

RECEIVED  
AUG 3 1968  
OFFICE OF  
PROFESSIONAL NEGOTIATIONS

REG.  
15 Grand Traverse Research 1968-69

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

Proposed Agreement - This agreement entered into this day of June 15, 1968 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, now therefore 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. 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, 15 calendar days following issuance, will indicate nonacceptance on the part of a 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 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. Professional staff members may then apply in writing to the Superintendent for transfer from their present position to the opening. Evaluation of the applicant shall include:
  - 1. Attitude for the position.

2. Professional preparation.
  3. Longevity of service.
  4. Years of service remaining before retirement.
- C. 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 shall include classroom visitations and follow-up conferences 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.

ARTICLE VII  
Professional Grievance Negotiating Procedure

- A. The Association, 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 with the Principal. Within five working days of receipt of the grievance the Principal shall inform the Superintendent of said grievance, and both shall meet with the Association representative in an effort to resolve the grievance. Following the meeting with the administration, if the parties cannot agree, the grievance shall be promptly transmitted to the Secretary of the Board of Education with a statement of reasons why it is being disapproved.
- B. 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.
- C. 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.

- D. 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 B)

#### ARTICLE IX

##### The Length of the Working Day

The teachers are to be at their teaching station at 8:15 A.M. and in the building from 3:30 to 3:45 P.M. daily unless other arrangements are made with their immediate supervisor. When conferences are scheduled with parents and other persons interested persons interested in the welfare of the child, teachers shall remain until the conference has been completed. Teachers may not be required to hold said conferences when one days advance notice has not been given.

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.

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 years.

F. Military Leave -

1. Teachers who are on two year leaves of absence may have the leave extended for two additional years at the discretion of the Board of Education upon request from said teacher.
2. Teachers are guaranteed full rights under the "Soldiers and Sailors Civil Relief Act".
3. Temporary tour of Military Duty- Any employee shall be granted military leave of absence to engage in a temporary tour of duty as ordered by the Executive branch of government.

G. Sabaatical Leave -

- May be granted any teacher on tenure for one 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. Verification of the personal physician shall be required in determination of a teacher's recovery from such illness before returning to their position.

#### 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. Individuals may assign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the association. The deduction of membership dues shall be made from the second paycheck each month for 10 months beginning September and ending in June of each year and the Board agrees to promptly remit to the respective association all monies to be deducted, accompanied by a list of teachers from whom

the deductions have been made.

The Board shall also make payroll deductions upon written authorization from teachers for annuities, charitable donations, credit union, savings bonds, or any other plans or programs jointly approved by the Association and Board.

- 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. All teachers shall be scheduled for a duty free midday period of at least 30 minutes providing, however, it is understood by the parties that at all times during the noon hour there shall be at least one person in the school building who shall be available for emergency needs and times of inclement weather.
- 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 monthly 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 provide 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 1968 and shall continue in effect for one (1) year until the 1st day of July 1969. 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  
 1968-69 Salary Schedule  
 Effective July 1, 1968

<u>Step</u>	<u>BA</u>	<u>MA</u>
0	\$6,000	\$6,200
1	6,200	6,400
2	6,400	6,600
3	6,600	6,800
4	6,800	7,000
5	7,000	7,200
6	7,200	7,400
7	7,400	7,600
8	7,600	7,800
9	7,800	8,000
10	8,000	8,200

Auxiliary Professional Services

The following duties shall carry the following amount of recompense.

Senior Annual	\$150.00
Varsity Football	7 $\frac{1}{2}$ % of coaching step
Asst. Football	5% of coaching step
Varsity Basketball	7 $\frac{1}{2}$ % of coaching step
JV Basketball	5% of coaching step
Jr. High Basketball	3% of coaching step
Cross Country	3% of coaching step
Track	3% of coaching step
Baseball	3% of coaching step
Girls Basketball-Cheerleading	\$200.00
Forensics & debate	\$125.00
Band	\$300.00
Driver Ed. (outside school day)	\$4.00 per hour

Appendix A (continued)

Substitute Salaries - Per Diem

"First 10 school days in the same position at \$21.00 per diem and \$30.00 per teaching day thereafter, provided the first 10 days are consecutive."

1. After 10 days at one assignment, a substitute teacher shall be 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. Five (5) years credit will be given to new personnel for certified service previously performed. 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. This provision becomes effective July 1, 1968 and in no way affects teachers hired prior to this date.
2. 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.
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.

## 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.

### 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.