

66-67

Proposed Agreement Between Kingsley Education Association and Kingsley Area School Board of Education

Proposed Agreement - This agreement entered into this day of _____ by and between the Board of Education Kingsley Area School, Kingsley, Michigan, hereinafter called the "Board" and the Kingsley Education Association, hereinafter called the "Association".

PREAMBLE

Whereas the parties, having negotiated pursuant to Act 379, Public Acts of 1965, agree to follow certain mutual understandings which they desire to memorialize, in consideration of the following mutual covenant, it is hereby agreed as follows:

ARTICLE I

Recognition

The Board recognizes the Association as the exclusive representative of all the certificated personnel exclusive of Supervisory personnel employed or to be employed by the Board, which hereby designates the Association to be such by its representatives. No person shall be compelled to join or continue membership in the Association as a condition of his employment.

ARTICLE II

Professional Compensation

The compensation of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the one year term of this agreement.

ARTICLE III

Contracts

- A. All contracts with teachers shall be in writing and signed by the officers of the Board of Education unless an agent is authorized to sign for the Board of Education.
- B. Teacher's salary calculation sheet shall be issued as soon as negotiations are complete. These will be returned within ten days following the issuance.
- C. Contracts will be issued simultaneously to all teachers.
- D. Contracts will be issued at least 60 days before the close of each school year.
- E. Contracts not returned, or returned unsigned, 10 calendar days following issuance, or 10 calendar days after completion of negotiations, whichever ever is latest, will indicate no acceptance on the part of the teacher, and the position is automatically declared vacant. An applicant may then apply for the position. Teachers having tenure and intending not to return shall terminate their contracts in accordance with the tenure act or be continued for further recommendation by this Board.

ARTICLE IV

Assignment in Transfer

- A. Assignment of teachers shall be at the discretion of the Superintendent with the advice of the Principal.
- B. When a vacancy occurs in position, the Superintendent will notify the staff in writing by position title and description.
- C. Professional staff members may apply in writing to the Superintendent for transfer from present position to the opening.

D. Consideration shall be given to:

- 1. Longevity of service
- 2. Professional preparation

E. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain and accumulate such rights as if he had not left teaching status.

ARTICLE V

Teacher Evaluation

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- B. The evaluation report should have the signature of the teacher and of the principal and each should have a copy; the original to be sent to the Superintendent.
- C. Each evaluation should include a class-room visitation and a follow-up conference between the principal and the teacher.

ARTICLE VI

Disciplinary Action

- A. 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 representative of the Association is present. Such action shall take place within 5 working days of the request.
- B. No teacher shall be reprimanded or disciplined without just cause.

ARTICLE VII

Working Conditions - Grievances

A. 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.

Professional Grievance Negotiation Procedure

B. Any teacher, believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, terms or conditions of employment, may file a written grievance signed by the teacher with the Board or its designated representative.

C. Within five working days of receipt of the grievance the designated representative of the Board shall meet with the Association representative in an effort to resolve the grievance. Affected teachers 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 ten working 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 the school principal, or in the first instance, the grievance shall immediately be transmitted to the secretary of the Board, with a statement of reasons why it is being disapproved.

D. Within 15 days from receipt of the grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon, or 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~~20~~ days after its submission to the Board.

E. 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. Neither Party shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the Education 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 judgment thereon may be entered in any court of competent jurisdiction.

F. The Board's designated representative may cause complaint which may be the subject of grievances under this Article. Such grievances must first be presented to the Association for informal processing.

ARTICLE VIII

Professional Conduct of Teachers

- 1. The teachers agree to adhere to the code of ethics of the education profession. The code of ethics of the education profession is made a part of this contract. (See Appendix B)

ARTICLE IX

The Length of the Working Day

The working day shall be of such length as to provide for the discharge of the teachers professional and contractual obligations.

ARTICLE X

Leave of Absence

- 1. Teachers may be granted leave of absence for any of the following reasons.

- A. leave
- B. Civil duty
- C. Association
- D. Maternity
- E. Military
- F. Sabbatical

All these will be without pay unless otherwise stipulated and not for more than 2 year.

* A. leave - Ten days of leave will be granted each year accumulative to 60 days. At Full pay, for sickness and other incidents which would impair the fulfillment of the teachers professional obligation.

B. Civil leave shall be granted for the following reasons:

1. Jury Service - A teacher shall receive the difference between the reimbursement for jury service and his regular pay.
2. Subpoena - A court witness - Reimbursement shall be the difference between reimbursement as a witness and the normal pay, unless such witness duty is connected with his teaching employment or he is personally involved.
3. When called to take Selective Service Physical Examination teacher shall suffer no loss of pay for this time.

C. Association Duties ^{4.} Public Office: To campaign for or

serve in public office Those who are officers of the Association or appointed to its staff should, upon proper application, be given leave ;of absence without pay for the purpose of performing duties for the Association. Teachers given such leave without pay shall be entitled to retain and accumulate such rights as if he had been continuously employed.

D. Maternity leave

1. The application for leave shall be filed not later than three months after pregnancy has been determined. The employee shall terminate her work not later than the end of the sixth month of pregnancy, or at the discretion of the Superintendent
2. Such leave may be for a period of one full school year and may be renewed at the discretion of the Board for an additional school year.
3. To qualify for such leave the teacher must have been employed for a minimum of two consecutive school years.

F. Military Leave

1. Teachers on temporary leave of absences who are in the armed services may have leave of absences extended for ;an additional two yrs.

G. Sabbatical leave

May be granted any teacher on tenure for up to *two* ~~x~~ years. Upon return, the recipient shall retain the same rights and benefits as if he had been continuously employed.

Rights Savings Clause

Any teacher whose personal illness extends beyond the period compensated for, shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Upon return from leave, a teacher shall be assigned to the same position or substantially equivalent position if available.

Article XII

Miscellaneous Items

- A. Teachers may assign and deliver to ; the Board an assignment authorising deduction of membership dues or assessments of the association upon such conditions as the Association shall establish. Such sums shall be deducted from the regular salary of all teachers providing for such assignment. Remittance will be made as mutually agreed between the Association and the Board. After ten days the Board shall be held harmless and to be exonerated in case of any error.
- B. 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 regulation. The rights granted to teachers hereunder shall be deemed to be in addition to those provided else where.
- C. 50 % of any unanticipated income from per pupil state aid allowances over & above that based on H. B. 2189 shall be assigned to Instructional Salaries.
- D. The Board agrees to provide daily relief for elementary teachers from midday playground duties.

Article XII (continued)

- E. The Board recognizes that appropriate texts, Instructional Aids and Supplies are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools including the planning of a school calendar. The Board undertakes promptly to act upon all joint decisions thereon made by its representative and the Association. *appropriate texts, Instructional Aids*
- F. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.
- G. There is hereby established a Professional Study Committee composed of four members *two members selected by the Association* ~~selected by the Association.~~ *and two by the Board, to consider questions concerning the*
- H. Teachers shall be informed of a person they may call to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. *curriculum of Kingsley Area School*
- I. Copies of this Agreement shall be printed and a copy presented to each teacher now employed or hereafter employed by the Board.

Article XII - continued

J. If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found 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.

"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.

ARTICLE XIV

Duration of Agreement

This agreement shall be effective as of the 1st day of July 1966 and shall continue in effect for one (1) year until the 1st day of July 1967. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

For the Association

For the Board

_____ President

_____ President

_____ Secretary

_____ Secretary

_____ Treasurer

_____ Treasurer

_____ Negotiator

_____ Negotiator

Appendix A

Kingsley Area School
Salary Schedule
Effective July 1, 1966

<u>Years in System</u>	<u>Bachelors Degree</u>	<u>Masters Degree</u>
0	\$5000	\$5200
1	5150	5350
2	5300	5500
3	5450	5650
4	5600	5800
5	5750	5950
6	5900	6100
7	6050	6250
8	6200	6400
9	6350	6550
10	6500	6700

Auxiliary Professional Services

The following duties shall carry the following amount of recompense:

Student Council Advisor	\$100.00
Senior Annual	150.00
Varsity Basketball	350.00
Assistant Basketball Coach	175.00
Baseball	100.00
Track	100.00
Girls Phys. Ed Coach	200.00
Summer Driver Education	3.50 per hour
Band	300.00
Cross Country	100.00

Appendix A (continued)

Substitute Salaries - Per Diem

1st 10 School Days \$15.00

Thereafter per exper-	0	27.77
ience evaluation level	1	28.07
	2	28.94

1. After 10 days at one assignment, a substitute teacher shall be thereafter considered a continuing substitute.
2. Continuing substitute teachers accumulating accumulating experience at Kingsley shall be allowed experience factor on the schedule.

Miscellaneous Provisions

1. Full credit will be given for certified service previously performed in other schools. Certified service is service with a provisional or permanent certificate. One half credit will be given for each year of non-certified experience in other schools.
2. Teachers who are on substitute status, special certificate and/or have no college degree upon receiving a ^{State of Michigan or equivalent} ~~Michigan State~~ Provisional Teaching Certificate would be placed on schedule according to their experience.
3. Any teacher employed on a twelve months basis shall be paid an additional 28% of his basic teaching salary based on experience for his summer employment. In addition 2 more leave days will be granted for a total of 12 sick days per year.

4. There shall be an annual reevaluation, by the Teacher's Salary committee and the Board of Education, of this salary schedule.

5. ~~New personnel will be given full credit for certified service, previously performed in other schools. Certified service is service with a provisional or permanent certificate.~~

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APPENDIX B

CODE OF ETHICS OF THE EDUCATION PROFESSION

PREAMBLE

We, professional educators of the United States of America, affirm our belief in the worth and dignity of man. We recognize the supreme importance of the pursuit of truth, the encouragement of scholarship, and the promotion of democratic citizenship. We regard as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. We affirm and accept our responsibility to practice our profession according to the highest ethical standards.

We acknowledge the magnitude of the profession we have chosen, and engage ourselves, individually and collectively, to judge our colleagues and to be judged by them in accordance with the applicable provisions of this Code.

PRINCIPLE I

COMMITMENT TO THE STUDENT

We measure success by the progress of each student toward achievement of his maximum potential. We therefore work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals. We recognize the importance of cooperative relationships with other community institutions, especially the home.

APPENDIX B cont.

In fulfilling our obligations to the student, we -

1. Deal justly and considerately with each student.
2. Encourage the student to study varying points of view and respect his right to form his own judgment.
3. Withhold confidential information about a student or his home unless we deem that its release serves professional purposes, benefits the student, or is required by law.
4. Make discreet use of available information about the student.
5. Conduct conferences with or concerning students in an appropriate place and manner.
6. Refrain from commenting unprofessionally about a student or his home.
7. Avoid exploiting our professional relationship with any student.
8. Tutor only in accordance with officially approved policies.
9. Inform appropriate individuals and agencies of the student's educational needs and assist in providing an understanding of his educational experiences.
10. Seek constantly to improve learning facilities and opportunities.

APPENDIX B cont.

PRINCIPLE II

COMMITMENT TO THE COMMUNITY

We believe that patriotism in its highest form requires dedication to the principles of our democratic heritage. We share with all other citizens the responsibility for the development of sound public policy. As educators, we are particularly accountable for participating in the development of educational programs and policies and for interpreting them to the public.

In fulfilling our obligations to the community, we -

1. Share the responsibility for improving the educational opportunities for all.
2. Recognize that each educational institution may have a person authorized to interpret its official policies.
3. Acknowledge the right and responsibility of the public to participate in the formulation of educational policy.
4. Evaluate through appropriate professional procedures conditions within a district or institution of learning, make known serious deficiencies, and take any action deemed necessary and proper.
5. Use educational facilities for intended purposes consistent with applicable policy, law, and regulation.
6. Assume full political and citizenship responsibilities, but refrain from exploiting the institutional privileges of our professional positions to promote political candidates or partisan activities.
7. Protect the educational program against undesirable infringement.

APPENDIX B cont.

PRINCIPLE III

COMMITMENT TO THE PROFESSION

We believe that the quality of the services of the education profession directly influences the future of the nation and its citizens. We therefore exert every effort to raise educational standards, to improve our service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. Aware of the value of united effort, we contribute actively to the support, planning, and programs of our professional organizations.

In fulfilling our obligations to the profession, we -

1. Recognize that a profession must accept responsibility for the conduct of its members and understand that our own conduct may be regarded as representative.
2. Participate and conduct ourselves in a responsible manner in the development and implementation of policies affecting education.
3. Cooperate in the selective recruitment of prospective teachers and in the orientation of student teachers, interns and those colleagues new to their positions.
4. Accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities and support them when unjustly accused or mistreated.

APPENDIX B cont.

5. Refrain from assigning professional duties to non-professional personnel when such assignment is not in the best interest of the student.
6. Provide, upon request, a statement of specific reason for administrative recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
7. Refrain from exerting undue influence based on the authority of our positions in the determination of professional decisions by colleagues.
8. Keep the trust under which confidential information is exchanged.
9. Make appropriate use of time granted for professional purposes.
10. Interpret and use the writings of others and the findings of educational research with intellectual honesty.
11. Maintain our integrity when dissenting by basing our public criticism of education on valid assumptions as established by careful evaluation of facts or hypotheses.
12. Represent honestly our professional qualifications and identify ourselves only with reputable educational institutions.
13. Respond accurately to requests for evaluations of colleagues seeking professional positions.
14. Provide applicants seeking information about a position with an honest description of the assignment, the conditions of work, and related matters.