

Aug. 31, 1976

**KENOWA
HILLS
PUBLIC
SCHOOLS**

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CONTRACT
1974 - 1976**

*Kenowa Hills Public Schools
2325 4-Mile Rd. N.W.
Grand Rapids, Mich. 49504*

**KENOWA HILLS
BOARD OF EDUCATION
AND
EDUCATION ASSOCIATION**

Kenowa Hills Public Schools

DEFINITIONS

This agreement is entered into this 1st day of September, 1974, by and between the Kenowa Hills Education Association, a voluntary Michigan Corporation, hereinafter called the "Association", affiliated with the Michigan Education Association, hereinafter called the "MEA", and the National Education Association, hereinafter called the "NEA", and the School District of Kenowa Hills, the City of Grand Rapids, Michigan, hereinafter called the "Board". The signatories are the sole parties of this Agreement.

DURATION OF AGREEMENT

This agreement, effective as of September 1, 1974, continues in effect until the 31st day of August, 1976. This agreement may not be extended orally and it is expressly understood that it expires on the date indicated.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

By Harold D. Reed
President

By Joseph P. Hosh
President

By Julie M. Butler
Secretary

By Kenneth M. Johnson
Secretary

By Rob P. Hull
Chairperson PN

By Joseph P. Hosh
Chairperson PN

By Richard Denton
PN Committee Member

By William L. Brown
Member

Dated this 1st day of

September 19 74

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Kenowa Hills is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947 as amended, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and,

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, in consideration of the following mutual covenants, it is hereby agreed follows:

INDEX

DEFINITIONS	I
DURATION OF AGREEMENT	II
WITNESSETH	III
RECOGNITION	I 1
TEACHER RIGHTS	II 1, 2
BOARD OF EDUCATION RIGHTS	III 2, 3
NEGOTIATIONS PROCEDURES	IV 2, 3
SCHOOL CALENDAR	V 4, 5
TEACHING HOURS	VI 5, 6
TEACHING LOADS	VII 6
SICK LEAVE	VIII 6, 7
MATERNITY LEAVE	IX 7
PROFESSIONAL, PERSONAL AND ASSOCIATION LEAVE	X 8
VACANCIES, PROMOTIONS AND ASSIGNMENTS	XI 8, 9
REDUCTION OF PERSONNEL	XII 9
STUDENT DISCIPLINE AND TEACHER PROTECTION	XIII 9, 10
OBSERVATION AND EVALUATION	XIV 10, 11
GRIEVANCE PROCEDURE	XV 11, 12, 13
INDIVIDUAL CONTRACTS	XVI 13
NO INTERRUPTION OF EDUCATION CLAUSE	XVII 13
PROMULGATION	XVIII 13
EXTRA DUTIES	XIX 13, 14
MEMBERSHIP FEES AND PAYROLL DEDUCTIONS	XX 14, 15
INSURANCE	XXI 15
SALARY	XXII 15, 16
SALARY TABLES	XXIII
Basic Salary Schedule 1974-75	16
Basic Salary Schedule 1975-76	17
Extra Duty Salary Schedule	17, 18
Athletic Salary Schedule	18, 19

ARTICLE I
RECOGNITION

PARAGRAPH I

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, excluding: elementary, junior high or high school principals and their assistants; administrative assistants; the assistant superintendent of instruction; the superintendent of schools; the community school director; the director of school social services; social workers; office and clerical personnel; nurses; maintenance, custodial or transportation personnel; substitute teachers; Title I teachers; summer school teachers; parent aides; nursery school teachers; teacher aides, library aides, adult education instructors and any other full or part time non-teaching employees.

PARAGRAPH II

If any provision or the application of any provision of this agreement is found to be contrary to law, then that provision or application will be deemed invalid and not subsisting except to the extent of that permitted by law. All other provisions or applications will continue in full force and effect.

ARTICLE II
TEACHER RIGHTS

PARAGRAPH I

Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every certified teaching employee of the Board has the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations 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.

PARAGRAPH II

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

PARAGRAPH III

The Association and its representatives must request approval from the building principal for use of school buildings outside of school hours for meetings. When special custodial service is required, the Board may make a reasonable charge therefor. No charge will be made for use of school rooms until 6:00 P.M.

PARAGRAPH IV

The District will provide a designated Association bulletin board in the teachers

TEACHER RIGHTS - Continued

lounge in each building. Objectionable material may be removed by either the Association or the District.

PARAGRAPH V

The free use of internal district mail service will be extended to the Association. All materials shall be clearly marked "K.H.E.A.". The use of school equipment for Association business will be permitted outside of contractual school hours.

PARAGRAPH VI

A teacher is entitled to have a representative of the Association present when he/she is being formally reprimanded, warned, or disciplined for any infraction of school policy or delinquency in professional performance. When a request for such representation is made, no action will be taken with respect to the teacher until the representative of the Association is present.

PARAGRAPH VII

Neither the Association nor the Board may discriminate against any applicant for employment to be employed in the performance of this contract with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his age, race, religion, color, national origin or sex.

PARAGRAPH VIII

No teacher will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional benefit without just cause.

PARAGRAPH IX

Each teacher has the right to review the complete contents of his personnel file. A representative of the Association may accompany the teacher if so requested. No evaluative material may be placed in the personnel file to which the teacher has not been allowed to respond in writing. All written responses by the teacher will be included in his personnel file. The teacher has the right to remove any written material of which the teacher is sole author from his personnel file at any time.

PARAGRAPH X

The Association has the right and the responsibility to attempt to correct any breaches of professional behavior on the part of its members and may institute proceedings against any member of the Association in accordance with the Constitution and By-Laws of the Association.

ARTICLE III

BOARD OF EDUCATION RIGHTS

PARAGRAPH I

The Association recognizes that the Board has the responsibility and authority for the management and direction, on behalf of the public, of all of the operations and activities of the school district to the extent authorized by law; provided that, such management and direction is exercised by the Board in conformity with the provisions of this agreement.

PARAGRAPH II

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

BOARD OF EDUCATION RIGHTS - Continued

PARAGRAPH III

The Board of Education, being charged by law with the responsibility for policy making, 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 the provisions of the Master Contract.

PARAGRAPH IV

The Board of Education, being charged by law to be the local governing body of this school district, has the right to determine and develop the philosophy of education. The Association agrees to use this philosophy as the basis for all teacher-pupil relationships.

PARAGRAPH V

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, 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;
- c. to provide for athletic, recreational and social events for students as deemed necessary or advisable by the District;
- d. to establish grades and courses of instruction, including special programs, and to decide upon the means and methods of instruction, the selection of textbooks and other teaching materials and the use of teaching aides of every kind and nature;
- e. to determine class schedules, laws of instruction and duties, responsibilities and assignments of teachers;
- f. to establish a curriculum council composed of a teacher representative from each building K-12. Members of this council serve on a voluntary basis and are selected by the assistant superintendent for instruction. Secondary members of the council shall be chosen from a list of department heads.

The council will advise the administration concerning in-service needs, curriculum changes desired and other related instructional matters indicated in paragraph "d" above.

ARTICLE IV

NEGOTIATIONS PROCEDURES

PARAGRAPH I

This contact represents the agreement of both parties on all issues which were the subject of negotiations. During the term of this agreement, neither party is required to re-negotiate with respect to any matter either directly or indirectly related to this agreement.

NEGOTIATIONS PROCEDURES - Continued

PARAGRAPH II

When problems arise relative to the administration of this agreement, representatives of the Board and the Association's Bargaining Committee will meet at a mutually agreed time for the purpose of reviewing the administration of the Contract and to resolve problems that may arise. These meetings are not intended to bypass the Grievance Procedure. Each party will submit to the other, on or before the Friday prior to the meeting, an agenda covering what they wish to discuss. If there are no items presented by either side, the meeting will not take place.

Should a meeting result in a mutually acceptable amendment of the Agreement, then the amendment will be subject to ratification by the Board and the Association. The Negotiation Committees are empowered to effect temporary accommodations to resolve special problems.

In any reviews described in this Article, neither party has any control over the selection of the negotiating or bargaining representatives of the other party; and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each have the necessary power and authority to make proposals, consider proposals and make tentative agreements.

ARTICLE V

SCHOOL CALENDAR 1974 - 1975

PARAGRAPH I

Contract calendar days are days on which teachers are required to report for service. Teachers are not required to report on snow days unless there happens to be more than three (3) snows days during the same contract calendar year in which case teachers will report for service on those days following the first three. Teachers will 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. Teachers may leave upon completion of their duties. Each teacher will notify the building principal that he or she is leaving. This calendar may not violate the standards set by the Department of Education or the North Central Association.

SCHOOL CALENDAR

PARAGRAPH II

		5 days in-service 181 days instruction
1974	AUG. 29	- Orientation - All staff members
	SEPT. 3	- FIRST DAY OF SCHOOL 20 days instruction
	OCT.	- 23 days instruction
	NOV. 1	- ½ day REPORT CARDS
	28	- NO SCHOOL - THANKSGIVING VACATION
	29	- NO SCHOOL - THANKSGIVING VACATION 18½ days instruction

SCHOOL CALENDAR - Continued

DEC. 20	- LAST FULL DAY OF SCHOOL. CHRISTMAS VACATION 15 days instruction
1975 JAN. 2	- CLASSES RESUME
17	- REPORT CARD DAY - END OF SEMESTER 21 days instruction
FEB. 5	½ day In-Service
24	- VACATION 18½ days instruction
MAR. 21	- ½ day REPORT CARDS
24/28	- SPRING VACATION 15½ days instruction
APR.	- 22 days instruction
MAY 26	- MEMORIAL DAY 21 days instruction
JUNE 10 A.M.	- INSTRUCTION
P.M.	- REPORT CARDS
11	- REPORT CARDS AND FINAL CONTRACT DAY 6½ days instruction

* * * * *

The calendar for 1975-76 will be determined at a more appropriate time through the process outlined in Article IV, Paragraph II. The total number of days will not exceed 186 (181 instructional).

ARTICLE VI

TEACHING HOURS

PARAGRAPH I

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

PARAGRAPH II

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

PARAGRAPH III

All teaching personnel agree to remain after the basic school day an additional four (4) hours per month maximum for professional building meetings, when those 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 must 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.

PARAGRAPH IV

Teachers in Grades 1-5 are entitled to 150 minutes of planning time per week within the framework of the specialist program.

TEACHING HOURS - Continued

PARAGRAPH V

All elementary teachers, excluding specialists, will have recess duty on a rotating basis. The building principal will determine the number of teachers need to monitor recess.

PARAGRAPH VI

Elementary teachers are entitled to a duty-free, uninterrupted lunch period of forty-five (45) minutes each day.

PARAGRAPH VII

Junior High teachers are entitled to a duty-free, uninterrupted 25 minute lunch period. The student lunch period will be 50 minutes. Teachers are required to monitor 25 minutes of the student lunch period on a rotating basis as directed by the building administration.

PARAGRAPH VIII

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

PARAGRAPH IX

Planning time shall be used for classroom preparation as well as parental and student consultation.

ARTICLE VII

TEACHING LOADS

PARAGRAPH I

The District agrees to use the following class sizes as guidelines:

K-5	29 maximum, except music
6-12	30 maximum, except music

Exceptions:

P.E. and Typing	40
Shop	25
H.S. Sewing	28
H.S. Cooking	25
Jr. High Home Ec.	28

If the above maximums are exceeded by two or fewer students, the District will provide a half time aide; if the maximums are exceeded by more than two, the District will provide a full time aide.

Individuals may elect to exceed the above maximums.

PARAGRAPH II

Counselors teaching responsibilities are restricted to group counseling situations which may be developed by the District.

ARTICLE VIII

SICK LEAVE

PARAGRAPH I

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

PARAGRAPH II

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

SICK LEAVE - Continued

PARAGRAPH III

Personal illness and emergency medical appointments qualify for sick leave. Absences in excess of five (5) consecutive days may require a statement from a physician. Teachers will attempt to schedule surgery during vacation periods. Special conditions may be approved by the Superintendent.

PARAGRAPH IV

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.

PARAGRAPH V

Sick leave is compensable time off for illness and is given by the District for the protection of the teacher. Sick leave may not be used for any purpose other than that for which it is intended.

PARAGRAPH VI

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

PARAGRAPH VII

The District will provide qualified substitutes for all classroom teaching personnel who find it necessary to be absent from their teaching assignments. A certified substitute in the area of Art, Music and P.E. will be provided if available.

PARAGRAPH VIII

Teachers who leave during the school day because of illness will have deducted from their sick leave allowance one half (1/2) day of sick leave if a substitute is necessary.

PARAGRAPH IX

At the beginning of the school year, each new tenure teacher must contribute 2 days of his/her sick leave allowance to a common bank to be administered jointly by the Association and the District. A tenure teacher has the right to withdraw seven (7) days from this bank for each year of tenure service in the Kenowa Hills school system only after all regular accumulative sick leave has been exhausted. The bank is not accumulative. The Association will determine the method by which the bank is to be replenished. The total number of days in the bank may never exceed twice the number of tenure teachers on the staff.

PARAGRAPH X

In cases of illness or accident wherein the teacher is paid benefits under the Workmen's Compensation Act, sick leave payments will not exceed the difference between the benefits paid under the provisions of the act and normal salary.

PARAGRAPH XI

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

ARTICLE IX

MATERNITY LEAVE

PARAGRAPH I

The Board will grant a maternity leave not to exceed 30 days. This limitation may be exceeded if the teacher's physician certifies that additional time is needed. Upon return the teacher will be given a position for which she is certified and qualified. At any point a teacher may elect to take a professional leave of absence in lieu of maternity leave.

ARTICLE X

PROFESSIONAL, PERSONAL AND ASSOCIATION LEAVE

PARAGRAPH I

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., will not be regarded as absences if prior administrative approval has been granted. All applications must be submitted to the building principal as early as possible. Approval may be given only by the Superintendent with the recommendation of the building principal.

PARAGRAPH II

For regularly employed teachers, two (2) days of the sick leave allowance are 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 their personal days. If no personal day is left, it may be taken from the sick day allowance. Personal necessity days are for the purpose of conducting personal business which is impossible to transact on weekends, after school hours or during vacation periods. They may not be used for personal pleasure, to extend vacation time or to seek other employment, except when a teacher has been laid off. They may not be used on the first or last day of school. Personal necessity days used for conferences must be limited to 10% of the building staff on any given day. Personal necessity days may be taken in $\frac{1}{2}$ day units only.

PARAGRAPH III

A teacher has 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/she 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. While on a leave of absence a teacher may maintain his or her own insurance benefits at the teacher's own initiative and on a self pay basis wherever that conforms with the policy of the carrier.

PARAGRAPH IV

A maximum of twelve (12) days will be granted for Association leave. The daily rate of the substitute teacher's salary and the absent teacher's salary will be divided equally between the District and the Association. The request for Association leave will be made in writing to the Superintendent and signed by two Association officers. No portion of the unused twelve (12) days allotted to the Association for the year 1974/75 will be added to the twelve (12) days allotted for the year 1975/76. These days will not be used for preparation for fact finding, mediation or arbitration.

ARTICLE XI

VACANCIES, PROMOTIONS AND ASSIGNMENTS

PARAGRAPH I

Whenever a vacancy occurs in a professional, extra duty or administrative position, written notice of the vacancy will be given to the President of the Association and will be posted in every school building. No vacancy will be filled on a permanent basis until the position has been posted for ten days. The District is not required to consider applications submitted after the posting period has ended. A position may be filled on a temporary basis, in case of an emergency, but only for the duration of the posting period. The same policy will prevail during the summer except that the Board is required to post the notice in the administration and the high school buildings.

VACANCIES, PROMOTIONS AND ASSIGNMENTS - Continued

PARAGRAPH II

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.

PARAGRAPH III

The teacher affected by a change in grade, subject assignment, or building, will be notified and consulted by the District as soon as possible. All changes will be voluntary to the extent possible.

PARAGRAPH IV

Any request by a teacher for a change of assignment will be made annually in writing to his building principal.

ARTICLE XII

REDUCTION OF PERSONNEL

PARAGRAPH I

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 those teachers affected 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

PARAGRAPH I

The District recognizes its responsibility to give all reasonable support and assistance to teachers with respect to maintaining control and discipline in the classroom. The District further recognizes that the teacher cannot fairly be expected to assume the role of warden or custodian for emotionally impaired students, provided that those students have been diagnosed as emotionally impaired. If it appears that a student requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons selected by the District, upon recommendation of that person, the Administrative staff will take reasonable steps to assist the teacher in the discharge of his/her duty with respect to the student.

PARAGRAPH II

Any case of assault upon a teacher by a student must be promptly reported to the principal. The District will provide legal counsel to defend the teacher with respect to such assault. Any form of physical punishment of the pupil by the teacher is prohibited.

PARAGRAPH III

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 be most constructively dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher may use whatever force is necessary to protect himself/herself from attack or to prevent injury to any individual.

PARAGRAPH IV

Time lost by a teacher in connection with an assault by a student is not charged.

STUDENT DISCIPLINE AND TEACHER PROTECTION - Continued

against sick leave until after a minimum of 80 contract days has elapsed. The 80 day limitation may carry over from one contract year to the next. Compensation must be paid only if the teacher is blameless in the incident.

PARAGRAPH V

The District will reimburse a teacher for any loss or damage to his/her personal effects as a result of an assault by a student on the teacher or his/her property while the teacher is on duty in the school, on the school premises or on school business.

PARAGRAPH VI

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

ARTICLE XIV

OBSERVATION AND EVALUATION

PARAGRAPH I

All observations of the work performance of teachers will be conducted openly and with the full knowledge of the teacher. Anytime a reprimand is issued, the teacher can assume it may appear on his or her next evaluation.

PARAGRAPH II

Each probationary teacher must be observed for a total of not less than four (4) hours per year. Two (2) hours of observation must be completed by December 1, and a written report relative to that period must be filed within ten (10) days following the completion of the observations. The final two (2) hours of observation must be completed by March 15, and a written report relative to that period must be filed within ten (10) days following the completion of the observations. No single period of classroom observation will be less than thirty (30) minutes.

PARAGRAPH III

Each tenure teacher must be observed for not less than one (1) hour per year. The total observation period must be completed before March 15, and a written report relative to that period must be filed within ten (10) days following the completion of the observations. No single period of classroom observation will be less than thirty (30) minutes.

PARAGRAPH IV

If an evaluator reports that the work performance of a teacher is unacceptable or unsatisfactory, then the evaluator must identify, in specific terms, what activities, actions or behavior the teacher displayed, allowed or motivated which precluded an acceptable or satisfactory written evaluation. The evaluator must include a list of suggestions in the evaluation which the teacher may employ to correct any unacceptable or unsatisfactory activity, action or behavior in the performance of his/her responsibilities.

PARAGRAPH V

If a teacher's work performance is judged as unacceptable or unsatisfactory by an evaluator, the teacher has the right to a second observation - evaluation period during that year.

PARAGRAPH VI

An evaluation which jeopardizes a teacher's position is subject to the Grievance Procedure.

OBSERVATION AND EVALUATION - Continued

PARAGRAPH VII

One copy of any written evaluation will be included in the teacher's personnel file. The written evaluation must be discussed with the teacher and signed by the teacher. It is understood that the teacher's signature indicates only that the teacher is aware of the evaluation. The signature does not mean that the teacher agrees with the content of the evaluation.

PARAGRAPH VIII

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

ARTICLE XV

GRIEVANCE PROCEDURE

PARAGRAPH I

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 grievance 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, includes any individual or group of teachers who is certified.
- 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 the context of the Grievance Procedure, except where otherwise indicated, means contract days.

PARAGRAPH II

PURPOSE

The primary purpose of the Grievance Procedure is to secure, at the lowest level possible, equitable solutions to problems which may arise between the District and members of the Association.

PARAGRAPH III

PROCEDURAL RULES

- a. Any teacher, who has filed a grievance, has the right to discuss the grievance, informally, with any appropriate member of the administration.
- b. Although the time limits of the procedure may be extended by mutual consent, the number of days indicated at each level must be considered the maximum. Every effort should be made to expedite the matter. No grievance may be filed beyond 15 days after the alleged infraction. This is not to be construed to preclude the filing of a grievance in the event of non-awareness.
- c. If the party of interest fails to appeal a decision from any level of the procedure within the time limits set forth in the procedure, no further processing of that particular grievance will be permitted except where otherwise indicated.
- d. A party of interest may elect to process a grievance by himself, ask the Association to help him process the grievance or ask the Association to process the grievance on his behalf.

GRIEVANCE PROCEDURE - Continued

- e. Any party of interest, at his own discretion, may be represented at all meetings or hearings at any level of the Grievance Procedure by another teacher or another person. When a teacher elects not to be represented by the Association, the Association has the right to be present and to state its views at all levels of the procedure, except where the grievance involves only questions of fact peculiar to the individual grievant.
- f. During the pendency of any proceedings and until a final determination has been reached, all proceedings are private, and no preliminary disposition will be made public without mutual consent.
- g. A party of interest may withdraw a grievance at any level without prejudice. If, in the judgment of the Association or its Grievance Committee, the grievance affects a group of teachers, the Grievance Committee may process the grievance at the appropriate level.
- h. An arbitrator does not have the power to alter, modify, add to or subtract from the provisions of this agreement. His authority is limited to deciding whether a specific provision of this agreement has been violated and is subject to, in all cases, the rights, responsibilities and authority of the parties of interest under the Michigan General School Laws and any other national, state, county, district or local laws. The arbitrator may 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 set forth above, is final and binding.
- i. The arbitrator's fee and other expenses of arbitration will be divided equally between the parties. Each party must bear his own, personal expenses in connection with the grievance.

PARAGRAPH IV

LEVELS OF THE PROCEDURE

LEVEL ONE

A party of interest with a grievance will discuss the matter with his principal, either individually or with his Association Representative present, for the purpose of resolving the matter informally. The principal must make his decision known in writing within five (5) days.

LEVEL TWO

If an unsatisfactory decision is received at level one, the grievance may be filed, within five (5) days, with the Superintendent. Within ten (10) days from the receipt of the grievance by the Superintendent, he must render a decision, in writing, as to the solution.

LEVEL THREE

If an unsatisfactory decision is received at level two, the grievance may be filed, within five (5) days, with the Board of Education. Within ten (10) days from the receipt of the grievance by the Board, the Board's review committee must meet with the party of interest and/or the Association Grievance Committee for the purpose of arriving at a mutually satisfactory solution to the problem. The Board's decision must be rendered in writing within ten (10) days. Committees are limited to a maximum of seven (7) members each.

LEVEL FOUR

If an unsatisfactory decision is received at level three, the party of interest has the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the American Arbitrators Association. The time limits at this level are determined by the arbitrator.

GRIEVANCE PROCEDURE - Continued

PARAGRAPH V

GRIEVANCE PROCEDURE EXCLUSION

The following matters will not be the basis of any grievance filed under the procedure outlined except for breach of Master Contract.

- a. The termination of services of or failure to re-employ any probationary teacher.
- b. The placing of a non-tenure teacher on a third year of probation. The reasons for action taken in a or b will be listed in teacher's file.

ARTICLE XVI

INDIVIDUAL CONTRACTS

PARAGRAPH I

This agreement supersedes any rules, regulations, practices of the District or individual contracts issued by the District which are contrary to or inconsistent with its terms. The provisions of the Agreement are considered part of the established policies of the District.

ARTICLE XVII

NO INTERRUPTION OF EDUCATION CLAUSE

PARAGRAPH I

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 XVIII

PROMULGATION

PARAGRAPH I

Copies of this agreement will be printed at an expense to be shared equally by the District and the Association.

ARTICLE XIX

EXTRA DUTIES

PARAGRAPH I

No teacher is entitled to hold more than three (3) extra duties annually. In the area of athletics, no teacher will hold more than one major and one minor coaching position. In the event that no qualified applicant can be found, the three job limitation and the one major and one minor restriction may be waived by the administration.

EXTRA DUTIES - Continued

PARAGRAPH II

A written evaluation of each non-athletic duty will be completed by the building administrator each year. The evaluation must be completed by June 1 or within twenty (20) days after the conclusion of the activity, whichever is earlier, and placed in the teacher's file. The teacher must receive a copy and is entitled to a conference at his or her discretion.

PARAGRAPH III

In the area of athletics, the athletic director or the building principal, in conjunction with the varsity coach of that sport, evaluates each coaching position. The District retains final jurisdiction. The evaluation shall be completed by June 1 or within 20 days after the conclusion of the activity whichever is earlier. The coach involved must receive a copy and is entitled to a conference at his/her discretion.

PARAGRAPH IV

Extra duties are all tasks defined in Tables III and IV. The Board reserves the right to cancel the activity.

ARTICLE XX

MEMBERSHIP FEES AND PAYROLL DEDUCTIONS

PARAGRAPH I

By the third Friday after the beginning of the contract year, teachers may sign and deliver to the District a notification authorizing deduction of membership dues or assessments of the Association including national, state and local dues. The total dues and assessments will be deducted from the regular salaries of teachers in eight (8) equal payments beginning with the first pay period in October. The authorization for dues deductions will continue in effect from year to year unless revoked in writing between June 1 and September 1 of a given year.

PARAGRAPH II - AGENCY SHOP

- A. Any teacher who is not a member of the Association in good standing or who does not make application for membership with thirty (30) days from the date of commencement of teaching duties, shall, as a condition of employment, pay a Service Fee to the Association, an amount equivalent to the dues uniformly required to be paid by members of the Kenowa Hills Education Association; provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in the preceding article. In the event that a teacher does not pay such Service Fee or authorize payment through payroll deduction, as provided in the preceding article, the Board will, at the request of the Association, deduct the Service Fee from the teacher.
- B. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for Professional Dues or Service Fee, the Board agrees promptly to disburse said sums upon direction of the Association.
- C. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this article of the collective agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or action, subject however, to the following conditions:
Financial Responsibility
 1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
 2. The Association, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision

MEMBERSHIP FEES AND PAYROLL DEDUCTIONS - Continued

of any court or other tribunal regarding the validity of the section or the damages which may be assessed against the Board by an court or tribunal.

3. The Association has the right to choose the legal counsel to defend any said suit or action.
4. The Association has the right to compromise or settle any claim made against the Board under this section.

D. This article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.

PARAGRAPH III

Payroll deductions will be made for the Grand Rapids Teachers Credit Union, Grand Rapids Income Tax and Annuities. Written notification is required for any change.

ARTICLE XXI

INSURANCE

PARAGRAPH I

The Board provides 90% of the total costs of MESSA's Super Med 2 protection for all teachers and their eligible dependents listed on the policy, for the duration of this Agreement.

PARAGRAPH II

Any employee has the right to select the MEA Dental Care Program, Plan Designation E, in lieu of the hospitalization program. The total cost of this program will be paid by the Board for the duration of this Agreement.

In addition, the teachers, as a group, have the option of selecting an additional plan not to exceed \$3.88.

PARAGRAPH III

Hospital Insurance will be effective beginning September 1 for all new employees.

ARTICLE XXII

SALARY

PARAGRAPH I

The Athletic Director and the Assistant Athletic Director will be paid (see Table IV) in two equal payments, at the end of the 2nd and 4th quarters.

PARAGRAPH II

Any teacher may select one of the following salary payment schedules:

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

PARAGRAPH III

Seven years experience outside the system will be given full credit. The Board has the right to exceed this provision in exceptional circumstances.

PARAGRAPH IV

All salary and fringe benefits, as well as responsibilities, for part-time teachers are pro-rated on the basis of time stipulated by their individual contracts.

SALARY - Continued

PARAGRAPH V

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

ARTICLE XXIII SALARY TABLES

TABLE I - BASIC SALARY SCHEDULE 1974/75

<u>EXPERIENCE</u>	<u>A.B.</u>	<u>A.B. + 18</u>	<u>M.A.</u>	<u>M.A. + 18</u>
0	\$9,200	\$9,200	\$9,752	\$9,752
1	9,450	9,650	10,070	10,335
2	9,875	10,050	10,441	10,706
3	10,400	10,500	10,945	11,210
4	10,775	10,950	11,528	11,793
5	11,175	11,370	12,110	12,375
6	11,600	11,730	12,694	12,958
7	12,025	12,200	13,170	13,435
8	12,508	12,667	13,595	13,860
9	13,032	13,197	14,125	14,390
10	(*)	13,751	14,655	14,920
11			15,344	15,503

(*) Step to be included on the 1975-76 salary schedule. The amount on the step will be the step earlier + the average annual increment in that column.

TABLE II - BASIC SALARY SCHEDULE 1975/76

On the 1st day of the contract calendar 1975/76, the salary schedules (Tables I & III) are to be increased by an amount to be calculated in the following manner:

1. Divide the difference between the July 1975 Consumer Price Index and the July 1974 CPI by the July 1974 CPI and convert to a %.

* EXAMPLE: July 1975 CPI = 125.5
July 1974 CPI = 121.6

$$3.9 / 121.6 = .032$$

$$** .032 \text{ converted to } \% = 3.2\%$$

$$1975-76 \text{ scale} = 1974-75 \text{ scale} \times 103.2\%$$

2. Subtract 5% from the figure arrived at through Step 1. (5% represents the cost of the non-contributory retirement program which is included as a part of the 1975-76 salary package.)
3. Apply the difference between the cost of living % figure arrived at through Step 1 and the 5% from Step 2 (that difference is not to exceed 5% or be less than 0%) to the B.A. base figure from Table I and add that dollar amount to each step on the salary schedule.
The percentage will apply to all steps in Table III.

* The CPI National figure will be used for the basis of determining cost of living.

** The % figure must be rounded to the nearest .1 of a % (.05 will become .1)

TABLE III - EXTRA DUTY SALARY SCHEDULE

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

	<u>1st year</u>	<u>2nd year</u>	<u>3rd year</u>
1. DEBATE	\$159.00	\$185.50	\$212.00
2. FORENSICS	159.00	185.50	212.00
3. PLAY DIRECTOR			
Musical	477.00	530.00	583.00
Non-Musical	265.00	318.00	371.00
4. LANCER	159.00	185.50	212.00
5. CHEERLEADING - SR. HIGH	185.50/squad		
PEP CLUB - JR. HIGH	132.50 (split)		

SALARY TO BE PAID ON LAST PAYDAY IN JUNE:

1. CLASS SPONSORS - Two per class:			
Freshmen	106.00	132.50	159.00
Sophomores	106.00	132.50	159.00
Juniors	159.00	212.00	265.00
Seniors	212.00	265.00	371.00
2. YEARBOOK			
Senior High	424.00	477.00	530.00
Junior High	159.00	185.50	212.00

TABLE III - EXTRA DUTY SALARY - Continued

	<u>1st year</u>	<u>2nd year</u>	<u>3rd year</u>
3. STUDENT COUNCIL ADVISORS			
Junior High (2)	106.00 each		
Senior High (2)	132.50 each		
4. DEPARTMENT HEADS			
7 High School: Social Studies, English, Math, Science, Bus. Ed., Industrial Arts, Guidance	291.50 each		
4 Junior High			
5. SAFETY PATROL & SERVICE SQUAD	106.00 each		
6. NATIONAL HONOR SOCIETY	53.00	79.50	106.00

SALARY TO BE PAID QUARTERLY IN LUMP SUM:

1. INTRA-MURAL DIRECTORS	4.77 hour	4.94 hour	5.30 hour
2. VOCAL MUSIC			
A. High School (3 public performances min.)	318.00	344.50	371.00
B. Jr. High (2 performances)	159.00	185.50	212.00
3. INSTRUMENTAL MUSIC			
A. High School (3 performances)	954.00	1,007.00	1,060.00
B. Jr. High (2 performances)	159.00	185.50	212.00
4. SUBSTITUTE TEACHING			
A. High School	6.36 per period		
B. Jr. High	5.30 per period		

SUMMER BI-WEEKLY PAYROLL:

1. COUNSELORS - Summer	5.30 hr.	5.83 hr.	6.36 hr.
2. LIBRARIANS - Summer	5.30	5.83	6.36
3. DRIVER EDUCATION	5.30	5.83	6.36

Coordinator will receive an additional \$.25 per hour

TABLE IV - ATHLETIC SALARY SCHEDULE

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

PAID UPON THE COMPLETION OF COACHING DUTIES IN LUMP SUM:

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%
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%

TABLE IV - ATHLETIC SALARY - Continued

NAME OF POSITION	First Year	Second Year	Third Year	Fourth Year	Fifth Year
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 - ASST.	7.0%	7.5%	8.0%	8.5%	9.0%
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%
TENNIS	6.5%	7.0%	7.5%	8.0%	8.5%
GIRL'S BASKETBALL	5.5%	6.0%	6.5%	7.0%	7.5%
GIRL'S VOLLEYBALL	4.5%	5.0%	5.5%	6.0%	7.0%
GIRL'S SOFTBALL	4.5%	5.0%	5.5%	6.0%	7.0%
GIRL'S GOLF	4.5%	5.0%	5.5%	6.0%	7.0%
GIRL'S TENNIS	4.5%	5.0%	5.5%	6.0%	7.0%