

Revised 8-17-66
Review of Bill

OFFICE OF PROFESSIONAL NEGOTIATIONS
Michigan Education Association

9/11/68
FILE

Kenowa Hills
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OFFICE OF
PROFESSIONAL NEGOTIATIONS

KENOWA HILLS BOARD OF EDUCATION

MASTER CONTRACT
1967-1968

KENOWA HILLS EDUCATION ASSOCIATION

2 - No
4 - *yes* (see p. 13)
5 - YES

MEA
1216 Kendale
E. Lansing, Mich.
48823

Kenowa Hills Bd. of Educ.

Dur: Sept 1, 1968

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

This agreement entered into this first day of September, 1967 between Kenowa Hills Public Schools, Kent and Ottawa Counties, Michigan, hereinafter called "District" and the Kenowa Hills Education Association, hereinafter called "ASSOCIATION",
WITNESSETH:

PREAMBLE AND RESOLUTION RECOGNIZING
KENOWA HILLS EDUCATION ASSOCIATION AS
EXCLUSIVE COLLECTIVE BARGAINING REPRESENTATIVE

Member Schuiling, supported by member Houran, 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, junior high, or high school principals, 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 copy of the minutes of its February 8, 1967 meeting, from which it appears that there were a majority of 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:

THE SUPERINTENDENT shall have complete responsibility for the administration and operation of the Kenowa Hills School System. He will be guided in these tasks by the written policies of the Board of Education.

1. Shall have responsibility for developing the budget and its administration as approved by the Board of Education.
2. Shall act as the Business Manager of the school system.
3. Shall be responsible for the transportation system assisted by a non-certified person, e.g., a senior mechanic.
4. Shall be responsible for the school lunch program and its accountability assisted by a non-certified person, e.g., a coordinator of food services.
5. Shall perform the personnel functions of recruitment, selection and placement assisted by presently employed persons, e.g., principals, assistant superintendent for instruction, etc.
6. Shall be responsible for the maintenance and upkeep of school properties and equipment assisted by a non-certified person, e.g., a head maintenance man.
7. Shall perform all other duties as specified in the school code and all other tasks as may be delegated by the Board of Education.

ASSISTANT SUPERINTENDENT FOR INSTRUCTION

He shall be directly and totally responsible to the Superintendent of Schools. He will serve as general administrator with responsibility for the development and maintenance of effective instructional programs throughout the Kenowa Hills School District.

1. Shall assume the leadership as the coordinator of the curriculum kindergarten through twelve (K - 12)

2. Shall be responsible for all Federal Programs Titles one through three which are developed for the district.
3. Shall assume the leadership for the development of appropriate in-service educational programs for the school district.
4. Shall assume the leadership for the budgeting, acquisition, and utilization of instructional materials which are appropriate for an effective instructional program for the school district.
5. Shall assume the leadership for the development of activities designed to evaluate the effectiveness of the in-service instructional program.
6. Shall assume the leadership for experimentation and use of new techniques and materials in the instructional program.
7. Shall develop and administer the program whereby professional personnel of the school district attend appropriate educational conferences and meetings, shall prepare budget for this function, and shall approve attendance by individuals under this plan.
8. Shall have responsibility for the organization and administration of summer school programs for the school district.
9. Shall perform all other duties as specified by the superintendent.

THE PRINCIPAL

The principal is directly responsible to the Assistant Superintendent for Instruction. He has line authority to his professional and non-professional staff. He is in complete charge of his building(s) and total staff, limited only by the over-all system wide policies.

1. Shall cooperate with his staff and supervisors to plan, direct, coordinate, control and evaluate the educational programs of his building(s).
2. Shall be the liaison between the teaching staff and the school patrons in the community, and as the intermediate between the teachers and top-level administration.
3. Shall be instrumental in helping establish procedures whereby institutional goals may be achieved while providing faculty members and non-certified staff members maximum opportunities for the fulfilling of individual goals.

4. Shall appraise teacher performance.
5. Shall make provisions for in-service professional growth of staff.
6. Shall help create a climate and environment for learning.
7. Shall report the progress and findings of his stewardship to the superintendent of schools.
8. Shall perform all other duties as specified by the superintendent of schools.

THE ASSISTANT PRINCIPAL

The Assistant principal shall be directly responsible to the Principal.

1. Shall be responsible for the school in the absence of the Principal.
2. Shall help plan and carry out the organizational activities of the school.
3. Shall arrange a plan for scheduling student programs.
4. Shall be responsible for school activities, e.g., fire drills, charity drives, field trips, special observances, exhibits and other similar activities as may be delegated by the Principal.
5. Shall have charge of discipline and student attendance.
6. Shall be responsible for work schedules and services of the custodial staff.
7. Shall direct the Guidance and Counseling services at the high school level.
8. Shall perform such other duties as may be assigned by the building Principal.
9. Will assume the duties of the Athletic Director.

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 the 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 shall not 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 and 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 outside of the school day upon prior written or verbal request submitted to the building principal and approved by him. A designated bulletin board in an established teacher rest area (or lounge) shall be made available to the Association and its members, in each building.

Section 6. The Board agrees to make available to the Association, through the office of the Superintendent, all available financial information in the form maintained by the Board and available to the constituents of the School District.

Section 7. 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 8. The Districts Board of Education being charged by

law with 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 9. Districts Board of Education being charged by law to be the local governing body of this school district, the 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 10. 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 11. 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 12. Teachers contract shall be limited to 188 contract calendar days. Should the school term exceed the above limit each teacher shall receive an additional payment of 1/188 of his current contract wage for each additional day of duty.

Section 13. The term "Contract calendar days" is defined as a day on which a teacher is required to report for service.

Section 14. 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 15. Teachers are encouraged to attend school events. Teachers attendance will be required at staff meetings.

Section 16. Teachers shall arrive at school at least fifteen (15) minutes before classes begin and stay at school at least fifteen (15) minutes after school is dismissed. All teaching personnel (including coaches) agree to remain an additional one hour after the basic school day one day twice a month for professional meetings when said meetings are scheduled. There will be no Friday meetings except in emergency.

Section 17. The association agrees that the proper discharge of a teacher's professional 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 18. Elementary teachers are entitled to a duty free lunch period of not less than fifty (50) minutes per day.

Section 19. Junior and Senior high school teachers are entitled to a duty free lunch period of not less than twenty-five (25) minutes per day.

ARTICLE VI Teaching Loads

Section 20. The maximum number of pupils in an elementary classroom will not exceed thirty-one (31) unless the teacher is paid an additional salary. If an elementary classroom exceeds thirty-one (31) pupils, the teacher will be paid additional salary at the rate of one dollar per excess pupil per day for attendance days only. Kindergarten teachers will be pro-rated on a half-day basis. The 4th Friday of each semester will be used as the official count day.

Section 21. Junior High - the maximum number of pupils in any class shall not exceed 30 except for vocal and instrumental music and physical education. Senior High - the class load for high school teachers shall be 30 pupils per class but not to exceed 33 with the exception of typing, physical education, vocal and instrumental music.

ARTICLE VII Assignments

Section 22. 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 of 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 23. The 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.

Section 24. District will make every effort to avoid assigning elementary school teachers to a different grade level unless the teacher requests such a change or abides by a reasonable request for such a change.

Section 25. Any request by a teacher for a change of assignment shall be made to his building principal by March 1 but no later than April 1.

ARTICLE VIII
Vacancies and Promotions

Section 26. Whenever a vacancy occurs in any professional or extra duty position in the district, the district shall give written notice of such vacancy to the President of the Association immediately when the vacancy is determined, and post notice of the fact in all school buildings. No vacancy shall be filled except in case of emergency on a temporary basis, until notice of such vacancy shall have been posted for fifteen (15) contract days. During the summertime, the President of the Association will be notified immediately when a vacancy is determined, but there will be no stipulation of time before the position is filled.

Section 27. Any qualified teacher may apply for the Vacant position. In filling the position, the District 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 in internal applicants where qualifications for promotion or change are present.

Section 28. consistent with the District's Board of Education and teachers associations basic purpose of providing a quality education for the children such vacancies shall be filled by the District with the best qualified person available.

Section 29. The Board of Education shall not make it a practice to employ any husband or wife teaching combination in the school system.

Section 30. No substitute special certificate teacher shall be employed on a regular basis except in the event of extreme emergency, and in that event the teacher shall remain only until a certified teacher can be contracted. Substitute special teachers shall be compensated at the normal rate as per substitute teachers.

ARTICLE IX
Transfers

Section 31. 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 32. 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 33. 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 District 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 34. 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 statement from the teacher's physician as to the teacher's fitness to resume her duties.

Section 35. 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 36. 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 37. 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. Approval is not necessary but personal leave should not be used as personal pleasure day; i.e., such as fishing trips, travel time, extending vacation time.

ARTICLE XI Protection of Teachers

Section 38. The District 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 District 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 39. Any case of assault upon a teacher shall be promptly reported to the Superintendent. The District will provide legal counsel to be chosen by the District 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 teacher for his~~ ^{THE DISTRICT} ~~defense.~~ ^{WILL PROVIDE LEGAL COUNSEL OF ITS OWN CHOOSING} ~~FOR HIS DEFENSE.~~

Section 40. 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 calendar days.

ARTICLE XI Protection of Teachers

Section 41. In case of assault or malicious destruction by a pupil, the District will reimburse a teacher 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 42. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention. The plaintiff's indentity shall be revealed only when such complaint is to become part of the teacher's personnel file and shall be at the discretion of the building Principal.

ARTICLE XII Sick Leave

Section 43. Each probationary teacher under a full year teaching contract shall be allowed 10 days of sick leave each school year. Unused shall accumulate to 150 days. Each regularly employed tenure teacher shall be allowed fifteen (15) days of sick leave each school year. Unused sick leave shall accumulate to 150 days.

Section 44. Beginning teachers shall start their employment with a bank of ten (10) days of sick leave. Tenure 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 1/188 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 45. Personal illness shall qualify for sick leave. Absences in excess of five consecutive days may require a statement from a physician.
- Section 46. Death in immediate family shall qualify for sick leave, i.e., mother, father, brother, sister, child, wife or husband.
- Section 47. 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 48. In cases of illness or accident wherein the teacher is paid benefits under the Workmen's Compensation Act sick leave payments shall not exceed the difference between the benefits paid under the provisions of the act and normal salary.

Section 49. Violation of sick leave regulations: Sick leave is compensable time off for illness and is given by the 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 Board and Association jointly determine that a teacher has been guilty of a second violation of the rules governing sick leave, the teacher shall forfeit and lose all rights to paid sick leave for a period of one year immediately thereafter.

ARTICLE XIII Substitute Teaching

Section 50. Teachers substituting during their regular preparation period shall be compensated at the rate of \$6.00 per period.

Section 51. No teacher shall be compelled to take on the substitute assignment.

Section 52. 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 53. The District at all times shall 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 54. Teachers that leave during the school day because of illness shall be deducted one half (1/2) day of sick leave if a substitute is necessary.

ARTICLE XIV
Teacher Evaluation

- Section 55. All monitoring or Observations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- Section 56. Each teacher shall have the right upon request to review the contents of his file. A representative of the Association may accompany the teacher if so requested.
- Section 57. One copy of the evaluations shall be included in this file within 30 days after time of observation.
- Section 58. 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 procedures set forth.
- Section 59. Before March 1, each tenure teacher shall be evaluated in writing at least one time unless the teacher requests additional evaluations. Each probationary teacher shall be evaluated in writing at least three (3) times.
- Section 60. A study committee composed of two teachers and two administrators shall meet in September to prepare a new form for teacher evaluations.

ARTICLE XV
Extra Duties

- Section 61. Extra duties, defined as all tasks outside of the area of classroom teaching for which pay is given, shall be apportioned among teachers who are qualified to perform said duties.
- Section 62. Within two (2) years, 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. If no other applicants, and where the sport would have to be dropped because of lack of applicants, these stipulations would be waived.
- Section 63. Summer and vacation custodial work shall come under the provisions of the extra duty contract article. Compensation for such work shall be left at the discretion of the Superintendent, but shall not be less than \$2.00 per hour.

Section 64. The Board shall pay hospitalization insurance as follows:

\$11.80 - Single and 1st year Probationary teachers.

\$14.80 - Second year Probationary teachers and secondary wage earners and double income families.

\$20.00 - Single family income earner-tenure teacher (where 2nd income is \$3,000 or less)

X
Financial Refs
Section 65. By the third Friday after the beginning of their employment hereunder, teachers may sign and deliver to the District 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.

Section 66. Members shall pay full amount of dues. Non-member local dues in a like amount shall be paid to the Kenowa Hills Teachers Association Scholarship Fund.

ARTICLE XVI
Professional Compensation

Section 67. Basic Salary Schedule Exhibit B

Section 68. Extra Duty Scale Exhibit C

Section 69. Athletic Scale Exhibit D

(Schedule B,C, and D
(covering Salaries,
(Duty Scales, Athletic
(Scales are attached
(hereto and incorpor-
(ated herein by reference
(and shall be treated
(as a part of this
(agreement as though
(they were set forth
(herein in full.

ARTICLE XVII
Retirement Age

Section 70. There will be a madatory 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 XVIII
Individual Contracts

Section 71. This agreement shall supercede any rules, regulations or practices of the District which shall be contrary to or inconsistent with its terms. It shall likewise supercede any contrary or inconsistent 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 provision of this agreement shall be incorporated into and be considered part of the established policies of the District.

ARTICLE XIX
Promulgation

Section 72. 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 XX
Continuity Clause

Section 73. All policies, rules, regulations and current practices of the District not inconsistent with terms of this Master Contract shall remain in effect, provided however, the district may amend or repeal policies, rules, regulations and current practices, to the extent that such amendments, changes, alterations or repeal do not in any way change the basic context of this agreement between the parties.

ARTICLE XXI
No Interruption of Education Clause

Section 74. The District, 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 afforded the children of the Kenowa Hills Public Schools.

ARTICLE XXII
Duration of Contract

Section 75. This agreement shall be effective September 1, 1967, and shall continue in effect for one year.

Section 76. 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 77. The written request will be submitted to mutual executives with accompanying reasons for re-negotiation.

ARTICLE XXIII
Grievance Procedures

Section 78. Definitions

- a. Any teacher, group of teachers or the Association believing that there has been a violation, misinterpretation, or mis application of any provision of this agreement or any existing role, 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.
- b. 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 when action might be taken in order to resolve the problem.
- c. The term "days" when used in this section shall, except where otherwise indicated, mean contract days.

Section 79. 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 80. 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.
- c. A group of not more than five persons shall represent the Board in all grievance cases, Said group to be appointed by the Superintendent. When the particular grievance arises in a building, the building principal automatically shall be one of the five administrative representatives.

d. The District hereby designates the Superintendent or his appointee as its representative when the grievance arises in more than one school building.

Section 81. Procedure

a. The number of days indicated at each level should be considered as Maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent. No grievance can be implemented if not acted upon within ten (10) days following the alleged infraction.

In the event that there is a failure to appeal a decision at any level within fifteen (15) days, said failure shall be deemed an acceptance of the decision at that level and further proceedings of the case shall be prohibited.

If the grievance is filed on or after June 1, the time limits shall be waived by mutual consent and shall be resolved prior to the beginning of school the following September.

The teacher has at his disposal three (3) procedures for handling his alleged grievance: (1) He may proceed to process the alleged grievance by himself, (2) with the association representative, or (3) he may elect to have the association representative confer for him.

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 exists, 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 five (5) days.

d. Level three - Within five (5) days of receipt of the grievance the Grievance Committee shall decide whether or not there is a legitimate grievance. If the committee decides that no grievance exists and so notifies the claimant, the teacher may continue to process his claim without Association support. If the committee decides there is a legitimate grievance, it shall, within two (2) days, process the claim with the Superintendent of Schools. Within ten (10) days from receipt of the grievance by the Superintendent he shall render a decision as to the solution.

- e. Level Four - In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within fifteen (15) days from date of receipt of grievance by the Superintendent, the teacher may refer the grievance through the Grievance Committee, to the Board of Education's Review Committee, which shall be composed of members of the Board of Education and others appointed by them. Within ten (10) days from receipt of the written referral by the Board, its Review Committee shall meet with the Association's Grievance Committee chairman and the Association's Negotiating Team for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A written decision shall be rendered within ten (10) days.
- f. Level Five - In the event the grievance is not satisfactorily resolved at Level Four, or if no decision is reached within the ten (10) day period, the grievance may be transmitted to the State Labor Mediation Board. However, if a grievance has not been transmitted to the State Labor Mediation Board within fifteen (15) days of receipt of the decision under Level Four, the grievance shall automatically be considered withdrawn.

Section 82. Rights to Representation

Any party of interest at his discretion may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance processing, except where the grievance involves only questions of fact peculiar to the individual grievant.

Section 83. 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. A grievance may be withdrawn at any level without prejudice. However, if, in the judgment of the Association Representative or the Grievance Committee, the grievance affects a group of teachers, the Grievance Committee may process the grievance at the appropriate level.
- c. 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.
- d. The grievance discussed and the decision rendered at Level one shall be placed in writing upon request of either party. Decisions rendered at all other levels shall be in writing and shall promptly be transmitted to all parties of interest.

e. All documents, communication and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

f. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

g. 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.

Exhibit B

Kenowa Hills Public Schools
1967-1968 Salary Schedule

<u>Years Experience</u>	<u>A.B.</u>	<u>A.B.+ 15</u>	<u>M.A.</u>
0	6,110	6,275	6,440
1	6,303	6,468	6,633
2	6,495	6,660	6,825
3	6,770	6,935	7,100
4	7,045	7,210	7,375
5	7,320	7,485	7,650
6	7,595	7,760	7,925
7	7,870	8,035	8,200
8		8,310	8,475
9		8,585	8,750
10			9,025
11			9,300
12			9,575

Maximum step for 1967-1968 is step 11.

The 15 semester hours above a bachelors degree shall be accepted graduate credit, which is part of a masters degree program. It shall be the responsibility of the teacher to file the necessary credentials with the Superintendent to qualify for this scale prior to September 1.

Non-degree Life Certificates and Non-degree Special Certificates shall receive an amount equal to one half ($\frac{1}{2}$) the raise of the base.

Five (5) years experience outside of the system will be given full credit.

Exhibit C

Kenowa Hills Public Schools

EXTRA DUTY SALARY SCALE

Cheerleading Coach	\$ 75.00 per squad (each squad=1 extra duty)
Lunch Duty Elementary	350.00 per year
Debate	150.00
Band Director	500.00
Jr. High	200.00
Play Director	150.00
Split Grade	300.00 (limit of 25/class)
Special Education	500.00
G.A.A.	400.00
Jr. High G.A.A.	400.00
Elementary Music	125.00
Jr. High	125.00
High School Music	250.00
School Photographer	125.00 (Supply publicity releases weekly)
Intermural Director	2.50/hour
Driver Training	25.00/student
Forensics	100.00
Year Book	250.00
Class Sponsors -Senior	200.00 (100.00 per
Junior	100.00 2 each)
Sophomore	75.00
Freshman	50.00
Summer Band Program	3.00/hour
Librarian and Counsellors	4.00/hour

Ticket sellers, time keepers and score keepers, and all chaperones, shall receive \$5.00 per event to be paid by the organization sponsoring the event.

Exhibit D

Kenowa Hills Public Schools

Athletic Duty Schedule

THE FOLLOWING PERCENTAGES ARE BASED UPON THE INDIVIDUALS
CURRENT CONTRACT, EXCLUSIVE OF ALL OTHER EXTRA PAY.

VARSIITY:

Basketball	10% of salary, not to exceed	\$800.00
Football		

VARSIITY:

Baseball	8% of salary, not to exceed	\$575.00
Track		

Wrestling

Assistant Football

Reserve Football	7% of salary, not to exceed	\$475.00
Reserve Basketball		

Freshman Football

Ass't. Reserve F'tball

Freshman Basketball	5% of salary, not to exceed	\$400.00
Cross Country		

Ass't. Track

Golf

Reserve Baseball

All Junior High Sports 4% of salary, Not to exceed \$325.00

Any new sports or activities which may be instituted during
the school year shall be compensated for at a rate to be
determined by the KHEA and Superintendent.