

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

7/1/68 FILE
Kingsley
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7/67-7/68

Agreement. - This agreement entered into this day of 1967 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."

OFFICE OF PROFESSIONAL NEGOTIATIONS
Michigan Education 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, now therefore in consideration of the following mutual covenant, it is hereby agreed as follows:

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

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.

Kingsley Area Schools

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.

- 2. Yes
- 3. 7-1-68
- 4. No
- 5. No

MEA
1216 Kendall
E. Lansing, Mi.
48823

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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. Teacher assignments shall be in accordance with major or minor fields of preparation, whenever possible.
- 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 within 15 days after salary calculation sheets have been issued.
- E. Contracts not returned, or returned unsigned, 10 calendar days following issuance, will indicate no acceptance on the part of non-tenure teachers, 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 to be considered for recommendation by this Board.

ARTICLE IV

Assignment and 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. Evaluation should include classroom visitations and follow-up conferences between the principal and the teacher.

ARTICLE VI

Disciplinary Action

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.

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 Principal, and a copy is to be submitted to the Kingsley Education Assoc.
- C. Within five working days of receipt of the grievance the Principal shall inform the Superintendent of said grievance, and shall meet with the Association representative in an effort to resolve the grievance. Affected teachers may or may not be present at such meeting. Following the meeting with the school principal if 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 shall be denied by the Superintendent, upon review of the action of the school principal, 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 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. 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.

Bind. art.

F. All costs associated with arbitration are to be shared equally by the Board and the Association.

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 3)

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. The teachers will be on duty from 8:15 A.M. to 3:45 P.M.

ARTICLE X

Leave of Absence

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

- A. Sick leave
- B. Business Leave
- C. Civil leave
- D. Association
- E. Maternity
- F. Military
- G. Sabbatical
- H. Bereavement

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

A. Sick Leave - Ten days of sick leave will be granted each year accumulative to 60 days at full pay. The Board may request substantiation that leave has been taken for the intended purpose.

B. Business Leave - Two days business leave shall be granted each year at full pay. This shall be noncumulative. If used it is to be deducted from sick leave. Approval of the Administration is not required for usage of this leave.

C. Civil Leave - Civil leave shall be granted for the following reasons:

1. Jury Services - 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. If such witness duty is connected with his teaching employment he shall be granted full pay for such time. If however, he is a witness in a civil suit in which he is personally involved he will receive no pay other than that provided for under Business Leave.
3. When called to take Selective Service Physical Exam, teacher shall suffer no loss of pay for this time.

4. Public Office - To campaign for or serve in public office.

D. Association Leave - Those who are regional or state officers of the Association or appointed to the regional or state 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.

E. 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 year.

F. Military Leave -

1. Teachers on leave of absences who are in the armed services may have leave of absences extended for an additional two years.
2. Teachers are guaranteed full rights under the "Soldiers and Sailors Civil Relief Act".
3. Temporary Tour of Military Duty - Any employee shall upon his request, be granted military leave of absence to engage in a temporary tour of duty with any recognized branch of the military service not to exceed fifteen consecutive calendar days in any calendar year.

G. Sabbatical Leave -

May be granted any teacher on tenure for up to two years. Upon return, the recipient shall retain the same rights and benefits as if he had been continuously employed. Notification of intentions regarding return shall be given 3 months prior to the end of the current school year.

H. Bereavement Leave -

Teachers absent from duty because of the death of a member of their immediate family or a relative with whom they may at that time be living shall draw a regular salary not to ex-

ceed three days. These days are independent of all other leave days and are non-cumulative. Immediate family shall mean the teacher's or his spouse's mother, father, sister, brother, son, daughter, grandmother, grandfather.

ARTICLE XI

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 any extended leave, a teacher shall be assigned to the same position or substantially equivalent position if available.

ARTICLE XII

Negotiations Agreement

During the duration of this contract upon request by either party to the other party, the parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively reconsidering and resolving matters presented relative to the salary schedule as presented in Appendix A of the original contract.

ARTICLE XIII

Miscellaneous Items

A. Teachers may assign and deliver to the Board an assignment authorizing 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. A staff member shall formally retire from active service in the Kingsley Area School at the conclusion of the year in which he or she reaches the age of 65. The staff member upon reaching the mandatory retirement age of 65 must apply to the Superintendent if he or she desires to teach an additional year. Such application must be made by March 1st.
- C. The Board agrees to provide daily relief for elementary teachers from midday playground duties.
- D. The Board recognizes that appropriate texts, instructional aids and supplies are the tools of the teaching profession. The parties will confer at least 1 time each semester for the purpose of improving the selection and use of such educational tools. The Board undertakes promptly to act upon all joint recommendations thereon made by its representative and the Association.
- E. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.
- F. One hour release time shall be provided for the purpose of curriculum study, every six weeks marking period.
- G. 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.
- H. Copies of this Agreement shall be printed. A copy shall be presented by the Superintendent to each teacher immediately upon employment.

I. 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.

ARTICLE XIII Cont.

"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 1967 and shall continue in effect for one (1) year until the 1st day of July 1968. 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

Kingsley Area School
 Salary Schedule
 Effective July 1, 1967

| <u>Years of Experience</u> | <u>Bachelors Degree</u> | <u>Masters Degree</u> |
|----------------------------|-------------------------|-----------------------|
| 0 | \$6,000 | \$6,200 |
| 1 | 6,100 | 6,300 |
| 2 | 6,200 | 6,400 |
| 3 | 6,300 | 6,500 |
| 4 | 6,400 | 6,600 |
| 5 | 6,500 | 6,700 |
| 6 | 6,600 | 6,800 |
| 7 | 6,700 | 6,900 |
| 8 | 6,800 | 7,000 |
| 9 | 6,900 | 7,100 |
| 10 | 7,000 | 7,200 |

Auxiliary Professional Services

The following duties shall carry the following amount of recompense:

| | |
|--|---------------|
| Senior Annual | \$150.00 |
| Varsity Basketball | 450.00 |
| Assistant Basketball Coach | 250.00 |
| Baseball | 150.00 |
| Track | 125.00 |
| Girls B.B. Coach - Cheerleading | 200.00 |
| Driver Education (outside the school day) | 4.00 per hour |
| Band | 300.00 |
| Cross Country | 100.00 |
| Jr. High B.B. | 125.00 |
| Forensics & Debate | 125.00 |

Appendix A (continued)

Substitute Salaries - Per Diem

1st 10 school days \$15.00 and \$30.00 per teaching day thereafter, provided the 1st 10 days are consecutive.

1. After 10 days at one assignment, a substitute teacher shall be thereafter considered a continuing substitute and may be offered a contract.
2. If a substitute teacher is called he shall be paid for the amount of time specified at the time he is called.

Miscellaneous Provisions

1. Full credit will be given for certified service previously performed in other schools, and the Kingsley Area School. 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, and Kingsley Area School.
2. Any teacher employed on a twelve months basis shall be paid an additional 25% 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.
3. There shall be an annual re-evaluation, by the Teacher's Salary Committee and the Board of Education, of this salary schedule.

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 students, 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.

to promote political candidates or partisan activities.

7. Increase the educational program against undesirable infringement.

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.
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.