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Michigan Education Association

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Kent City  
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KENT CITY EDUCATION ASSOCIATION AGREEMENT

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Reviewed Sept 7, 1967

Kent City Bd of Educ.

MEA  
1216 Kendall  
E. Lansing, Mich.  
48823

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2. Yes  
4. No.  
3 Dur. June 30, 1968

KENT CITY EDUCATION ASSOCIATION AGREEMENT

This agreement entered into this first day of July, 1967 by and between the Board of Education of Kent City Community Schools, Kent City, Michigan, hereinafter called the "board", and the Kent City Educators Association, hereinafter called the "Association".

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Kent City Community Schools is their mutual aim and that the character of such education depends predominately upon the quality and morals 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 Act 379 of the Michigan Public Acts of 1965, 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, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize,

In consideration of the following mutual covenants, it is hereby agreed as follows:

## ARTICLE I

### Recognition

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure, probation and on per diem appointments, classroom teachers, substitute teachers, guidance counsellors, librarians employed or to be employed by the Board, but excluding supervisory and executive personnel and office and clerical employees. The term "teacher", when used hereinafter in this agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this agreement. Nothing contained herein shall be construed to prevent an individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this agreement.
- C. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association (including the National Education Association and the Michigan Education Association) upon such conditions as the Association shall establish. Such sum shall be deducted as dues from the regular salaries of the Association members and remitted as frequently as deducted to the association.

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

## ARTICLE II

### Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right to freely 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 employment of any rights conferred by Act 379 or any 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 activities of the Association or collective personal negotiations with the Board, or his institution of any grievances, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

B. The parties specifically recognize that each has the right to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this agreement, and the Board and Association agree to be bound by any lawful order or award thereof, where such award does not conflict with express powers and duties granted the Board by Legislative Act.

C. The Association shall have the right to use the school building facilities at all reasonable hours for meetings.

D. The Board agrees to furnish to the Association in response to requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

E. Openings in subject areas or positions within the system be made available upon request to teachers within the system and be posted.

#### PROFESSIONAL COMPENSATION III

A. The salaries of teachers covered by this Agreement are set forth in Article XIV which is incorporated in this agreement. These salaries will be paid in 26 installments. Such salary schedule will remain in effect during the term of this agreement, provided that upon written notice to the other party at least sixty (60) days prior to the first day of May of 1968, either party may request the re-opening of negotiation of such salary schedule.

B. Individual teacher contracts shall be made subject to the terms and conditions of the master agreement between the parties that covers the same school year as the individual contracts do. After final ratification of the master agreement by the parties, individual teacher contracts shall be issued at the earliest possible date and teachers interested in returning to the system shall return their contracts within fourteen (14) days after receipt thereof.

#### ARTICLE IV

A. Teachers shall arrive at school at least one-half hour before classes begin and stay at school at least twenty minutes after school is dismissed. Special arrangements for personal reasons may be made with the school principal. The Association and its members recognize that as a professional, the proper discharge of a teacher's responsibility to his students and the School District will require him to devote time outside normal school hours to prepare lessons and plans, grade papers, attend staff and other meetings, meet with parents, etc., and agree that such professional responsibilities will be met.

B. Every teacher shall be entitled to a 30 minute duty free lunch period.

C. Teachers shall be at their respective teaching stations 10 minutes prior to their first class in A.M. and 5 minutes prior in P.M.

#### TEACHING LOADS AND ASSIGNMENTS

A. The normal weekly teaching load in the senior high school and junior high school will include 5 preparation periods and no teacher will be required to have over four different preparations. The normal weekly teaching load in the elementary schools will be not more than 30 teaching hours.

B. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified by July 15 of all scheduling completed at that time. . Everyone will be provided the completed schedule as soon as it is done. Such changes will be made only after consultation with teachers involved. Every effort will be made to avoid reassigning teachers of the elementary grades to different grade levels, i.e. from early to later elementary and later to early levels.

C. In the event that any teacher will be asked to teach an academic class without a duty free period each day, a remuneration equal to 1/8 of his contractual teaching salary shall be added to his salary, based on the school year of 38 weeks. If a study hall or physical education class is assigned, the teacher will be reimbursed at 1/10 of his contractual teaching salary for 38 weeks.

The teacher will have the right to accept or reject the assignment without jeopardizing any future contracts. The teacher will also have the right to teach during his preparation period without remuneration if he so desired.

D. Assigned noon duty where such duty cuts into the preparation period will be reimbursed at an hourly rate.

#### Teaching Conditions

A. Telephone facilities shall be made available to teachers for their reasonable use.

B. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of the teacher. The private and personal life of any teacher is not within the concern of the Board as long as the teacher adheres to the code of ethics set forth by the M.E.A. and N.E.A.

### ARTICLE VII

#### Absence of Employees

A. Acceptable reasons for leave with pay are personal illness or injury, quarantine, and serious illness or death in the immediate family of the employee. "Immediate family" has been interpreted to include father, mother, brother, sister, husband, wife, child, parent-in-law or any other member of the family who has clearly stood in the same relationship with the employee as any of these.

B. The annual allowance for contractual staff members who are absent for any of the reasons listed above (in paragraph A) shall be:



1. Ten days per year will be granted until 50 days have accumulated. Thereafter sick leave will accumulate at 5 days per year until 120 days have been obtained.
2. That beyond the ten or more accumulated days to which the individual teacher is entitled, the cost of hiring a substitute, whether or not one is available, will be deducted from the teacher's salary and the difference in salary paid to the teacher. This will not continue more than thirty days beyond accumulated sick leave or until the maximum of 120 days is reached.
3. All personnel using sick leave will complete in duplicate the Teacher Absentee Report. One copy to Superintendent, one returned to the teacher.

C. The principal must be notified before 7:30 in the morning, or in the evening before, if known, and arrangements made with the principal of the building for all emergency or sick leaves.

D. In all cases of absence due to illness or injury beyond the accumulated maximum sick leave will be considered by the Board as each separate case arises.

E. Time Lost Clause:

Pay for time lost. An in service meetings not more than three days shall be allowed to each teacher. Other time off except for bonified illness is provided in ARTICLE VII Paragraph A. Limited time off may be granted provided:

- a. The employee secured a qualified substitute and pays for his services.
- b. Allows the standard substitutes' pay to be deducted from his salary.

c. If a. or b. is not selected by the teacher, or if not acceptable, 1/190 of the yearly salary shall be deducted for each day away from work.

F. Two days for "personal business" may be granted if prior approval of the superintendent is given. Time will be deducted from sick leave. "Personal business" in general is interpreted to be legal or business matters that cannot be conducted outside school hours.

G. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States.

H. Pregnancy: Teachers in High School shall not continue beyond the fifth month of pregnancy. All leaves for pregnancy will be without pay.

#### ARTICLE VIII

##### Insurance Protection

Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board agrees to furnish teachers with the following insurance protection. The Board shall provide \$5.65 toward hospitalization, and/or Health and Accident Insurance per month.

#### ARTICLE IX

##### Teacher Evaluation

A. All monitoring or observation of work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address or audio systems, and similar surveillance devices shall be strictly prohibited.

B. Each teacher shall have the right upon request to review all materials in his personnel file placed there and originated by Kent

City Community Schools. A representative of the Association may be requested to accompany the teacher in such a review.

C. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such a representative of the Association is present. The Administration reserves the right to have a representative present, to record the proceedings or both for transmittal to the Board whenever an Association representative is called in.

#### ARTICLE X

##### Protection of teachers

A. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. Good order and discipline is necessary for effective teaching. Each teacher is responsible for maintaining such an atmosphere in each of his classes. The Board recognizes, however, that through its Administrative Staff it must support its teachers in taking all necessary actions to maintain proper classroom order, and agrees to do so.

B. Any complaint by a parent of a student directed toward a teacher shall promptly be called to the teacher's attention.

C. Teachers shall be expected to exercise reasonable care with respect to the safety of the pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for damage or loss to person or property.

## ARTICLE XI

### Negotiation Procedures

A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon request by either party to the other. The parties undertake to cooperate in meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. In the event that the salary schedule is reopened for negotiation by either party, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least sixty days prior to the expiration date of the Agreement, the parties will likewise begin negotiations for a new agreement covering wages, terms and conditions of employment of teachers employed by the Board.

C. In any negotiations described by this article, neither shall have 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 of majority of the Board of Education and by a majority of membership of the Association, but the parties mutually pledge that representatives selected each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations of

bargaining, subject only to such ratification.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate. The Board, Association and each teacher recognize that their primary responsibility is to the children of the District and declare that their mutual objective is to provide those children with a proper education. To that end it is agreed that during the life of this agreement they will not permit, cause or encourage any interruption, disturbance or interference with the continuous, normal education of such children by sanction, concerted activity or otherwise, and that any difference of opinion or dispute which there may be between or among themselves, will be resolved by the methods provided herein, including arbitration, and not allowed to effect in any way the normal education afforded the children of the Kent City School District.

#### ARTICLE XII

##### Professional Grievance Negotiation Procedure

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, or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms or conditions of employment, may file a written grievance with the Board or its designated representative. The Board hereby designates for its representatives for such purpose the principal in each school building and the superintendent of school when the particular grievance arises

in more than one building.

B. Within five days of the receipt of the grievance the designated representatives of the Board shall meet with the Association in an effort to resolve the grievance. The affected may or may not be present at such meeting. If the meeting is with the school principal and the parties cannot agree, the grievance shall be promptly transmitted to the superintendent who shall have five days thereafter to approve or disapprove the grievance. If ;the grievance is transmitted directly to the superintendent he shall have ten days from receipt to approve or disapprove it. If the grievance shall be denied by the superintendent, either upon review of the action of t the school principal, or in the first instance, the superintendent shall answer the grievance in writing and the grievance and answer shall be transmitted to the Board.

C. At its next regular meeting, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than 20 days after its submission to the Board.

D. If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to arbitration before an impartial arbitrator selected by the parties. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing. The Board and

Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the Board and to the Association. The arbitrator shall have no power to alter, add to or subtract from the terms of this agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgement thereon may be entered in any court of competent jurisdiction, where such award does not conflict with or deny the powers and duties of the board granted by Legislative Act.

E. If any teacher for whom a grievance is sustained shall be found to have<sup>been</sup>/unjustly discharged, he shall be reinstated with full reimbursement for all compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid him.

F. The costs of any arbitration under this Article shall be shared equally by the Board and the Association.

### ARTICLE XIII

#### Miscellaneous Provisions

A. The Associations shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the district.

B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this agreement. The provisions of this Agreement shall be incorporated into and be considered part

of the established policies of the Board.

C. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

D. If any provision of this Agreement or any application of this agreement to any employee or group of employees shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provision or applications shall continue in full force and effect.

E. This Agreement shall not be effective until approved as to form by counsel. The counsel will be approved by both parties. The counsel fee will be paid by the Board.

#### ARTICLE IV

#### Salary Schedule

(See Next Page)



# 1967-1968 SALARY SCHEDULE

STEP	INDEX	BA	INDEX	BA+15	INDEX	MA	INDEX	MA+30	INDEX	NON DEGREE
1	1,000	5800	1,030	5974	1,080	6264	1,160	6728	0,900	5220
2	1,030	5974	1,060	6148	1,110	6438	1,190	6902	0,930	5394
3	1,065	6171	1,095	6351	1,145	6641	1,235	7163	0,960	5568
4	1,115	6467	1,145	6641	1,195	6931	1,290	7482	1,000	5800
5	1,170	6786	1,200	6960	1,250	7250	1,345	7801	1,040	6032
6	1,225	7105	1,255	7279	1,305	7569	1,400	8120	1,080	6264
7	1,280	7424	1,310	7598	1,360	7888	1,455	8439	1,120	6496
8	1,335	7743	1,365	7917	1,415	8207	1,510	8758	1,160	6728
9	1,390	8062	1,420	8236	1,470	8526	1,565	9077	1,200	6960
10	1,445	8381	1,475	8535	1,525	8845	1,620	9396		
11	1,500	8700	1,530	8874	1,580	9164	1,675	9715		
12					1,635	9483	1,730	10034		
13							1,785	10353		
14										
15										
16	1,555	9019	1,585	9193						
17					1,640	9802				
18							1,840	10672		
19										
20										
21	1,610	9338	1,640	9512						
22					1,745	10,121				
23							1,895	10991		
24										
25										
26	1,665	9657	1,695	9831						
27					1,800	10,440				
28							1,950	11,310		

## ARTICLE IV (continued)

### Salary Schedule

1. AB + 10 hours required for permanent and ever hour beyond AB + 10 will be reimbursed at \$20 per Semester Hours or \$15 per term hour.
2. Credit for experience outside the school system shall be evaluated by the Board and credit shall be allowed whenever the prior service of the teacher is deemed satisfactory. Full credit shall be given for the first five (5) years of experience and may be given up to 10 years.
3. Increments become effective September 1 of each year and advancement under the salary schedule shall be automatic as of September 1 or February 1 following completion of required academic or professional courses; except, the teacher hired in above the salary scale shall remain at that step until his years of experience in teaching bring him to his proper step on the salary schedule.
4. The Association recognizes the special requirements and special certification required by the instructors of Vocational, Special Education, Remedial Reading courses and for Librarians, and Counsellors. The Association recognizes the necessity of having qualified personnel in these areas to provide a well rounded educational experience for our students and further recognizes the authority of the Board to grant additional steps above the regular salary schedule to secure the necessary qualified personnel for these positions.
5. Teachers will be reimbursed for reasonable expenses incurred when attending meetings which the Board of Education or administration considers to be beneficial to the teacher.

ARTICLE XIV (CONTINUED)

Supplement to Salary Schedule

For the school year 1967-1968 one-half of the net increase in State Aid per pupil is to be divided equally among the teachers.

ARTICLE XV

Duration of Agreement

This Agreement shall be effective as of July 1, 1967, and shall continue in effect for one year until the 30th day of June, 1968.

In Witness Whereof, the parties hereto have set their hands at Kent City Community Schools, Kent City, Michigan, the first day of July, 1967.

BOARD OF EDUCATION

ASSOCIATION NEGOTIATORS

\_\_\_\_\_  
Frank Vanden Heuvel, Pres.

\_\_\_\_\_  
Elizabeth Croel

\_\_\_\_\_  
Clifford Longcore, Vice Pres.

\_\_\_\_\_  
James Herin

\_\_\_\_\_  
George W. Hanson, Sec'y

\_\_\_\_\_  
Ruth Anderson

\_\_\_\_\_  
Richard Peters, Treas.

\_\_\_\_\_  
Jack Swanson

\_\_\_\_\_  
Charles Saur

\_\_\_\_\_  
Lois Mc Clurg

\_\_\_\_\_  
James Mathews

\_\_\_\_\_  
Nellie Emeric

\_\_\_\_\_  
Charles Patterson

\_\_\_\_\_  
Lawrence Williams