

August 30, 1976

# Kent City

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Kent City Community Schools  
Kent City, Mich.  
49330

This Agreement entered into this 20th day of November, 1975 by and between the Board of Education of Kent City Community Schools, Kent City, Michigan, hereinafter called the "Board," and the Kent City Education Association, hereinafter called the "Association."

WITNESSETH

Whereas the members of the teaching profession are particularly qualified to recommend for consideration policies and programs designed to improve educational standards, and

Whereas the Board of Education is required by law to negotiate with the Kent City 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,

Hereby agree as follows:

ARTICLE I: RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all certified classroom teachers, guidance counselors, and librarians employed by the Board. It is understood that all supervisory, administrative, and executive personnel, including, but not limited to, superintendents, assistant superintendents, principals, and assistant principals, and all other employees not specifically included as part of the bargaining unit as mentioned above shall not be covered by this agreement. The term "teacher" when used hereinafter in this agreement, shall refer to all employees represented by the Association in the bargaining unit as above defined, and reference 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 any 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, provided that the Association has been given opportunity to be represented at such adjustment.

- C. Nothing contained herein shall be construed to deny or restrict any teacher rights he may have under the Michigan General School Laws. The rights granted to each teacher hereunder shall be deemed to be in addition to those granted elsewhere.

ARTICLE II: TEACHER AND ASSOCIATION 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 and negotiations. The Board undertakes and agrees that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association or negotiations or his institution of a grievance, 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 Michigan Employment Relations Commission, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this agreement.
- C. The Association shall be granted 8 association days per year. The superintendent shall be notified one (1) week in advance of such leave and the use of such leave is subject to his final approval.

- D. The Association shall have the right to use the school building facilities after regular school hours for official business of the Association providing said use has first been cleared with the Administration.
- E. The Board agrees to furnish to the Association in response to written request from time to time such information as is available concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information which may be necessary for the Association to process any grievance or complaint.
- F. Openings in subject areas or positions within the system shall be made available upon request to teachers within the system and shall be posted. Whenever a vacancy arises or is anticipated, in any position for which members of the unit are qualified, the Superintendent shall notify the Association President and post notice of the same on a bulletin board in each school building for no less than ten (10) school days before the position is filled. These positions shall be filled on the basis of experience, competency, qualifications, length of service and other relevant factors.

ARTICLE III: BOARD'S RIGHTS

- A. The Association recognizes that the Board has the responsibility and authority to manage and direct, in behalf of the public

all the operations and activities of the School District to the full extent authorized by law provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.

Such authority shall include by way of illustration: and not by way of limitation:

- 1) Manage and control the school's business, the equipment and operations and to direct the working forces and affairs of the employer;
- 2) Continue its rights and practice of assignment and direction of work to all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing;
- 3) The right to direct the working forces, including the right to hire, promote, suspend and discharge employees pursuant with general school code, state and federal statutes;
- 4) Determine the services, supplies, and equipment necessary to continue its operations and to determine the schedules, standards of operation, and the processes of carrying on the work, including automation thereof or change therein, the institution of new and/or improved techniques therein;



- 5) Adopt reasonable rules and regulations for implementing Board and School District policy;
- 6) Determine the qualifications of employees, including the physical condition of employment;
- 7) Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, department, divisions, or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
- 8) Determine the placement of operations, production, service maintenance or distribution of work, and the source of materials and supplies;
- 9) Determine the financial policies, including all accounting procedures, and all matters pertaining to public accounts;
- 10) To determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Board shall not abridge any rights from the Employees;

B. The exercise of the forgoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited by the specific terms of this agreement and then only to the

extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE IV  
TEACHING HOURS, CONDITIONS, CLASS LOADS & ASSIGNMENTS

- A. Teachers of grades 6-12 shall be present in their building at 7:30 A.M. and remain in school until 2:50 P.M. Elementary teachers K-5 shall arrive at 8:30 A.M. and remain until 3:50 P.M. Special arrangements for personal reasons may be made with the School Building Principal. The Association and its members recognize that as a professional the proper discharge of teachers' responsibilities 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 professional responsibilities will be met. Changes in the above teaching hours are subject to Article IX Negotiations Procedures, as provided herein.
- B. Fifteen (15) hours of extra curricular duty time per year may be assigned to each teacher with no added compensation.
- C. The Board and Association agree that some supervisory responsibilities shared among the teachers on an equitable basis are necessary at student functions. These shall be apportioned on a voluntary basis as much as possible but when necessary, shall



be filled by appointment by the Building Principal on the basis of previous participation. When an assembly or similar function is scheduled during a period when the teacher is ordinarily occupied with classroom duty, the teacher shall attend the function in a supervisory capacity, shall be seated with the students, and shall aid with the control and discipline of the student body.

- D. Every teacher shall be entitled to a 30 minute duty-free lunch period.
- E. The teachers' work year will be composed of a total of 187 days. The Calendar of teacher work days including student instructional days is found in Appendix C of this agreement. Days beyond the 180 days required by the State will be designated as follows:
  - 2 days--Preschool orientation and conference for new teachers, one of which are required for returning teachers.
  - 1 day--A parent-teacher conference for all teachers in November. Elementary parent-teacher conferences would be held from 6-9 P.M. on Thursday following a regular instructional day and from 8-12 Noon on Friday with the students dismissed for the day. All other levels would conduct the parent conferences on Friday with students dismissed for the day.
  - 1 day--Records day at the conclusion of the first semester.
  - 1 day--A parent-teacher conference for all teachers on April 9th. Elementary parent-teacher conferences would be held from

6:00 P.M. to 9:00 P.M., on Thursday, following a regular instructional day and from 8-12 Noon on Friday with all students dismissed for the day. All other levels would conduct the parent conferences on Friday, April 9th with all students dismissed for the day.

1 day---Records day at the conclusion of the school semester. Teachers will not be required to be present on days school is closed due to an "Act of God."

- F. Teachers shall be at their respective teaching stations 10 minutes prior to their first class.
- G. The normal weekly teaching load in the Senior High and Junior High School will include 5 student contact periods and no teacher will be required to have more than four different preparations. The normal weekly teaching load in the Elementary Schools will not be more than 30 teaching hours. The Board will make available two 45 minute planning periods per week for K-5 Elementary Teachers, between the hours of 9 A.M. and 3 P.M. The parties mutually agree and understand that continuing flexibility with respect to arrangement of teaching periods, preparation periods and daily and weekly schedules are necessary for progress and improvement of education.
- H. Because the Board of Education has the statutory duty to educate all children within the boundaries of the School District, and because the student-teacher ratio is an important aspect of an educational program, and because the number of students per

teacher has a direct bearing upon the amount of work required of the individual teacher, the parties agree that the size of the teachers' classes shall be given careful consideration.

- I. Teachers affected by changes in assignments (subject or grade level) will be notified by August 15th prior to opening of school year. Whenever possible such changes will be made only after consultation with the teachers involved.
- J. In the event that any teacher will be asked to teach a class each day during his preparation period, remuneration equal to 1/5 of his contractual teaching salary shall be added to his salary based on the school year of 38 weeks. The teacher shall have the right to accept or reject such assignment. The teacher will also have the right to teach during his preparation period without remuneration if he so desires.
- K. Assigned noon duty where such duty cuts into the preparation period will be reimbursed at an hourly rate.
- L. Telephone facilities shall be made available to teachers for their reasonable use at no expense to the Board.
- M. The provisions of this agreement shall apply to all members of the Association without discrimination on account of race, color, sex, religion, political or national origin.
- N. It is acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the

school day should be directed towards insuring that the energy of the teacher is primarily utilized to this end.

ARTICLE V  
LEAVE OF ABSENCE OF EMPLOYEES

- A. Acceptable reasons for leave with pay are: personal illness or injury, quarantine, attending funerals, and serious illness or death in the immediate family of the teacher. "Immediate Family" is 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 teacher as any of these. The number of days allowed for funerals and serious illness will be determined as each separate case arises by the discretion of the principal. If a close relative or a distant place is involved, up to but not exceeding 5 days may be granted. All such days shall be deducted from sick leave.

In case of illness of children, teachers may use "Personal Business" days. If other days are used for illness of children, substitute pay will be deducted. New teachers may not draw on sick time until at least one day has been worked on their contract.

- B. The annual allowance for contractual staff members who are absent for any of the reasons listed in Section A shall be:

- 1) Ten (10) sick leave days per year shall be granted every teacher regardless of his total accumulated sick days. However, in determining the accumulation of sick days, ten days may be accumulated each year until 50 days have been accrued; thereafter 5 days may be accumulated each year until a total of 120 days have been accumulated.
  - 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's Absentee Report available in the Principal's office. One copy to the Superintendent, and one copy to be returned to the teacher.
- C. The Principal must be notified one hour prior to the teacher's normal reporting time in the morning or the evening before, if known, and arrangements made with the Principal of the building for all emergency and sick leaves.
- D. 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. Not more than three days shall be allowed to each teacher for in-service meetings or educational opportunities on the approval of the administration. Other time off except for bonified illness is provided for in Section A of this article.

Limited time off may be granted provided:

- 1) The employee secured a qualified substitute and pays for his services.
- 2) Allows the standard substitute's pay to be deducted from his salary.
- 3) If 1) or 2) 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. Personal Business:

1) Up to two days leave with pay per year, nonaccumulative, will be allowed for "personal business" reasons. One week's advance notice in writing to the principal stating the reason for the request is required except in the case of an unforeseen emergency.

2) Such leave is to be used for and will be approved for the transaction of personal business or the handling of matters of a personal nature, which business or personal matter cannot be attended to on weekends or outside the normal school hours.

Personal leave days cover such areas as the following:

- a) Attendance at a ceremony awarding a degree to the teacher or a member of his immediate family.



- b) Consultation with University Advisor regarding graduate program or degree requirements.
- c) Serious medical situations in the teacher's immediate family not covered by sick leave.
- d) Legal matters.
- e) Matters of an emergency nature and matters of direct benefit to the school allowable at the discretion of the Superintendent.
- 3) Such leave shall not be used for seeking other employment, rendering services, or working with or without remuneration for one's self or for anyone else, for religious purposes, or for hunting, fishing or other recreational activities. It is further understood such leave shall not be granted for the first or last day of the school year nor on the first working days preceding or following a vacation or holiday (exception: Graduation exercises for the teacher, wife, son, daughter, honors convocation honoring the teacher, military departure of a son and items c) & e) above.
- 4) The purpose of personal business leaves shall be subject to advance verification by the Principals and Superintendent. If personal leave is used improperly, it will result in loss of salary for the day, reprimand for the teacher's permanent file.
- 5) Personal business days will not be deducted from sick leave.
- 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. Maternity and Adoption:

- 1) A leave of absence without pay shall be granted for up to one year for the purpose of maternity or adoption. It may be renewable annually upon approval of the Board. The application for such leave shall be received by the Superintendent no later than sixty (60) calendar days prior to the effective date of such leave and shall include a statement of the exact date on which the teacher wishes to terminate her teaching.
- 2) The teacher may continue teaching as long as she can continue her regularly assigned responsibilities. The Board may require a Doctor's statement to this effect.
- 3) A teacher on leave under the above conditions wishing to return to duty shall file a written request with the Superintendent at least sixty (60) calendar days prior to the date she wishes to return to teaching or prior to the end of the leave. The Board shall not be required to return the tenure teacher to employment except at the beginning of the semester. The probationary teacher shall be returned when a position for which she is certified and qualified is available. The teacher may be required to furnish a physician's statement indicating that her health permits her to resume the full responsibilities of teaching.
- 4) The leave for the adoption of a child shall begin at a mutually agreed upon time between the Board and the teacher.

5) If a teacher does not comply with the above conditions, the right to such a leave and/or the right to return may be denied by the Board.

I. Leave of absence: A leave of absence of up to one (1) year may be granted to any teacher during the duration of his tenure in the School District, upon written application, for the purpose of engaging in study at an accredited college or university reasonably related to his professional responsibilities according to the following provisions:

- 1) Applicant must have taught no less than three (3) years in the Kent City Community School District;
- 2) Applicant states his intent to return to the Kent City Community School District upon completion of his leave;
- 3) Job station assignment upon return from leave will be the sole responsibility of the Superintendent with consideration being given to placement in previously held position;
- 4) All employee benefits and levels of compensation shall be frozen at their highest attained levels prior to the commencement of the leave. There shall be no accrual of employee benefits during the granted leave time;
- 5) Premiums for insurance protection shall be the responsibility of the applicant through the duration of his leave;
- 6) All leave applications shall be screened by a Leave-of-Absence Committee composed of two (2) members of the Association and one Kent City Community School Principal. Leave of Absence Committee will make recommendations for approval or disapproval to the Superintendent.

Upon return from leave, the teacher shall be placed on the salary schedule on the next step above the one he was on immediately prior to his leave and his salary computed according to the current salary schedule.

ARTICLE VI  
INSURANCE PROTECTION

A. 1975-76 Coverage

1. Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board agrees to furnish full family School Employers Trust health insurance program as stipulated in their Ultramed B program, for all teachers and their eligible dependents.
2. Those teachers not electing health insurance coverage shall be provided full family dental insurance with orthodontic rider as provided in the 1974-75 school year.
3. Effective January 1st, 1976 the Board will provide a basic and major dental program not including a orthodontic rider for all teachers electing health insurance under paragraph A.1 This dental program selected will be basic full family rate not to exceed \$15.00 per month.
4. Payroll deductions for MESSA or SET options will be made available providing MESSA or SET agree to provide these options by payroll deduction.

ARTICLE VII  
TEACHER EVALUATIONS

- 0103
- A. All monitoring or observations, including the use of closed circuit television, audio systems, and similar devices when used for teacher evaluation, shall be conducted openly with the full knowledge of the teacher.

- B. Evaluations of teachers shall be conducted by the teacher's immediate principal or an administrator working in the same building, unless an emergency requires such evaluation be conducted by a designated replacement or an Assistant.
- C. The work performance of all teachers shall be evaluated in writing. Each observation shall be made in person for a minimum of thirty consecutive minutes.
- D. The teaching performance of non-tenure teachers will be observed and a written evaluation prepared at least twice each school year, preferably once each semester. The first written evaluation shall be made prior to December 1st, and the second, prior to March 15th.
- E. Tenure teachers shall be evaluated when performance seems to warrant it, but at least once every two years.
- F. The principal or his designee will hold a personal conference with the teacher within 10 days after each observation. During this time, the evaluation will be discussed by both parties.
- G. A copy of the written evaluation shall be submitted to the teacher at the time of the personal conference following the evaluation. A copy would then be signed indicating completion of the conference and returned to the administration. In the event that the teacher feels his evaluation was incomplete or unjust, within 10 days following the personal conference, he may put his objections in writing and have them attached to the

evaluation report of the principal to be placed in his personnel file. All evaluations shall be based upon valid criteria for evaluating professional performance and growth.

- H. Each teacher shall have the right upon request to review the contents of his own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in his review. This review will be made in the presence of the administrator responsible for the safekeeping of such file. Privileged information, such as confidential credentials and related personal references obtained at the time of initial employment are specifically exempted from such review. The administrator will remove such employment credentials and confidential reports from the file prior to the review of the file by the teacher. However, the teacher's evaluation reports relative to the teacher since coming to the Kent City Community Schools will be made available.
- I. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any opportunity or means of maintaining or holding his position favorable to success in the practice of the teaching profession without just cause. Any such discipline, reprimand, or reduction in rank, compensation or advantage, asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure hereinafter



set forth, except tenure teacher dismissal in which case use of the grievance process shall be prohibited and only the Tenure Process utilized.

- J. Negative comments on the performance and evaluation of a teacher should be fully discussed with the teacher, and positive steps shall be taken immediately to assist the teacher in overcoming these weak points. All suggestions for improvements of the teacher's performance shall be included in the written evaluations.
- K. It is expressly understood that the content of an evaluation shall not be the subject of a grievance. However, a violation of the evaluation procedure as set forth in this agreement may be grieved.

ARTICLE VIII  
PROTECTION OF TEACHERS

- A. Any case of assault upon a teacher related to or occurring while he is fulfilling his teaching or related responsibilities shall be promptly reported to the Board or its designated representative.
- B. The Board recognizes that through its administrative staff, it must support its teachers in taking all necessary actions to maintain proper classroom order. Any complaint by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention. In the event such complaint is reduced to writing and placed in the teacher's file, a copy of this shall be furnished to the teacher.

- 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 of person or property.
- D. A teacher shall at all times be entitled upon their request 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 representative of the Association is present.

ARTICLE IX  
NEGOTIATION PROCEDURES

- A. The parties acknowledge that during the negotiations which resulted in this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Board and the Association for the life of this agreement, voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this agreement and with respect to any subject or matter not specifically

referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this agreement. Matters of common concern which are not covered herein may be subject to negotiation during the period of this agreement upon the request and mutual agreement of both parties.

- B. This agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Board and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing and ratified by a majority of the Board and a majority of the membership of the Association.
- C. In any negotiations described by this article, neither party 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 a majority of the Board of Education and by a majority of the membership of the Association but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to

make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ratification. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission, or take any other lawful measures it may deem appropriate.

- D. Continuity of professional service: The Association recognizes that strikes, as defined by Section 1 of Public Act 336 of 1947 of Michigan, as amended, by teachers, are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board by any teacher or group of teachers.

ARTICLE X  
PROFESSIONAL GRIEVANCE PROCEDURES

Any teacher, group of teachers or the Association believing that there has been a violation, misinterpretation or mis-application of any provisions of this Agreement or any existing rule, order or regulation of the Board, (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.

LEVEL I

A teacher, or group of teachers, believing that there has been a violation shall within five school days of its alleged occurrence, orally discuss the grievances with the Building Principal and a representative of the Association in an attempt to resolve the matter. If no resolution is obtained within three (3) school days following the discussion, the grievance shall be expressed in writing and processed in accordance with LEVEL II, on the Grievance Form as shown in Appendix D.

LEVEL II

Any grievance filed by a teacher, group of teachers or the Association must be filed within 15 school days from the end of LEVEL I. The Board hereby designates for its representatives for such purposes the principal in each school building and the Superintendent of Schools when the particular grievance arises in more than one building. 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.

LEVEL III

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 (5) days thereafter to approve or disapprove the grievance.

If the grievance is transmitted directly to the superintendent, he shall have ten (10) days from receipt to approve or disapprove it. Association class or group grievances may be submitted directly to the Superintendent. If the Grievance shall be denied by the Superintendent, either upon review of the action of the school principal, or in the first instance, the superintendent shall answer the grievance in writing and the grievance with the answer shall be transmitted to the Association. The Association shall have five (5) school days to transmit the grievance to the Board.

#### LEVEL IV

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 ten (10) school days after its submission to the Board.

#### LEVEL V

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.



Article X Cont'd

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.

If any teachers for whom a grievance is sustained shall be found to have been improperly reprimanded or improperly deprived of a position, or unjustly discharged, the arbitrator will have authority to reinstate the teacher, with full reimbursement for all compensation lost. The costs of any arbitration under this article shall be shared equally by the Board and the Association.

It is expressly understood that the grievance procedure shall not apply to those matters for which statute authorizes specific remedy, such as Tenure Teacher dismissal. However, it shall be the Board's intent to afford just cause, due process as a basic

principle in the administration of the school district. Should either party fail to institute its specific requirements in processing a grievance under this article, it shall be considered as having been resolved, with remedy applied favorable to the aggrieved or that the grievance is terminated and further proceedings barred.

It is understood that the time limits are maximum and can be extended with the written mutual consent of both parties. Both parties should be encouraged to process a grievance as rapidly as possible and within the limits and procedure as set forth herein.

ARTICLE XI  
MISCELLANEOUS PROVISIONS

- A. To help assure a coordinated program of instruction throughout grades K-12 and to provide for carefully selected textbooks in the proper series and sequence, a Curriculum Coordinating Committee shall be established consisting of a general chairman and such other committee members as are deemed advantageous to the consumation of a good functioning committee. Details for the organization and functioning of this committee shall be worked out and executed in conjunction with the principals of the school system.
- B. The Association shall be duly advised by the Board of fiscal budgetary and tax programs affecting the district, and all available information concerning the financial resources of the district, Treasurer's reports, census and membership data, names and addresses of all teachers and all other information

that will assist the Association in developing constructive programs on behalf of the teachers and their students.

- C. 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. All conditions of employment shall be maintained at the levels as provided for in this agreement and shall not be altered without prior negotiation with the Association.
- D. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereinafter employed by the Board. The association shall be furnished an additional 15 copies of the Master Contract upon request.
- E. 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 provisions or applications shall continue in full force and effect.

ARTICLE XII  
AGENCY SHOP

- A. The parties agree that it shall be a condition of employment that all teachers who are presently members of the Association, all teachers who hereafter become Association members, and all new teachers employed after the 30th day of June, shall either:
1. Sign and deliver to the Board an application authorizing the deduction of Professional Dues for membership in the Association. Such authorization shall continue in effect from year to year unless revoked in writing by the member prior to July 1st of the current school year;

OR

2. Cause to be paid to the Association a Representation Benefit Fee an amount equal to the united professional dues as uniformly requested of members of the exclusive bargaining unit within 30 days after the commencement of teaching duties.
- B. The Board agrees to notify all newly hired teachers of this condition of employment pending the issuance of a contract and employment by the School District. In the event that a teacher shall not exercise the above options or pay such professional dues directly to the Association, the following procedure shall apply:
1. A written and signed notification from the Association indicating failure to comply will be sent to the teacher by certified mail and shall provide fifteen (15) days for compliance. It shall further advise the teacher that a request for termination of employment may be filed with the Board in event compliance is not affected. A copy of this letter will be sent to the Board.
  2. Failure to comply by the teacher, the Association may file a written and signed complaint indicating non-compliance with this provision, with the Board, requesting termination of employment in accordance with the just cause, due process

ARTICLE XII CONT'D

procedures of the Tenure Act. A copy of this complaint will be sent to the teacher.

- a. If said teacher is a tenure teacher, the Board shall implement those procedures of notification and hearing as specified in the Tenure Act.
- b. If said teacher is a probationary teacher, the Board shall immediately notify the teacher that his services shall be discontinued at the end of the current semester, unless the Board receives written notification from the Association that this specific provision has been fulfilled and complaint withdrawn. In the event the Board should hire a new teacher to replace the probationary teacher under the terms of this section, neither the Association nor the affected teacher shall have the right to withdraw said complaint, except by the consent of all parties. The Board, under the terms of this provision, has a right to proceed in the replacement of a teacher against whom charges have been filed subject only to the requirements of the Michigan School Code.
- c. The Association agrees to indemnify and save the Board and its members harmless and agrees to assume the legal defense of any suit or action brought against the Board or its agents regarding this provision. Any claims, demands, costs, suits or other forms of liability including back pay and all court or administrative costs that may arise out of, or by reason of, the action by Board in complying with this provision; shall be the obligation of the Association.

ARTICLE XIII  
REDUCTION IN STAFF

- A. SENIORITY: New Employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act.
- B. The term seniority as hereinafter used shall be length of service with the Kent City Board of Education Leaves of absence granted pursuant to this contract shall not constitute an interruption in continuous service. Credit given for outside

teaching experience in school districts shall not be considered for the purpose of accumulating seniority, but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act.

- C. Seniority within the school system shall be determined by using the following criteria:
  - 1. Professional qualifications and certification as approved by the Department of Education of the State of Michigan.
  - 2. Length of service in Kent City Community Schools.
  - 3. Experience in subject or grade level in the last ten (10) years.
  - 4. Evaluation ratings of the last three (3) years.
- D. Any teacher who is granted Tenure shall have seniority from the last date of hire. Probationary teachers shall not have seniority.
- E. The Board of Education shall prepare a seniority list by classification and transmit a copy of the same to the Association on or before the 1st day of October.
- F. Necessary reduction of personnel-LAYOFF. The parties hereto, realizing that education, curriculum and staff to a large degree depend upon the economic facilities available to the Board of Education as provided by the public and the State of Michigan, and in accordance with this realization understand that in some instances it may be economically necessary to reduce the educational program, curriculum and staff when funds are not available,



hereby agree as follows:

1. It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the educational program and curriculum.
  2. In order to promote an orderly reduction in personnel when the educational program and curriculum is curtailed, the following procedure will be used:
    - a. Probationary employees will be laid off first where any teacher who has acquired any seniority and whose position has been curtailed is certified and qualified to perform the services of the probationary teacher.
    - b. In the event seniority teachers must be laid off, layoff will be on the basis of seniority as established herein before within classification as well as knowledge skill and efficiency on the job and physical fitness. It is expressly understood that the Association shall have a right to review the layoff list and request a meeting prior to notification of the individuals to be laid off. In the event of a dispute concerning the layoff list, the Association shall have the right to file a written grievance thereon, within not more than five (5) calendar days after the termination of the meeting at which the list was reviewed.
    - c. Teachers who are laid off during a contract year shall be considered as having completed the contract year for purposes of placement on the salary schedule if employed for one-half of the school year, otherwise such teachers shall remain on the salary step.
- G. RECALL: Seniority teachers shall be recalled to employment in inverse order of layoff for new positions opening as determined by the Board, for which they are certified and qualified.

- H. Employees who are notified of recall and fail to respond within five (5) days or who fail to report for duty within fifteen (15) days of recall notice shall be considered as resigned. Such recall notice will be by telegram or certified letter.
- I. The recall list shall be maintained by the Board in accordance with the Michigan School Code and related statutes.

ARTICLE XIV  
PROFESSIONAL COMPENSATION

- A. The salaries of the teachers covered by this agreement are set forth in Appendix A, which is incorporated in this agreement. Such salary schedule shall remain in effect during the term of this agreement.
- B. Salaries will be paid in 26 installments, with the first payment to take place on the first regularly scheduled pay day following the teacher's first scheduled work day and continuing every other Friday thereafter until the 26th installment shall have been paid, unless a teacher requests lump sum payment prior to the end of the school year.
- C. Individual teacher contracts shall be made subject to the terms and conditions of the Master Agreement between the parties that cover the same school year as the individual contracts do. Teachers hired for a semester or more will be issued individual contracts.
- D. The Board urges and strongly recommends that teachers continue

their education by engaging in classroom studies. For this reason every hour beyond BA plus 20 will be reimbursed at \$36.00 per semester hour or \$24.00 per term hour, providing the course is approved by the administration for reimbursement.

The Board agrees to pay the tuition directly to the college at the time the employee registers or enrolls; providing: a) the course or courses or possible substitutes from the degree plan for which the tuition is to be paid is approved by the administration prior to a Board meeting preceding the time of registration or enrollment. b) the employee submits proof to the administration that the work has been completed within six (6) weeks following the last session of school. If proof is not submitted within the six weeks period, the amount advanced for tuition will automatically be deducted from his next pay.

- E. 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 ten (10) years.
- F. Increments become effective September 1st 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 schedule shall remain at that step until his years of experience in teaching bring him to his proper step on the salary schedule. Extra hours and degrees must be established 10 days prior to the beginning of the following semester. (If adjustment has not been made for courses taken during the summer, adjustment will be made when grades or proof of work has been submitted.)

- G. 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.
- H. Teachers will be reimbursed for reasonable expenses incurred when attending meetings which the Board of Education or Administration considers to be beneficial to the teachers.
- I. If a teacher's schedule shall necessitate driving his own car from one school building to another, he will be reimbursed at the rate of 12¢ per mile.
- J. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for

the difference between the teaching pay and the pay received for the performance of such obligation.

- K. Teachers teaching only part of a year or part of each day in a year shall be given credit on the salary schedule in direct proportion to the ratio of time served compared to the total school time in that year.

ARTICLE XV  
DURATION OF AGREEMENT

This agreement shall be effective as of September 1, 1975 and shall continue in effect for one year until the 30th day of August, 1976.

BOARD OF EDUCATION

KENT CITY EDUCATION ASSOCIATION

Bruce A. Ph  
President

Lloyd Afton  
Vice-President

Richard H. Tappin  
Secretary

James E. White  
Treasurer

William L. Elliott  
Trustee

Barbara Newitt  
Trustee

Walter Weston  
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Charles F. Goldsmith  
President

Sharon K. Wieda  
Vice-President

Jane L. Staciowski  
Secretary

James L. Helsel  
Treasurer

Gary Woodhull  
P.N. Chairman

APPENDIX A  
SALARY SCHEDULE

<u>STEP</u>	<u>INDEX</u>	<u>BA</u>	<u>INDEX</u>	<u>BA+20</u>	<u>INDEX</u>	<u>MA</u>	<u>INDEX</u>	<u>MA+30</u>
1	1.000	9250	1.030	9528	1.080	9990	1.160	10,730
2	1.030	9528	1.060	9805	1.110	10,268	1.190	11,008
3	1.065	9851	1.095	10,129	1.145	10,591	1.235	11,424
4	1.115	10,314	1.145	10,591	1.195	11,054	1.290	11,933
5	1.170	10,822	1.200	11,100	1.250	11,563	1.345	12,441
6	1.225	11,331	1.255	11,609	1.305	12,071	1.400	12,950
7	1.280	11,840	1.310	12,118	1.360	12,580	1.455	13,459
8	1.335	12,349	1.365	12,626	1.415	13,089	1.510	13,968
9	1.390	12,858	1.420	13,135	1.470	13,598	1.565	14,476
10	1.445	13,366	1.475	13,644	1.525	14,106	1.620	14,985
11	1.500	13,875	1.530	14,153	1.580	14,615	1.675	15,494
12	--	--	--	--	1.635	15,124	1.730	16,003
13	--	--	--	--	--	--	1.785	16,511
14	--	--	--	--	--	--	--	--
15	--	--	--	--	--	--	--	--
16	1.555	14,384	1.585	14,661	--	--	--	--
17	--	--	--	--	1.690	15,633	--	--
18	--	--	--	--	--	--	1.840	17,020
19	--	--	--	--	--	--	--	--
20	--	--	--	--	--	--	--	--
21	1.610	14,893	1.640	15,170	--	--	--	--
22	--	--	--	--	1.745	16,141	--	--
23	--	--	--	--	--	--	1.895	17,529
24	--	--	--	--	--	--	--	--
25	--	--	--	--	--	--	--	--
26	1.665	15,401	1.695	15,679	--	--	--	--
27	--	--	--	--	1.800	16,650	--	--
28	--	--	--	--	--	--	1.950	18,038

Board of Education agrees to pay 5% retirement in addition to salary shown for each teacher.

APPENDIX B  
SUPPLEMENTAL AGREEMENTS

- A. Work performed under a supplementary contract is not subject to tenure. Assignment of individual teachers to supplemental duties is discretionary with the Board of Education and subject to renewal each year.
- B. The Board of Education has the right to establish additional positions and issue payment on supplementary contracts for such positions during the term of the Master Agreement.
- C. Employees working under a supplementary contract desiring not to continue in that position for the next school year shall notify the Board, in writing, no later than May 1 of such decision. The Board of Education shall make supplemental duty assignments, as far as possible, during its May meeting.
- D. Coaching experience will be allowed for said sport except the head varsity position. Up to two (2) years may be allowed for varsity head coaching experience from outside the school system.





APPENDIX B CONT'D

OTHER EXTRA DUTY

Newspaper Advisor (H.S.)	
With Class	2.0
Without Class	5.0
Yearbook Advisor	10
Varsity Club	3.0
Play Director (Per Play)	5.0
Vocal Coordinator (Per Play)	1.5
Orchestral Coord. (Per Play)	1.5
Class Advisor:	
Senior	2.0
Junior	2.0
Sophomore	1.5
Freshman	1.5
Eighth	2.0
Seventh	1.5
Ecology Club	3.0
Pom Pom Director	4.0
Cheerleader Advisor	
High School (Per Squad)	2.0
Middle School (Per Squad)	1.5
Director of Bands	13.0
Director of Vocal Music	8.0
Intramurals	\$5.00 per hour
Noon Hour Supervision	\$3.00 per hour

APPENDIX C  
KENT CITY COMMUNITY SCHOOLS  
1975-76 SCHOOL YEAR CALENDAR

<u>MONTH</u>	<u>EVENT</u>	<u>STUDENT DAYS</u>	<u>TEACHER DAYS</u>
Aug.	27	0	1
	28	0	1
Sept.	2-5	4	4
	8-12	5	5
	15-16	2	2
	17	0	1
	18-19	2	2
	22-26	5	5
Oct.	29-3	5	5
	6-10	5	5
	13-17	5	5
	20-24	5	5
	27-31	5	5
Nov.	3-6	4	4
	7	0	1
	10-14	5	5
	17-21	5	5
	24-26	3	3
	27-30		
	Thanksgiving Break		
Dec.	1-5	5	5
	8-12	5	5
	15-19	5	5
	20-Jan.4		
	Christmas Break		
Jan.	5-9	5	5
	12-16	5	5
	19-22	4	4
	23	0	1
	26-30	5	5
Feb.	2-6	5	5
	9-13	5	5
	16-20	5	5
	23-27	5	5
Mar.	1-5	5	5
	8-12	5	5
	15-19	5	5
	22-26	5	5
	29-Apr.1	4	4
Apr.	2	0	1
	5-9	5	5
	10-18		
	Spring Break		
	19-23	5	5
	26-30	5	5

APPENDIX C CONT'D

<u>MONTH</u>	<u>EVENT</u>	<u>STUDENT DAYS</u>	<u>TEACHER DAYS</u>
May	3-7	5	5
	10-14	5	5
	17-21	5	5
	24-28	5	5
	31		
	Memorial Day		
June	1-4	4	4
	7-9	3	3
	10	0	1
	TOTALS	<u>180</u>	<u>187</u>

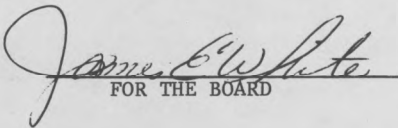
APPENDIX D  
MEMORANDUM OF UNDERSTANDING

Kent City Board of Education

AND

Kent City Education Association

The parties agree to renegotiate Article V, (Leave of Absence of Employees) in the event that any part of Article V is ruled illegal by the United States Supreme Court during the 1975-76 school contract year.

  
FOR THE BOARD

\_\_\_\_\_  
FOR THE ASSOCIATION

LEVEL \_\_\_\_\_

A. Date Received by Superintendent or Designee \_\_\_\_\_

B. Disposition of Superintendent of Designee \_\_\_\_\_

\_\_\_\_\_  
Signature Date

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_  
Signature Date

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LEVEL \_\_\_\_\_

A. Date Received by Board of Education or Designee \_\_\_\_\_

B. Disposition by Board \_\_\_\_\_

\_\_\_\_\_  
Signature Date

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_  
Signature Date

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LEVEL \_\_\_\_\_

A. Date submitted to arbitration \_\_\_\_\_

B. Disposition & Award of Arbitrator \_\_\_\_\_

\_\_\_\_\_  
Signature of Arbitrator Date

