacher while on duty in the school or on the school premises.

Section 41 Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.

Article XII

Sick Leave

Section 42 Each regularly employed teacher shall be allowed fifteen (15) days of sick leave each school year. Unused sick leave shall accumulate to one hundred fifty (150) days.

Section 43 Beginning teachers shall start their employment with a bank of fifteen (15) days of sick leave. Teachers who exhaust their bank of accumulated sick days may borrow up to five (5) additional days of sick leave for an extended illness. Days borrowed are to be repaid by being deducted from those sick days forthcoming the following school year. Should a teacher fail to return the following school year, he shall be required to repay the School District any and all amounts owed by virtue of borrowing. Payment for such shall be 1/185 of the individual's contract wage for indebted time or days owed. Unused sick days previously acquired shall be retroactive to the consolidation of the Kenowa Hills School System.

Section 44 Personal illness shall qualify for sick leave. Absences in excess of five consecutive days may require a statement from a physician.

Section 45 Death in immediate family shall qualify for sick leave, i. e., mother, father, brother, sister, child, wife or husband.

Section 46 Failure to report for service as required shall be penalized with like amount of time against the personal business leave or loss of pay. Notification of illness by 7:00 a.m. to proper administrative official will be charged against sick leave.

Section 47 Violation of sick leave regulations: Sick leave is compensable time off for illness and is given ^{by district} for the protection of the teacher. Sick leave has been used for any purpose other than that for which intended shall constitute a violation of the code of ethics and the teacher shall be notified. If the violation is repeated, it will constitute grounds for dismissal.

Article XIII

Substitute Teaching

Section 48 Teachers substituting during their regular preparation period shall be compensated at the rate of substitutes normal per period wage.

Section 49 No teacher shall be compelled to take on the substitute assignment.

Section 50 If a teacher agrees to take an additional class load for the duration of the school term, or for any specified time period, he shall receive additional compensation at the rate of one sixth (1/6) of his regular daily salary per period.

Section 51 The Dist. shall at all times maintain a list of available substitute teachers. Regular teachers shall be given a telephone number to call before 7:00 a.m. to report unavailability. It shall be the responsibility of the Administration to arrange for a substitute teacher.

Section 52 Teachers that leave during the school day because of illness shall be deducted one day of sick leave if a substitute is necessary.

Article XIV

Study Committee

Section 53 There is hereby established a Professional Study Committee of four members. Two members shall be selected by the District and two members shall be selected by the Association.

Section 54 The committee will study such matters that may be referred to it by the Dist. or the Association.

Section 55 The committee shall discuss the referred items in a chronology agreed upon by its members.

Section 56 The committee will hold its first meeting in October and thereafter as the need arises.

Article XV

Code of Ethics

Section 57 The Association shall deal with ethical problems arising under the established code of ethics of the education profession in accordance with the terms thereof, and the Board of Education recognizes that the code of ethics of the education profession is considered by the Association and its membership to define acceptable criteria of professional behavior.

Section 58 The Study Committee will review and adopt a new code of ethics. For the school year, 1966-67.

Article XVI

Teacher Evaluation

Section 59 All monitoring or observations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

Section 60 Each teacher shall have the right upon request to review the contents of his own personal file. A representative of the Association may accompany the teacher if so requested.

Section 61 One copy of the evaluations shall be included in this file.

Section 62 Every effort should be taken by the observer to be thoroughly complete when compiling a teacher's file following observation; that is the observer shall make thorough comments as to the quality and degree of one's ability and performance, rather than the traditional cursory resume.

Section 63 No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. *An adverse evaluation that jeopardizes his position shall be subject to the grievance procedure set forth.*

Section 64 Before March 1, each tenure teacher shall be evaluated in writing at least twice. Each probationary teacher shall be evaluated in writing at least three times.

Section 65 The teacher evaluation form shall be as shown in exhibit A herein attached.

Article XVII

Extra Duties

Section 66 Extra duties, defined as all tasks outside of the area of classroom teaching such as cafeteria duty, driver education, coaching, sponsorships, yearbook play director, for which extra pay is given, shall be apportioned among teachers who are qualified to perform said duties.

Section 67 As to future assignments, no teacher shall be entitled to hold more than two extra duties annually. In the area of athletics, no teacher shall hold more than one major and one minor coaching position.

Section 68 As to future assignments it is hereby agreed by the Dist. that should an individual teacher utilize his two fold limitation in the extra duty area wherein payment is provided, he will thereby relinquish any further opportunity for employment in extra duties. This stipulation will be effective throughout a twelve month school year.

Section 69 The District shall make the necessary adjustments to fill said vacancies on an equitable basis for the teachers, and a rewarding basis for the school and student.

Article XVII

Extra Duties

Section 70 Prior to filling an extra duty position, the District shall post notice of the vacancy for at least 15 days.

Section 71 Teachers who at the time of the adoption of these policies hold three or more extra duty positions may continue to hold three positions, but not more.

Article XVIII

Grievance Procedures

Section 72 Definitions

a. Any teacher, group of teachers or the Association believing that there has been a violation, misinterpretation, or misapplication of any provision of this agreement or any existing rule, order or regulation of the Board relating to wages, hours, terms or conditions of employment may file a written grievance. Any individual teacher at any time may present a grievance to the administrative staff, formally or informally, and have the grievances adjusted with or without intervention of the Association as long as the adjustments are consistent with the terms of the master contract.

The term "teacher" may include any individual or group of teachers who are certified and who are members of the bargaining unit.

c. A "party of interest" is the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.

d. The term "days" when used in this section shall except where otherwise indicated, mean working school days.

e. shall mean Kenowa Hills Education

Section 73 Purpose

a. The primary purpose of the procedure set forth in this article is to secure, at the lowest level possible, equitable solutions to the problems of the parties.

b. The parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of such procedures. Nothing contained herein shall be construed as limiting the right of any teacher having grievance to discuss the matter informally with any appropriate member of the administration.

Section 74 Structure

a. There shall be one or more Association Representatives for each school building to be selected in a manner determined by the Association.

b. The Association shall establish a broadly representative Grievance (PR & R) Committee and an Appeal Committee. No member of the Grievance Committee shall be a member of the Appeal Committee. In the event any representative or member of these committees is a party in interest to any grievance brought, he shall disqualify himself and shall be replaced by the Association.

Article XVIII

Grievance Procedures

- c. The building Principal shall be the district representative when the particular grievance arises in one building. The building principal may have a representative of the administrative staff at any or all proceedings.
- d. If the particular grievance arises in more than one school building it shall be filed with the Superintendent
- e. All written information pertaining to the grievance of individuals shall be made available to the parties of interest upon request and prior to proceedings.
- f. The principal of the building shall be the districts representative when the particular grievance arises in one building. The grievance shall be filed in writing and name and be signed by teachers involved. It shall contain a statement of facts upon which the grievance is based and references shall be made to the section of the contract which have been allegedly misinterpreted or violated. All grievances shall state the relief requested.

Section 75 Procedure

- a. A grievance is filed on or after the first of June it shall be resolved prior to the beginning of the next school term.
- b. Level one
The teacher with an alleged grievance may first discuss the matter with his Association Representative. If the Association Representative concurs that a grievance exist move to level two. If the Association Representative does not feel a grievance exists, the grievant may appeal the Association Representative's decision to the appeal committee. The Appeal Committee shall render its decision within five (5) days as to whether a grievance exists and may be taken to level two or does not exist and may only be continued to level two at the grievant's own initiative without Association support.
- c. Level Two
The teacher with a grievance shall discuss the matter with his principal, either individually or with his Association Representative, with the objective of resolving the matter informally. The principal shall make his decision known in writing within three (3) days.
- d. Level Three
In the event the grievance is not satisfactorily resolved at the Level Two within three days, the grievant or the Association Representative shall file the grievance in writing with the Grievance Committee within five (5) days after the decision at Level Two. The Committee shall within five (5) days make a judgement on the decision. If the Committee decides that the decision at the Level Two is in the best interests of the educational system, it shall so notify the teacher and the Association Representative. If the Committee decides that the decision at the Level Two is not satisfactory, it shall refer such grievance in writing to the Superintendent.
The Superintendent may designate four persons including himself, to represent the administration. The Chairman of the Grievance Committee may designate four person, who may include himself,

Article XVIII

Grievance Procedures

as an Ad Hoc Committee to represent the Association. Within ten (10) days after receipt of the written grievance by the Superintendent, these two representative groups shall meet to consider the problem and to arrive at an equitable solution of the grievance within five(5) days.

d. Level Four

If the grievance is not resolved by the Superintendent or his representatives and the Ad Hoc Committee within five (5) days of its consideration by them, it shall be referred in writing to the Secretary of the Board for consideration by the Board of Education. Within ten (10) days after receipt of the written referral the Board shall meet with the Ad Hoc Committee and the Superintendent for the purpose of discussing the matter and disposing of it in a mutually satisfactory manner.

e. Level Five

1. Labor Mediation Board (already a legal right).

Section 76 Rights to Representation

Any party in interest may be represented at all meetings and hearings at all steps and stages of the grievance procedure by another teacher or another person. Provided, however: That any teacher may in no event be represented by an officer, agent, or other representative of any organization other than the Association. Provided, further: When a teacher requests representation by the Association, the Association shall have the right to be present and to state its views at all stages of grievance processing except where the grievance involves only questions of fact peculiar to the individual grievant.

Section 77 Miscellaneous

- a. During the pendency of any proceedings and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties.
- b. There shall be no reprisals of any kind by administrative personnel taken against any party in interest or his Association Representative, any member of the Grievance Committee, Appeal Committee, or Ad Hoc Committees, or any other participant in the procedure set forth herein by reason of such participation.
- c. All documents, communication and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- d. Forms for filing grievances, serving notices, taking appeals, making appeals, making reports and recommendations, and other necessary documents shall be given appropriate distribution by the Superintendent or designate so as to facilitate operation of the procedures set forth herein.

Article XIX

Insurance and Professional Dues

Section 78 District shall pay ^{for hospitalization insurance} a maximum of four-teen dollars and eighty cents (\$14.80) per month for teacher ^{is} the primary wage earner for his family. ^{a married}

Section 79 District shall pay ^{for hospitalization insurance} a maximum of eleven dollars and eighty cents (\$11.80) per month for a single teacher or ^{for} married ^{teacher who} secondary wage earner for his family.

Section 80 By the third Friday after the beginning of their employment hereunder, teachers may sign and deliver to the Dist. an assignment authorizing deduction of membership dues or assessment of the associations (including the National Education Association and Michigan Education Association). Such sum shall be deducted from the regular salaries of all such teachers in five (5) equal payments, starting with the first pay period in October and bimonthly thereafter.

Article XX

Professional Compensation

Section 81 Basic Salary Schedule Exhibit B herein attached

Section 82 Extra Duty Scale Exhibit C herein attached

Section 83 Athletic Scale Exhibit D herein attached

Article XXI

Retirement Age

Section 84 There will be a mandatory retirement age of 65. If age 65 is reached prior to September 1, no contract will be issued for the following year. If age 65 is reached during the school year, the teacher will be allowed to finish the school year. In the event a qualified teacher cannot be hired, the board may retain a teacher on a temporary basis.

Article XXII

Individual Contracts

Section 85 This agreement shall supercede any rules, regulations or practices of the District which shall be contrary to or inconsistant with its terms. It shall likewise supercede any contrary or inconsistant terms contained in any individual Teacher contracts heretofore in effect. All future individual Teacher contracts shall be made expressly subject to the terms of this agreement. The provison of this agreement shall be incorporated into and be considered part of the established policies of the District.

Article XXIII

Promulgation

Section 86 Copies of this agreement shall be printed at the expense of the Board of Education, and presented to all teachers employed by the Board.

Article XXIV

Continuity Clause

Section 87 All policies, rules, regulations and current practices of the Dist. shall remain in effect, provided however, that district may amend or repeal policies, rules, regulations and current practices. not inconsistent with terms of the Master Contract

Article XXV

No Interruption of Education Clause

Section 88 The Dist., Association and each teacher recognize that their primary responsibility is to the children of the District and declare that their mutual objective is to provide those children with a proper education. To that end it is agreed that during the life of this agreement they will not permit, cause, or encourage any interruption, disturbance or interference with the continuous normal education of such children. Any differences will be resolved by the procedures and methods provided herein and shall in no way effect the normal education afforded the children of the Kenowa Hills Public Schools.

Article XXVI

Duration of Contract

Section 89 This agreement shall be effective September 1, 1966 and shall continue in effect for one year.

Section 90 During the duration of this contract either party to the contract upon request, written and filed for not more than thirty days, has the absolute right to re-open negotiations due to matters of question, interpretation, urgency or contingency, etc.

Section 91 The written request will be submitted to mutual executives with accompanying reasons for re-negotiation.

TEACHER EVALUATION REPORT
KENOWA HILLS PUBLIC SCHOOLS

TEACHER _____ (TENURE) (PROBATIONARY)

SCHOOL _____ YEARS OF EXPERIENCE _____

SPEIFIC AREAS OF STRENGTH:

SPECIFIC AREAS OF WEAKNESS:

	<u>QUESTIONABLE</u>	<u>ACCEPTABLE</u>	<u>COMMENDABLE</u>
CURRENT ESTIMATE OF OVERALL PERFORMANCE	_____	_____	_____
ESTIMATED POTENTIAL	_____	_____	_____

DISPOSITION RECOMMENDED:

EVALUATOR _____ TITLE _____

TEACHER _____
(signature indicates teacher has read this evaluation.)

1966-1967 Salary Schedule

5% Increment Pay Scale

Years Experience	A.B.		A.B. + 15		M. A.	
	Index	Amount	Index	Amount	Index	Amount
0	1.00	\$5,500	1.03	\$5,665	1.06	\$5,830
1	1.035	5,693	1.065	5,858	1.095	6,023
2	1.07	5,885	1.1	6,050	1.13	6,215
3	1.12	6,160	1.15	6,325	1.18	6,490
4	1.17	6,435	1.2	6,600	1.23	6,765
5	1.22	6,710	1.25	6,875	1.28	7,040
6	1.27	6,985	1.3	7,150	1.33	7,315
7	1.32	7,260	1.35	7,425	1.38	7,590
8			1.4	7,700	1.43	7,865
9			1.45	7,975	1.48	8,140
10					1.53	8,415
11					1.58	8,690
12					1.63	8,965

Non degree Life Certificates and Non degree Special Certificates receive an amount equal to the raise of the base.

Maximum step for 1966-1967 is step 10.

The 15 hours above a bachelors degree shall ^{be} accepted graduate credit which is part of a master degree program. It shall be the responsibility of the teacher to file the necessary credentials with the Superintendent to qualify for this scale.

Special Provisions

Five Years experience outside system given full credit.

Changes in status must be fulfilled by the start of the school year or they will not be effective until the following year.

Extra Duty Salary Scale

Cheerleading Coach	\$75.00 per squad
Lunch Duty	
High School	\$100.00 per period per year
Elementary	\$350.00 per year - 11 schools
Debate	\$150.00
Y Teens	\$100.00
Band Director	\$400.00
Play Director	\$150.00
Split Grade	\$300.00(limit of 25 per class)
Special Education	\$500.00
G. A. A.	\$400.00
Elementary Music	\$125.00
High School Music	\$200.00

Kenowa Hills High School
Athletic Duty Schedule

June 1966

Exhibit D

The Percentages are Based on \$5,000.00

Name of Position	First Year	Second Year	Third Year	Fourth Year	Fifth Year
Director of Athletics	11.5%	12.5%	13.5%	14.5%	15.5%
Baseball- Varsity	8.0%	8.5%	9.0%	9.5%	10.0%
Baseball-Reserve	4.0%	4.5%	5.0%	5.5%	6.0%
Basketball- Varsity	10.5%	11.5%	12.5%	13.5%	14.5%
Basketball-Reserve	7.0%	7.5%	8.0%	8.5%	9.0%
Basketball- Freshman	5.0%	5.5%	6.0%	6.5%	7.0%
Basketball-Jr. High	4.0%	4.5%	5.0%	5.5%	6.0%
Cross Country	5.0%	5.5%	6.0%	6.5%	7.0%
Football- Varsity	10.5%	11.5%	12.5%	13.5%	14.5%
Football - Reserve	6.0%	6.5%	7.0%	7.5%	8.0%
Football - Ass't Varsity	7.0%	7.5%	8.0%	8.5%	9.0%
Football - Freshman	5.0%	5.5%	6.0%	6.5%	7.0%
Track - Varsity	8.0%	8.5%	9.0%	9.5%	10.0%
Track - Varsity Ass't	5.0%	5.5%	6.0%	6.5%	7.0%
Track - Jr. High	3.0%	3.5%	4.0%	4.5%	5.0%
Golf	4.0%	4.5%	5.0%	5.5%	6.0%

A maximum of five (5) years experience in or out of the system will be counted.

IN WITNESS WHEREOF, The parties hereto have caused this agreement to be executed in duplicate in their respective names by their respective authorized officers on the day and year first above written.

KENOWA HILLS PUBLIC SCHOOLS, KENT AND OTTAWA COUNTIES, MICHIGAN

By M. Robert Hughes, President

By Virginia M. Miller, Secretary

DISTRICT

KENOWA HILLS EDUCATION ASSOCIATION

By _____

By _____

ASSOCIATION

Faint, illegible text and a circular stamp are visible in the lower half of the page.