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AGREEMENT

between the

KENOWA HILLS BOARD OF EDUCATION

and the

KENOWA HILLS EDUCATION ASSOCIATION

1973-1974

\* \* \* \* \*

This Agreement entered into this 1st day of September, 1973, between the School District of Kenowa Hills, hereinafter called the District, and the Kenowa Hills Education Association, hereinafter called the "Association", an affiliate of the M.E.A.

W I T N E S S E T H

WHEREAS, the District and the Association affirms that providing quality education for the youth of the Kenowa Hills School District is their mutual aim, and

WHEREAS, the achievement of that purpose can only fully be realized through qualified, capable and dedicated teachers who recognize their professional responsibilities and whose rights and aspirations in turn are recognized by the School District, and

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

ARTICLE I

RECOGNITION

Section 1

The District hereby recognizes Kenowa Hills Education Association as the exclusive and sole bargaining representative as defined in Section 11, Act 379, for all certificated teaching personnel under contract, including: elementary, junior high, or high school principals, and their assistants, administrative assistant, the assistant superintendent of instruction, the superintendent of schools, community school director, director of school social services, social workers, office, clerical, nurses, maintenance, custodial or transportation personnel, substitute teachers, Title I teachers, summer school teachers, parent aides, nursery school teachers, teacher aides, adult education instructors and any other part time non-teaching employees.

Section 2

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 3

The Kenowa Hills Education Association agrees that it will not permit any teacher's organization or group of teachers to negotiate with respect to wages, hours, or any terms or conditions of employment other than through official Kenowa Hills Education Association and District negotiation procedures.

Section 4

If any provision of this agreement or any application 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 5

Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board 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. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; 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 in the Association, his participation in any lawful activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, so long as the same does not interfere with the full, faithful and proper performance of the duties of employment.

Section 6

Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

Section 7

The Association and its representatives shall request approval from the Building Principal for use of school buildings outside of school hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefor. No charge shall be made for use of school rooms until 6:00 P.M.

Section 8

The District will provide a designated bulletin board area in each building. The building principal retains right to approve or disapprove materials posted. Materials shall be limited to official association materials.

Section 9

Mail service will be permitted at the discretion of the Board. The use of school equipment (typewriters, ditto machines) for Association business will be permitted outside of contractual school hours.

ARTICLE III

BOARD OF EDUCATION RIGHTS

Section 10

The Association recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the School District to the extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this agreement.

Section 11

The Board of Education, being charged with the responsibility of providing the best educational program possible for every child, has the right to expect each teacher to assume his professional obligation of working to the best of his ability at all times.

Section 12

The District's 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 only to provisions of contract.

Section 13

District's 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 14

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 15

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves 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

- a. to the executive management and administrative control of the school system and its properties and facilities;
- b. to hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer for educational purposes only all such employees;

BOARD OF EDUCATION RIGHTS (Cont'd)

- c. In conjunction with the teachers to establish (excluding summer months) grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the District - the District shall have final authority;
- d. In conjunction with the teachers to decide (excluding summer months) upon the means and methods of instruction, the selection of textbooks and other teaching materials and the use of teaching aids of every kind and nature - the District shall have final authority;
- e. To determine class schedules, laws of instruction and duties, responsibilities and assignments of teachers and other employees with respect thereto, and non-teaching activities, and the terms and conditions of employment.

ARTICLE IV

NEGOTIATION PROCEDURES

Section 16

This agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. During the term of this agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

Section 17

ARTICLE V

SCHOOL CALENDAR  
1973 - 1974

TOTAL DAYS SERVICE - 186  
TOTAL DAYS INSTRUCTION - 181

<u>1973</u>	AUG. 29	A.M.	-	ORIENTATION - ALL STAFF MEMBERS
		P.M.	-	BUILDING MEETINGS
	30		-	FULL DAY IN BUILDINGS
	SEPT. 4		-	FIRST DAY OF SCHOOL 19 days instruction
	OCT.		-	23 days instruction
	NOV. 22, 23		-	NO SCHOOL - THANKSGIVING VACATION 20 days instruction
	DEC. 21		-	LAST DAY OF SCHOOL 15 days instruction
<u>1974</u>	JAN. 2		-	CLASSES RESUME
	18		-	CARD & REPORT DAY 21 days instruction
	FEB. 25		-	IN-SERVICE FOR STAFF 19 days instruction
	MAR.		-	21 days instruction
	APR. 8/12		-	SPRING VACATION 17 days instruction
	MAY 27		-	MEMORIAL DAY 22 days instruction
	JUNE 6		-	LAST DAY OF SCHOOL
	7		-	CARD AND REPORT DAY 4 days instruction

\* \* \* \* \*

The term "contract calendar days" is defined as a day on which teachers are required to report for service.

Teachers are not required to report on "snow days."

Teachers shall remain on duty on record, report card and in-service days for a sufficient period of time to attend to all matters that require the teachers' attention. Said teacher may leave upon completion of these duties. The teacher shall notify the building principal prior to his leaving.

In no case shall this calendar violate the standards set by the Department of Education or the North Central Association.



ARTICLE VI

TEACHING HOURS

Section 18

All secondary teachers shall be required to report for duty at 7:45 A.M. for each day of regular school day service. Teachers shall be permitted to leave at 3:00 P.M. after the close of the school day.

Section 19

All elementary teachers shall be required to report for duty at 8:15 A.M. for each day of regular school day service. They shall be permitted to leave at 3:45 P.M. after the close of the school day.

Section 20

Teachers who violate the above sections may be given a written reprimand. Should violations continue after receiving a written reprimand, such teachers shall receive a wage reduction proportionate to the time lost based on contract calendar days.

Section 21

All teaching personnel agree to remain after the basic school day an additional four (4) hours per month maximum for professional building meetings when said meetings are scheduled by the administration, and one (1) hour per month for District in-service meetings. There will be no Friday meetings except in emergency. Advance notice shall be given of the estimated length of the meeting if it is to exceed one hour. It is recommended that each building reserve one specific night for meetings. Less than full time teachers will attend meetings on a pro-rated basis.

Section 22

Senior High School teachers are entitled to duty-free uninterrupted lunch period of twenty-five (25) minutes per day.

Section 23

All elementary teachers shall be entitled to a duty-free uninterrupted lunch period of forty-five (45) minutes per day.

Section 24

Teachers in Grades 1-5 shall be given 125 minutes of planning time per week within the framework of the specialists program and will make an additional 25 minutes per week available to their principal for specialized teaching duties.

Section 25

All elementary teachers, excluding specialists, will have recess duty on a rotating basis. The building principal shall determine the number needed.

Section 26

Junior High teachers are entitled to a duty free 25-minutes lunch period. The student lunch hour shall be 50 minutes including 10 minutes for passing. Teachers shall be required to monitor 25 minutes of the student lunch hour on a rotating basis as directed by the building administration.

ARTICLE VII

TEACHING LOADS

Section 27

The Board agrees to the following teaching loads for 1972-73 school year:

K-5      29 to 1      Classroom ratio  
6-12    Maximum class size 30, except music  
Shop     25  
High School P.E. - Grade 9 - 40 (P.E. mini classes to be worked out between Department and Principal)  
  
Jr. High P.E.   - 38  
Typing           - 40  
Home Ec. - Cooking 25 - Sewing 28

An individual teacher may elect to exceed the above maximums.

If a K-5 elementary teacher does not elect to exceed the maximum, a teacher's aide will be employed to assist that teacher for so long as the class size exceeds 29 to 1. This ratio shall not apply to the special classes of P.E., Music or Art.

Counselors teaching responsibilities shall be restricted to 1/6 load in Junior High and 1/5 load in Senior High, and to group counseling classes such as practical education, family living, orientation etc.

ARTICLE VIII

ASSIGNMENTS

Section 28

The teacher affected by a change in grade, subject assignment, or building, will be notified and consulted by his principal as soon as practicable. Such changes shall be voluntary to the extent feasible. The teacher shall receive a written statement from the principal stating the educational reason(s) for the transfer.

Section 29

Any request by a teacher for a change of assignment shall be made in writing to his building principal by April 1.

ARTICLE IX

VACANCIES AND PROMOTIONS

Section 30

Whenever a vacancy occurs in any professional, extra duty, or administrative positions, written notice of such vacancy shall be given to the President of the Association. The Board shall post notice of the vacancy in all school buildings. No vacancy shall be filled except in case of emergency on a temporary basis, until such notice has been posted for ten days. The same policy shall prevail during the summer except the Board shall be required to post the notice in the administration building only.

Section 31

Any qualified teacher may apply for any vacant position. In filling the position, the District agrees to give due weight to the professional background and attainments of all applicants. The factors being the same, internal candidates will be given primary consideration.

Section 32

A husband and wife shall not be employed in the same school building.

ARTICLE X

SICK LEAVE

Section 33

Each probationary teacher under a full year teaching contract shall be allowed ten (10) days of sick leave each school year, accumulating to 30 days.

Section 34

Each regularly employed tenure teacher shall be allowed fifteen (15) days of sick leave each school year accumulative to one contract year.

Section 35

Personal illness or emergency medical appointments shall qualify for sick leave. Absences in excess of five consecutive days may require a statement from a physician. Attempts will be made to schedule surgery during vacation periods.

Section 35-a

Upon recommendation of the Superintendent, the Board may, at its expense, require a teacher to submit to physical or mental examinations by one of two appropriate specialists to determine whether involuntary sick leave is warranted.

Section 36

Death in immediate family shall qualify for sick leave - mother, father, brother, sister, child, wife or husband, to a maximum of five days.

Three days sick leave shall be granted for death of mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandmother, grandfather, or grandchild.

Special conditions must be approved by Superintendent only.

A leave with pay of one day per year shall be granted for any funeral not mentioned in the above provisions, if the personal business days have been used.

SICK LEAVE (CONT'D)

Section 37

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 38

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 that has been used for any purpose other than that for which it is intended shall constitute a violation of the code of ethics and the teacher shall be notified. If the Board proves to the Executive Council of the Association 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.

Section 39

In order to qualify for sick leave, each teacher must give notification of illness to proper administrative official by 7:00 A.M. A qualified substitute will be provided by the District.

Section 40

Teachers that leave during the school day because of illness shall be deducted one half ( $\frac{1}{2}$ ) day of sick leave if a substitute is necessary. This does not apply to personal business days.

Section 41

All deductions will be based on the number of contract calendar days required.

Section 42

At the beginning of the school year, each new tenure teacher shall contribute 2 days of his/her sick leave allowance to a common bank to be administered jointly by the Association and District. A teacher shall be able to withdraw 7 days from this bank for each year of tenure service in Kenowa Hills school system. This bank may be used only after all regular accumulative sick leave has been exhausted. The bank shall be non-accumulative. The Association shall determine the method in which the bank is to be replenished.

Section 43

For regularly employed teachers, 2 days of the sick leave are to be designated as personal necessity days. Notification must be given no later than 7:00 A.M. of the day requested. Those teachers forced to extend vacation time because of failure of public conveyance will be allowed to take one day from personal days. If no personal day is left, it may be taken from sick day allowance. Personal necessity days shall be used only for purposes of conducting personal business which is impossible to transact on weekends, after school hours or during vacation periods. It shall not be used as a personal pleasure day, seeking other employment, or extending vacation time. They shall not be the first or last day of school. Any personal necessity days used for conferences shall be limited to 10% of the building staff on a first come-first serve basis.

ARTICLE XI

PROFESSIONAL, PERSONAL AND ASSOCIATION LEAVE

Section 44

A teacher shall have the right to a leave of absence. 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 a comparable position held before the leave. The above privileges do not apply to extra duties. Any leave of less than one semester will be subject to approval by the District. Maximum leave shall be 1 year. Notice of intention to return from a leave must be given by May 1 for the following school year.

Section 45

The Board shall grant a maternity leave without pay to tenure teachers or to probationary teachers who have been approved for tenure status in the Kenowa Hills School District. A teacher returning from such leave will be re-employed in a comparable position if a vacancy exists or to an open position for which the teacher is qualified. If no vacancy exists, that teacher shall have first priority to the first open position for which the teacher is qualified. The leave shall not exceed one year.

During said leave, teacher shall maintain her tenure status, insurance benefits at her own initiative with the insurance company on a self-pay basis and accumulated allowable leave days.

This leave will be renewed for as much as one year, upon the teacher's request. The Board shall re-employ all teachers on renewed maternity leave if a vacancy exists in an area the teacher is qualified. The minimum qualifications for the teacher returning shall be as follows:

- a. Possess a provisional or permanent certificate in the area the vacancy exists.
- b. Possess twenty-four (24) hours of the minimum required by the North Central Association in the area the vacancy exists or have taught in the area within the five (5) years.

A written clearance by the teacher's physician stating that she is physically able to resume classroom duties may be required prior to the teacher resuming her position in the Kenowa Hills Public Schools.

The above maternity leave of absence procedure shall also apply to teachers who adopt a child.

A teacher returning from leave shall be placed on that step of the salary schedule from which she went on leave unless she was employed for at least 50% of her last teaching year, in which case she shall be advanced to the next step.

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

PROFESSIONAL, PERSONAL AND ASSOCIATION LEAVE - (Cont'd)

Section 46

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 47

A maximum of 6 days will be granted for association leave. The daily rate of the substitute teacher's salary will be divided equally between the Association and the District. The request shall be in writing to the Superintendent and signed by two Association officers.

ARTICLE XII

REDUCTION OF PERSONNEL

Section 48

Pursuant to a necessary reduction of personnel, the District will notify those teachers affected as soon as possible of their dismissal. The District will endeavor to assist such teachers in their effort to secure other employment. The Board will select the area and then reduce on a seniority basis.

ARTICLE XIII

STUDENT DISCIPLINE AND TEACHER PROTECTION

Section 49

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 counselors, social workers, law enforcement, personnel, physicians or other professional persons selected by the District, upon recommendation of such person, the Administrative staff will take reasonable steps to assist the teacher in the discharge of his responsibility with respect to such pupil.

Section 50

It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher may use such force as is necessary to protect himself from attack or to prevent injury to another student.

Section 51

Any case of assault upon a teacher shall be promptly reported to the principal. The Board will provide legal counsel to defend the teacher with respect to such assault. Any form of physical punishment of the pupil is prohibited. Any form of corporal punishment will be given only by an Administrator.

Section 52

Time lost by a teacher in connection with such assault shall not be charged against the sick leave of a teacher provided it does not exceed 80 calendar days. Such compensation shall be paid only if said teacher is blameless in the incident.

Section 53

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, on the school premises, or on school business.

Section 54

Any complaints by a parent of student directed toward a teacher shall be promptly called to the teacher's attention. The plaintiff's identity shall be revealed only when such complaint is to become part of the teacher's personnel file. The teacher shall have the right to attach a written statement of his own concerning said complaint. This statement shall accompany the complaint in the personnel file.

ARTICLE XIV

TEACHER EVALUATION

Section 55

All monitoring or observations of the work performance of teachers 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 written evaluation shall be included in the teacher's file within 10 days of the completion of the evaluation. The written evaluation must be discussed with the teacher before it is filed. Any teacher judged to be doing unacceptable teaching shall be given a conference within 5 days of each observation so judged.

Section 58

Each probationary teacher will be observed a total of 2 hours and have written report filed by Dec. 1, and will be observed a minimum of 2 hours between Dec. 1 and Mar. 15 with a written report filed by Mar. 15.

All tenure teachers shall be observed for the purpose of evaluation each year for not less than one hour and will have a written report on file by March 15. Minimum observation time shall be 30 minutes.

In the event employment is contingent on change or discontinue employment is marked on the evaluation, teachers may request a second written evaluation during that year.

Section 58-a

In the event of illness or emergency, the time limitations may be extended by five days.

Section 59

No teacher shall be disciplined, reprimanded, reduced in rank or compensation or be deprived of any professional benefit without just cause. An adverse evaluation that jeopardizes a teacher's position shall be subject to the Grievance Procedure.

Section 60

The Association shall use its best efforts to correct any breaches of professional behavior and may institute proceedings against any offending teacher.

Section 61

Tenure teachers may voluntarily serve as helpers to non-tenure teachers throughout the year. The building principal shall make such assignments as he deems necessary. The degree of assistance necessary shall be determined by the tenure teacher and non-tenure teacher mutually.



ARTICLE XV

EXTRA DUTIES

Section 62

Extra duties are all tasks defined in Exhibit B.

Section 63

No teacher shall be entitled to hold more than three extra duties annually. In the area of athletics, no teacher shall hold more than one major and one minor coaching position. In the event that no suitable applicant be found, the three job limitation may be waived by the administration.

Section 64

A written evaluation of each extra duty shall be completed by the building administrator each year. This shall be completed by June 1 or within 20 days after the conclusion of the activity, whichever is earliest and placed in the teacher's file. The teacher involved shall receive a copy. The teacher is entitled to a conference at his discretion. Dismissal shall be with just cause. Two successive unacceptable evaluations shall be considered just cause.

Section 65

In the area of athletics, the athletic director or the building principal, in conjunction with the varsity coach of that sport, evaluate each coaching position. The District shall retain final jurisdiction. This shall be completed within 20 days after the conclusion of the activity. The coach involved shall receive a copy and shall be entitled to a conference at his discretion. Two unacceptable evaluations shall be considered just cause for dismissal.

ARTICLE XVI

RETIREMENT AGE

Section 66

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.

ARTICLE XVII

Section 67

This agreement shall supersede any rules, regulations or practices of the District which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contract 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 XVIII

PROMULGATION

Section 68

Copies of this agreement shall be printed at the expense of the Board of Education, and presented to all teachers employed by the Board. The Board shall provide 10 extra copies to the Association.

ARTICLE XIX

NO INTERRUPTION OF EDUCATION CLAUSE

Section 69

The District, Association and each teacher recognize 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. All fines and penalties assessed by a court of law for violation of this section will be paid by the Association.

ARTICLE XX

GRIEVANCE PROCEDURE

Section 70

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.
- 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 whom 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 71

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. 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 72

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 fifteen (15) days following the alleged infraction.

In the event that there is a failure to appeal a decision at any level within ten (10) 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 the Association representative confer for him.

GRIEVANCE PROCEDURE (Cont'd)

- b. Level One - 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.
- c. Level Two - If unsatisfactory disposition results at Level One, the grievance shall be filed within five (5) days with the Superintendent. Within 10 days from receipt of the grievance by the Superintendent, he shall render a decision as to the solution.
- d. Level Three - In the event the aggrieved person is not satisfied with the disposition of his grievance at Level 2, the teacher may refer the grievance to the Board of Education. Within ten (10) days from receipt of the written referral by the Board, its Review Committee shall meet with the Association's Committee for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A written decision shall be rendered within ten (10) days. Committees shall be limited to a maximum of 7 members.
- e. Level Four - In the event the grievance is not satisfactorily resolved at Level 3, or if no decision is reached within the ten (10) day period, the grievance may be transmitted to Level Five within 10 days of the receipt of the decision under Level Four.
- f. Level Five - In the event a satisfactory disposition is not made under Level Four, the Association shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the American Arbitrators Association.

Section 73

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 74

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.

GRIEVANCE PROCEDURE (Cont'd)

MISCELLANEOUS (Cont'd)

- c. 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.
- d. The following matters shall not be the basis of any grievance filed under the procedure outlined except for breach of Master Contract.
  - 1. The termination of services of or failure to re-employ any probationary teacher.
  - 2. The placing of a non-tenure teacher on a third year of probation.
  - 3. The causes shall be listed in teacher's file.

e. POWERS OF THE ARBITRATOR:

The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this agreement. His authority shall be limited to deciding whether a specific article and section of this agreement has been violated and shall be subject to, in all cases, the rights, responsibilities, and authority of the parties under the Michigan General Schools laws or any other national, state, county, district, or local laws. The arbitrator shall not usurp the function of the Board of Education or the proper exercise of its judgment and discretion under law and this agreement.

The decision of the arbitrator, if within the scope of his authority as above set forth, shall be final and binding.

The arbitrator's fee and other expenses of arbitration shall be divided equally between the parties. Each party shall bear his own expenses in connection therewith.

ARTICLE XXI

INSURANCE

Section 75

Pursuant to the authority set forth in Section 617 of the school code of 1955, as amended, the Board agrees to furnish to all teachers the following insurance protection:

The District shall provide full MEA Super Medical Health Care protection for all members of the bargaining unit and his eligible dependents listed on the policy. The rates shall not exceed

\$18.96 month - single person  
35.66 month - employee and children  
43.86 month - employee and spouse  
50.50 month - full family

Any employee that resigns at the end of the school year shall have this benefit discontinued effective July 1.

Section 76

Hospital insurance shall be effective beginning Oct. 1 for all new employees.

Section 77

Any employee shall have the opportunity to select the MEA Dental Care program in lieu of the hospitalization program. The cost of this program shall not exceed \$13.50 per month.

ARTICLE XXII

MEMBERSHIP, FEES AND PAYROLL DEDUCTIONS

Section 78

By the third Friday after the beginning of their employment hereunder, teachers may sign and deliver to the District a notification authorizing deduction of membership dues or assessment of the Association (including the National Education Association and Michigan Education Association.) Such sum shall be deducted from the regular salaries of all such teachers in eight equal payments, starting with the first pay period in October and monthly thereafter, and such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of a given year.

Section 79

Any teacher not authorizing deduction of membership dues and assessments of the Association (including national and state dues) shall contribute an amount equal to the membership dues to a scholarship fund held by the District. The recipient shall be selected by a committee of three members of the Administration and three members of the Association.

Section 80

Extra duty payments will be paid according to extra duty schedule.

Section 81

Payroll deductions shall be made for Grand Rapids Teachers Credit Union, Grand Rapids Income Tax and Annuities. Written notification required for any changes.

Section 82

Teacher may select any one of the following salary payment schedules:

- 21 payments
- 26 payments
- 26 payments, with summer check in total  
with last payment in June.

(Revised)

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KENOWA HILLS PUBLIC SCHOOLS

1973-1974 - - SALARY SCHEDULE

\* \* \* \* \*

<u>Years</u> <u>Experience</u>	<u>A.B.</u>	<u>A.B.+18 sem. hrs.</u>	<u>M.A.</u>	<u>M.A.+18 sem. hrs.</u>
0	\$8,500.		\$9,200.	
1	8,750.	\$8,950.	9,500.	\$9,750.
2	9,275.	9,350.	9,850.	10,100.
3	9,650.	9,800.	10,325.	10,575.
4	10,050.	10,220.	10,875.	11,125.
5	10,475.	10,580.	11,425.	11,675.
6	10,900.	11,050.	11,975.	12,225.
7	11,325.	11,500.	12,425.	12,675.
8	11,800.	11,950.	12,825.	13,075.
9		12,450.	13,325.	13,575.
10			13,825.	14,075.
11			14,475.	14,625.

PROVISIONS:

- A. Seven years experience outside the system shall be given full credit. The Board has the right to exceed this provision in exceptional circumstances.
- B. All salary and fringe benefits for part time teachers shall be pro-rated on the basis of time stipulated by their individual contract.
- C. Graduate Work:

Course fees equivalent to 2 semester hours per year shall be paid by the District. All courses shall be from an accredited institution. Credit for travel tours is not acceptable. The maximum fee shall not exceed the course fees for University of Michigan, Western Michigan University and Michigan State University.

Course fees for any other school shall not exceed the average of the above three universities. All courses will be compensated upon receipt of proof of completion.



EXHIBIT B

EXTRA DUTY SALARY SCHEDULE

SALARY TO BE PAID IN LUMP SUM UPON COMPLETION OF ACTIVITY:

	<u>1st yr.</u>	<u>2nd yr.</u>	<u>3rd yr.</u>
1. <u>DEBATE</u>	\$150.	\$175.	\$200.
2. <u>FORENSICS</u>	150.	175.	200.
3. <u>PLAY DIRECTOR</u>			
Musical	450.	500.	550.
Non-Musical	250.	300.	350.
4. <u>LANCER</u>	150.	175.	200.
5. <u>CHEERLEADING</u> - SR. HIGH	175./squad		
<u>PEP CLUB</u> - JR. HIGH (2)	125. (split)		

SALARY TO BE PAID ON LAST PAYDAY IN JUNE:

1. <u>CLASS SPONSORS</u> - Two per class:			
Freshmen	100.	125.	150.
Sophomores	100.	125.	150.
Juniors	150.	200.	250.
Seniors	200.	250.	350.
2. <u>YEARBOOK</u>			
Senior High	400.	450.	500.
Junior High	150.	175.	200.
3. <u>STUDENT COUNCIL ADVISORS</u>			
Junior High (2)	100. ea.		
Senior High (2)	125. ea.		
4. <u>DEPARTMENT HEADS</u>			
7 High School: Social Studies, English, Math., Science, Bus. Ed., Ind. Arts, 1 to be selected	275. ea.		
4 Junior High			
5. <u>SAFETY PATROL &amp; SERVICE SQUAD</u>	100. ea.		
6. <u>NATIONAL HONOR SOCIETY</u>	50.	75.	100.

SALARY TO BE PAID QUARTERLY IN LUMP SUM:

1. <u>INTRA-MURAL DIRECTORS</u>	4.50 hr.	4.75 hr.	5.00 hr.
2. <u>VOCAL MUSIC</u>			
A. High School (3 public performances min.)	300.	325.	350.
B. Jr. High (2 performances)	150.	175.	200.
3. <u>INSTRUMENTAL MUSIC</u>			
A. High School (3 performances)	900.	950.	1,000.
B. Jr. High (2 performances)	150.	175.	200.
4. <u>SUBSTITUTE TEACHING</u>			
A. High School	\$6. per period		
B. Jr. High	5. per period		

EXTRA DUTY SALARY SCHEDULE (Cont'd)

	<u>1st yr.</u>	<u>2nd yr.</u>	<u>3rd yr.</u>
<u>SUMMER BI-WEEKLY PAYROLL:</u>			
1. SUMMER BAND PROGRAM	3.50 hr.	4.00 hr.	4.50 hr.
2. COUNSELORS - Summer	5.00	5.50	6.00
3. LIBRARIANS - Summer	5.00	5.50	6.00
4. DRIVER EDUCATION	5.00	5.50	6.00
Coordinator will receive an additional \$.25 an hour			

PAID UPON THE COMPLETION OF COACHING DUTIES IN LUMP SUM:  
ATHLETIC SALARY SCHEDULE

This is to be based on a percentage of base salary.

NAME OF POSITION	First Year	Second Year	Third Year	Fourth Year	Fifth Year
ATHLETIC DIRECTOR	11.0%	12.0%	13.0%	14.0%	15.0%
ASST. ATHLETIC DIRECTOR	7.5%	8.0%	8.5%	9.0%	9.5%
BASEBALL - VARSITY	8.5%	9.0%	9.5%	10.0%	10.5%
BASEBALL - RESERVE	6.5%	7.0%	7.5%	8.0%	8.5%
WRESTLING - VARSITY	9.5%	10.0%	10.5%	11.0%	11.5%
WRESTLING - RESERVE	6.5%	7.0%	7.5%	8.0%	8.5%
WRESTLING - JR. HIGH	5.5%	6.0%	6.5%	7.0%	7.5%
BASKETBALL - VARSITY	11.0%	12.0%	13.0%	14.0%	15.0%
BASKETBALL - RESERVE	7.5%	8.0%	8.5%	9.0%	9.5%
BASKETBALL - FRESHMAN	6.5%	7.0%	7.5%	8.0%	8.5%
BASKETBALL - 7th grade	5.5%	6.0%	6.5%	7.0%	7.5%
- 8th grade	5.5%	6.0%	6.5%	7.0%	7.5%
CROSS COUNTRY	6.5%	7.0%	7.5%	8.0%	8.5%
FOOTBALL - VARSITY	11.0%	12.0%	13.0%	14.0%	15.0%
FOOTBALL - ASST. VARSITY	7.5%	8.0%	8.5%	9.0%	9.5%
FOOTBALL - RESERVE	7.0%	7.5%	8.0%	8.5%	9.0%
FOOTBALL - ASST. RESERVE	7.0%	7.5%	8.0%	8.5%	9.0%
FOOTBALL - FRESHMAN	6.5%	7.0%	7.5%	8.0%	8.5%
FOOTBALL - ASST. FROSH	6.5%	7.0%	7.5%	8.0%	8.5%
TRACK - VARSITY	8.5%	9.0%	9.5%	10.0%	10.5%
TRACK - ASST. VARSITY	6.5%	7.0%	7.5%	8.0%	8.5%
GOLF	6.5%	7.0%	7.5%	8.0%	8.5%
ASSISTANT GOLF	5.5%	6.0%	6.5%	7.0%	7.5%
TENNIS	6.5%	7.0%	7.5%	8.0%	8.5%
GIRLS ATHLETICS*	4.0%	4.5%	5.0%	5.5%	6.0%

\*If two squads, a one (1) percent increase at each step.

THE VARSITY COACH SHALL BE RESPONSIBLE FOR THE CO-ORDINATION OF THE ATHLETIC PROGRAM IN THE AREA ON A SYSTEM-WIDE BASIS IN CONJUNCTION WITH AND THE APPROVAL OF THE ATHLETIC DIRECTOR AND THE BUILDING PRINCIPAL.