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MASTER AGREEMENT

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KINGSLEY AREA SCHOOL

Kingsley Area School.

*Kingsley Area School
Kingsley, Mich. 49649*

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PROFESSIONAL NEGOTIATION AGREEMENT

between

The School District of Kingsley

and

Kingsley Education Association

ARTICLE I. PREAMBLE

- A. WHEREAS The Board of Education of the Kingsley Area School District (hereinafter referred to as the Board) and the Kingsley Education Association (hereinafter referred to as the Association) recognize and declare that the implementation, development, and operation of a high-quality instructional program for the students of this school district is their mutual goal and responsibility, and that the character of such education depends upon the quality and morale of the teaching service, and
- B. WHEREAS this common high purpose may best be achieved by close consultation, mutual respect, and understanding between the Board and the Association, and
- C. WHEREAS the Association recognizes that the Board under law, has the final responsibility for establishing policies for the district, and
- D. WHEREAS the Board recognizes that teaching is a profession and the skills, knowledge, and creative capacities of teachers contribute greatly toward the goal of high-quality schools for the district, and
- E. WHEREAS the laws of the State of Michigan authorize public employees and public employers to enter collective negotiation agreements concerning rates of pay, hours of employment and working conditions.
- F. WHEREAS the Board did recognize the Association, by formal resolution, in March, 1965, as the choice of a majority of the employees covered by this agreement, as the exclusive representative for the purpose of collective negotiations with the Board in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment, and

- G. WHEREAS the parties, following deliberate professional negotiations have reached certain understanding, and
- H. WHEREAS the Board and the Association desire to incorporate such understandings into a written collective negotiations agreement in the belief that such action is in the best interest of the students attending school therein, the teachers represented by the Association, and the residents of the Kingsley Area School District,
- I. NOW THEREFORE, in consideration of the following covenants the Association and the Board hereby agree as follows:

ARTICLE II. RECOGNITION

A. Bargaining Agent

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.

ARTICLE III

ASSOCIATION RIGHTS

- A. The Board agrees to recognize and observe all the rights given the Association pursuant to Act 379 of 1965, and all other applicable laws.
- B. The Board and the Association recognize the right of either party to invoke the assistance of the State Labor Mediation Board or a mediator from such public agency.
- C. Prospective teachers shall have the right to confer with the Association prior to their signing a contract. The names of Association representatives to contact will be supplied to the hiring agent by the Association and made available to prospective teachers through the hiring agent.
- D. The Board recognizes the right of the Association to consult with the Board or Administration on
 - a) Any new or modified fiscal, budgetary or tax programs,
 - b) Construction programs,
 - c) Major revisions of educational policy.
 - d) Any new or innovative programs, including contracted learning.
 - e) Any proposal for operational or building millage:

And the Association shall be given opportunity to advise the Board with respect to the above matters prior to their adoption and/or general publication.

- E. Payroll Deductions. 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 ten (10) months beginning in September ending in June of each year.
- F. The Board shall also make payroll deductions upon written authorization from teachers for annuities, charitable donations, credit union, savings bonds, or any other plan or programs jointly approved by the Association and the Board.

ARTICLE IV.

TEACHER RIGHTS AND RESPONSIBILITIES

- A. Personal and Professional Life
 - 1. The Association and the teachers recognize that the basic duty of each teacher is to use his skill as a teacher in the most effective and proper manner to assure the highest possible quality of education in the Kingsley Area School.

2. Good teaching extends beyond classroom walls and scheduled hours. Teaching is a profession which requires, among other things, the devotion of extra time to self-improvement and out-of-school time for the preparation of projects, lesson plans, grading of papers, and counseling parents.
3. The Association and the teachers recognize that teaching is a profession which requires the highest standards of personal conduct from its members. The Association and the teachers further recognize the Code of Ethics of the Michigan Education Association as the basic standard of professional conduct.
4. In order to insure continued improvement of the education process in the Kingsley Area School, the Association and the teachers will assist in the study, revision, updating, and amending of school curriculum.
5. The Association and the teachers recognize their responsibility to keep themselves informed concerning school programs, and to interpret the school and its program to the community to the best of their ability.
6. The Association and the teachers recognize their obligation to continue to lend their skill and knowledge in the form of recommendations for textbook selections, teaching materials, and plans for new or renovated buildings.
7. Teachers shall be responsible for the supervision and safety of students in the school building and on the school grounds during the time that these students are directly assigned to the teacher.
8. Teachers are expected to exercise reasonable care of their use of school equipment and shall be responsible for the condition of their classrooms during the time that they are using the classroom or equipment.
9. Teachers shall not leave their class unattended for personal pleasure.

B. Vacancies, Promotions, Reassignments and Transfers

1. The Superintendent will give written notice to the president of the Association or his designee whenever vacancies occur or when a new professional position is to be created. The Association shall be responsible for the appropriate posting of said notice.

2. Teachers who desire to apply for such vacant positions shall file their application in writing with the Superintendent. The superintendent will acknowledge such applications in writing. It is recognized that the right of selections of personnel to fill said position remains entirely within the discretion of the Board.
3. Teachers who desire a transfer or change of assignment may make their desires known on the annual questionnaire or by letter to the Superintendent of Schools. Such requests will be acknowledged in writing and must be renewed each year.

In honoring requests for transfers the instructional requirements and the best interest of pupils and the school system will be considered.

4. Teachers will be informed by the Superintendent prior to involuntary transfers or assignment within the system, and the reasons for such transfer will be given.
5. Teachers shall be notified in writing of their tentative programs for the coming year, including the school to which they will be assigned, grade, subjects they will teach, and any special or unusual assignments which have been made. The notice will be given as soon as practical, and under normal circumstances not later than the last Friday in May of the current school year.

C. Board Support of Teachers

1. Teachers are responsible for the control and discipline of students in the classroom or in such places or at such times as the students may be under the jurisdiction of the teacher. Any assault by a child upon a teacher shall be promptly reported to the teacher's immediate supervisor. The Board recognizes its responsibility to give reasonable support and assistance to all teachers with respect to control and discipline.
2. Teachers will be notified without delay of complaints made against them by parents. The teacher will be granted an opportunity to answer such complaints either in conference or in writing at the discretion of the principal.
3. A teacher may exclude a pupil for one class period when the grossness of the offense, the persistence of misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases the teacher will furnish the student with a report of misconduct to be presented to the principal at the time of exclusion.

D. Teacher Evaluations

Board Statement: Evaluation of the effectiveness of teaching is a basic if not the most important function of administration. The MEA has referred to teacher evaluation as "The Key to Quality Personnel".

Evaluating teacher competency is not an easy task. It requires mutual understanding, effective tools and techniques, skill and cooperation.

Effective evaluation is based upon well-understood policies and criteria of performance developed through cooperative participation of teachers, administrators, and the Board of Education.

1. The evaluation of all teachers is the responsibility of the administration.
2. The performance of each teacher shall be evaluated in writing by his principal. Each probationary teacher shall be evaluated at least three (3) times during the school year; within one (1) month following his commencement of service, within three (3) months after his commencement of service, and not less than 75 calendar days prior to the end of the school year. Each tenure teacher shall be evaluated at least one (1) time every school year.
3. Teacher evaluations shall be made with the full knowledge and cooperation of the teacher and shall be signed by the teacher.
4. A teacher will receive, no later than five (5) working days after his evaluation is made, a copy of that evaluation report which has been prepared by his evaluator. Within the next five (5) working days the teacher has the right to a conference with the evaluator to discuss this report.

E. Academic Freedom

The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere in which academic freedom for teacher and student is encouraged. However, no teacher shall seek to advance personal, political, or religious views in the classroom. No teacher shall use classroom time to present his personal problems.

F. Retirement

Employees are required to retire at age sixty-five (65). Extensions of employment may be granted annually up to age seventy (70) when recommended by the Superintendent and approved by the Board. Employees who reach the established retirement age during a contractual period shall be permitted to complete the contract.

G. Release Time

One hour of release time shall be provided for the purpose of a two hour in-service training program. The second hour shall be given by the teachers. These meetings shall be held once during each six-week marking period.

A committee of teachers and administrators shall plan and organize the programs. If no program is planned then the in-service meeting will be cancelled.

H. Review of Personal File

Each teacher shall have the right, upon request, and in the presence of a member of the administration to review the contents of his personal file. A representative of the Association may at the teacher's request, accompany the teacher in this review. No teacher shall be given access to credentials or recommendations received from college or professional placement agencies. Each teacher's personal file shall contain the following minimum items of information.

- a. Annual TB report and required medical information.
- b. All the teacher's evaluation reports.
- c. Copy of teaching certificate.
- d. Copies of annual contracts.
- e. Tenure recommendation.

I. Substitute Teachers

1. A teacher shall notify his principal at the earliest possible time after determining that he will not be able to report for duty. Notification on the previous day is highly desirable. It shall be the responsibility of the administration to arrange for a qualified substitute teacher.
2. Teachers will be used to cover classes only in cases of emergency.

J. Lesson Plans

1. It is the teacher's responsibility to provide adequate and complete plans for the use of the substitute. Lesson plans for each succeeding week shall be on the teacher's desk or available thru the building principal not later than Friday before the succeeding week.
2. It is the responsibility of the administration to provide guidelines for lesson plans. These guidelines are to be included as Appendix E.

ARTICLE V. SCHOOL BOARD RIGHTS

- A. The Board, on its own behalf, and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it, by the laws and the constitution of the State of Michigan and/or the United States, or which have been heretofore properly exercised by it, excepting where expressly and in specific terms limited by the provisions of this agreement.
- B. It is agreed that the Board retains the right to establish and equitably enforce, reasonable rules and personnel policies relating to duties and responsibilities of the teacher and the working conditions which are not inconsistent with this agreement or in violation of law.
- C. The Board retains the rights of management and control of school property, facilities, grades and courses of instruction, athletics and recreation programs, methods of instruction, materials used for instruction, and the selection, assignment, direction, transfer, promotion, demotion, discipline, or dismissal of personnel excepting where expressly and in specific terms limited by the provisions of this agreement.
- D. The matters contained in this Agreement are not subject to further negotiations during the term of this Agreement, except by mutual consent of both parties.

ARTICLE VI. TEACHING CONDITIONS

A. Calendar

The calendar is attached hereto as appendix C, with the express understanding that it is subject to modification at the discretion of the Board in order to provide the one hundred-eighty (180) days

of classroom instruction as required by law.

B. Working Hours

1. Teachers shall be at their teaching stations fifteen (15) minutes prior to the start of the school day as defined for the school. Teachers will remain in the building not less than 15 minutes after dismissal of the students unless other arrangements are made with their immediate supervisor. When conferences are scheduled with parents or 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 conference when one (1) day's advance notice has not been given.
2. A teacher shall be expected to attend professional staff meetings when called by the principal. A teacher may place appropriate educationally related items on the agenda for the meeting. The agenda for meetings should be presented to the teacher at least one day in advance of the meeting.
3. All teachers shall be scheduled for a duty-free midday period of at least thirty (30) minutes.
4. Elementary teachers shall be provided no less than 30 minutes duty-free, during the school day.

C. Class Size

The Board and the Association recognize that the pupil-teacher ratio is an important aspect of an effective educational program. The parties agree that class size should be adjusted when such action will improve the instructional program.

D. Teacher Assignments

1. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certification or their major or minor field of study.
2. All senior and junior high school teachers shall have at least one unassigned period per day for the purpose of preparing lessons, student conferences, parent conferences, etc.

E. Non-Teaching Duties

The Board and the Association acknowledge that a teacher's primary responsibility is to teach, and that his energies should be utilized to this end. It is agreed that teachers will be relieved of non-teaching duties to the extent possible and practical through the use of non-teaching personnel to perform clerical-type tasks.

F. Teaching Facilities, Equipment and Supplies

1. Both parties recognize that the availability of optimum school facilities, equipment and supplies for both student and teacher are necessary to insure the high quality of education that is the common goal of the Association and the Board. The Board recognizes:
 - a. That appropriate texts, instructional aids and supplies are the tools of the teaching profession. The parties will confer at least one 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.
 - b. That sufficient library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, physical education equipment and other materials deemed as necessary tools of the teaching profession should be provided.
 - c. Space should be provided in each classroom in which teachers may safely store instructional materials and supplies.
 - d. That a teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials should be made available.
2. Teachers will be informed as soon as possible as to the disposition of their requisitions for supplies, materials, and equipment by their principal.

ARTICLE VII INDIVIDUAL CONTRACTS

- A. All individual contracts between the Board and individual teachers shall be subject to and consistent with the terms and conditions of this Agreement, and any individual contract hereafter executed shall be expressly made subject to and consistent with terms of this or subsequent Agreements to be executed by the parties. If an individual

contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.

B. All individual contracts will:

1. State the beginning and ending dates of contract.
2. Indicate the amount of salary to be paid.
3. Indicate whether the teacher is a probationary or tenure teacher.
4. Offer twenty-six (26) salary payments.
5. Contracts will be issued simultaneously to all teachers.
6. Contracts will be issued within 15 days of the completion of negotiations.
7. 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.

C. Extra duties and the amount the teacher will be paid for each duty will be stipulated on a separate, nontenure, supplemental contract.

D. No teacher who lacks full certification may be granted tenure rights.

ARTICLE VIII LEAVES

A. Procedure upon the use of leave:

Any teacher upon using leave must file Appendix D with the main office no later than 2 working days following use of leave. Said teacher must be notified within 5 working days when leave is denied.

B. Sick Leave

1. Ten days of sick leave will be granted each year accumulative to 90 days at full pay.
2. Sick leave is basically an insurance and covers illness, disability procedures, injury, or unavoidable quarantine of teacher. Routine health examinations, dental appointments, or surgical

procedures which might appropriately be scheduled during vacation periods shall not be covered.

3. A statement will be presented to each teacher at the beginning of the school year showing accumulated leave.
4. If the employee terminates his service before the end of the contract term, a deduction will be made at the time the service terminates for all sick leave used in excess of leave earned.
 - a. The parties jointly acknowledge that abuse of sick leave has a deleterious effect on the education of children and therefore mutually pledge to dissuade the teaching staff from improper use of sick leave. Should the administration become aware of circumstances which it believes is an abuse of sick leave, the teacher(s) in question may be called on by an administrator to satisfactorily explain the circumstances. The KEA will be notified of such hearing and will send a representative to the hearing to reaffirm the first sentence in this paragraph. Should the administrator determine that discipline is in order, the KEA representative shall be notified of same. It is expected that the KEA will face up to its responsibility and not pursue grievances which are unmeritorious or based on political expediency.

The KEA affirms that it is the right of the administration and school board to adopt policy and procedure to insure a correct usage of sick leave, however, this shall not deprive the KEA of their normal grievance rights as to the application of policy and procedure pertaining to sick leave.

5. Rights Saving 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 by the personal physician shall be required in determination of a teacher's recovery from such illness before returning to his position.

C. Business Leave.

1. Two (2) days business leave shall be granted each year at full pay. These shall be independent of all other leave days and noncumulative. Approval of the Administration is not required for usage of this leave.

2. The intent of this leave is to make it possible for teachers to be absent for business matters which cannot be taken care of during their own time. This leave is not to be used for personal pleasure, profit, extended vacations, visiting, or simple convenience. Business days may not be used on the day immediately preceding or following a vacation, unless permission is granted by the administration.

D. Involuntary Leave

1. 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 obligations. If however, he is a witness in a suit in which he is personally involved he will receive no pay other than that provided for under Business Leave.

E. Military Leave

1. Teachers shall be granted temporary leave with pay for absence necessitated by required physical examination for military induction.
2. A leave of absence shall be granted a teacher who is recalled or inducted for one period of enlistment in any branch of the armed forces of the United States. Reinstatement upon completion of such service shall be in accordance with the requirements of the applicable law of the United States. Regular salary increments shall accrue.

F. 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 exceed three days. These days are independent of all other leave days and are noncumulative. Immediate family shall mean the teacher's spouse, teacher's or his spouse's mother, father, sister, brother, son, daughter, grandmother, grandfather, or grandchildren. This leave must be used within 5 days of the death or burial.

G. 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.

H. 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.

I. Professional Leave

Upon the approval of the Superintendent of Schools teachers will be granted leave without loss of pay to attend educational conferences, workshops, and visitations pertinent to the improvement of the school curriculum. Necessary expenses for such meetings will be paid by the Board of Education.

J. Extended Leaves

1. Sabbatical Leave

- a. In accordance with the provisions of Section 572 of the Michigan School Code, sabbatical leaves may be granted by the Board of Education.
- b. Requests for sabbatical leave must be submitted in writing to the Superintendent of Schools not later than May 1 of the school year preceding the school year for which the leave is requested. Preference in granting such leave will be based upon anticipated benefits to the School District.

K. Additional Leave

The Board shall have the prerogative to grant additional leave or other leaves not covered in the Master Agreement when such leaves would be in the best interest of the school system, teacher, or both.

ARTICLE IX PROFESSIONAL COMPENSATION

A. Salary Schedule

The basic salaries of teachers covered by this Agreement are stated in Schedule marked Appendix A which is attached to and incorporated in this Agreement. This salary schedule shall remain in effect during the term of this Agreement.

B. Terminal Pay

Teachers who terminate their employment from the school system after 5 years of service in the system shall be paid at 50% of substitute teachers wages for each leave day accumulated during their employment with the system with a limit of \$500.

C. Transfer of Credit

Teachers in the district shall receive no more than five (5) years credit for prior certified teaching experience.

D. Extra Duty Assignments

1. Payment for extra duty assignments outside the normal load, will be paid according to the schedule marked Appendix B which is attached to and incorporated in this Agreement.
2. When a teacher's regular assignment extends beyond the normal school year, the additional time shall be compensated at a pro-rate share of the teacher's current basic salary.

ARTICLE X PROFESSIONAL GRIEVANCE PROCEDURES

A. Definition of a Grievance

A grievance is a claim based upon a teacher's, a group of teachers, or the Kingsley Education Association's belief that there has been a violation, misinterpretation or misapplication of any provision of this agreement or any existing rule, order or regulation of the Board specifically establishing a procedure for redress relating to wages, hours, terms or conditions of employment. The grievance procedure shall not apply to any matter which is prescribed by law, or state regulations or over which the Board is without power to act. No board prerogatives or dispute over the modifications of this contract shall be made subject of a grievance. All grievances shall be filed by the Association.

- B. The Association may invoke the formal grievance procedure by submitting the grievance on a form designated for that purpose. This form shall be signed by a representative of the Association. Said form shall be available from the grievance chairman. A copy of the grievance form shall be delivered to the principal.
- C. In the event that a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal either personally or accompanied by the grievance chairman. The grievance must be filed within twenty (20) calendar days of the violation, misinterpretation, or misapplication.
- D. Within five (5) calendar days of receipt of the grievance, the principal shall meet with the Association grievance chairman in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within five (5) calendar days of such a meeting, and shall furnish a copy thereof to the grievance chairman.
- E. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) calendar days of such a meeting (or ten calendar days from the date of filing, whichever shall be later) the grievance shall be transmitted to the superintendent. Within seven (7) calendar days the Superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within five (5) calendar days of such meeting and shall furnish a copy thereof to the Association.
- F. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within five (5) calendar days of such meeting (or ten calendar days from the date of filing, whichever shall be later) the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board. The Board, no later than its next regular meeting or within two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) calendar days thereafter. A copy of such disposition shall be furnished to the Association.
- G. If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within

fifteen (15) calendar days from the notification date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accord with its rules which shall have no power to alter, add to, or subtract from the terms of the agreement.

- H. All costs associated with arbitration are to be shared equally by the Board and the Association.
- I. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- J. If an individual teacher has a personal complaint which he desires to discuss with a principal, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for the grievance chairman to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this agreement.
- K. All documents, communications, and records dealing with a grievance shall be filed separately from the personal files of the participants.
- L. It shall be the general practice of all parties to process grievance procedures during times which do not interfere with assigned duties; provided, however, in the event it is mutually agreed by the aggrieved person, the Association, and the Board to hold proceedings during regular working hours, a teacher participating in any level of the grievance procedure on his own behalf or on the behalf of the Association, with any representative of the Board, shall be released from assigned duties without loss of salary.

ARTICLE XI 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. Whenever a teacher is in violation of any part of this agreement a

notation of this violation and the disciplinary action shall be included in the teacher's personal file. A duplicate copy of this notation shall be given to the teacher within three (3) school days of the violation.

ARTICLE XII NEGOTIATION PROCEDURES

- A. It is contemplated that terms and working conditions provided in this agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selection representatives for discussion furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. Not later than January 30 of the school year in which this agreement expires, the Board agrees to begin negotiations with the Association over a successor agreement in accordance with the procedure set forth herein in a good faith effort to reach agreement concerning teachers' salaries and all other working conditions. Such negotiations may include, but not be limited to, the subjects covered by this Agreement and any other matters mutually agreed to be negotiable by the parties. Any agreement so negotiated will apply to all teachers, and will be reduced to writing and signed by the Board and the Association.
- C. Neither party in any negotiations 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. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

ARTICLE XIII NO STRIKE CLAUSE

The Association agrees that it shall not authorize, engage in, condone, or ratify a strike. A strike shall be defined to include slowdowns, boycotts, picketing, work stoppage of any kind including "mass" sickness, and other connected or concerted activities having the effect of interrupting work or interfering with the normal school business.

ARTICLE XIV AGREEMENT CONTRARY TO LAW AND MATTERS CONTRARY TO AGREEMENT

- A. 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.
- B. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

ARTICLE XV REDUCTION IN PERSONNEL

- A. It is recognized that under certain circumstances it may become necessary to affect a reduction of certificated personnel. When such circumstances prevail, the terms of this article shall take effect.
- B. In such case the following procedure shall be used:
 - 1. All staff members shall be granted seniority equal to the number of years the teacher has taught in the school system.
 - 2. Seniority shall be the primary consideration in the lay-off of any teacher, providing that the following conditions are met:
 - a) Teachers must be kept within levels of certification.
 - b) Secondary teachers have seniority rights only in subject matter positions for which they have college major or minor preparation.
 - c) A secondary teacher with a major in a teaching area shall have priority over one with a minor.
 - d) An elementary teacher shall have seniority rights only in the grade that she is teaching plus one grade above and one grade below her present grade level.
 - e) In the event that two teachers with the same seniority shall qualify for one position, then administrative evaluations shall

be the deciding factor. It shall be the responsibility of the administration to determine which evaluations are superior.

- C. The Board will further use their best efforts to assist all teachers terminated for lack of employment to secure employment in adjacent school districts.
- D. No teacher shall be laid off pursuant to a necessary reduction in personnel unless he has been given a written notification of said action and an opportunity for a hearing before the school board.
- E. In the event of lay-off, the Board will institute a recall procedure which, when implemented, will insure teachers that they will be recalled in the reverse order of lay-off.

ARTICLE XVI MISCELLANEOUS PROVISIONS

- A. The provisions of this Agreement and the wages, hours, and working conditions shall be applied in a manner which is not arbitrary, capricious or discriminatory.
- B. Copies of this Agreement shall be printed by the Board and presented to all teachers employed or hereafter employed by the Board.
- C. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.

ARTICLE XVII DEFINITIONS

- A. Wherever the term "Teacher" is used it is to include any member or members of the bargaining unit.
- B. Wherever the singular is used it is to include the plural.
- C. Wherever the term "Board" is used it shall mean the Board of Education of the Kingsley Area School District, and shall include its designee upon whom the Board has conferred authority to act in its place and stead.
- D. Wherever the term "Superintendent" is used it shall mean the Superintendent of Schools and shall include his designee upon whom the Superintendent has conferred authority to act in his place and stead.

- E. Wherever the term "Principal" is used it is to include the administrator of any work location or functional division or group.
- F. Wherever the term "this Agreement" is used it shall mean the Agreement itself, together with all Appendices incorporated therein by reference.
- G. Wherever the term "Association" is used it shall mean the Kingsley Education Association and shall include its designee upon whom the Association has conferred authority to act in its place and stead.
- H. Wherever the term "District" is used it shall mean the Kingsley Area School District.

ARTICLE XVIII DURATION OF AGREEMENT

This agreement shall be effective immediately upon ratification by both the KEA and the Kingsley Area School Board, and shall continue in effect until the 1st day of September, 1976, with the exception of Appendix A and Appendix C which shall be renegotiated for the 1975-76 school year upon which an agreed upon number of items of the present contract may be chosen by each group at the first agenda meeting to be re-negotiated. An item is defined as any section of the Master Agreement which is listed in the Table of Contents. If an article is sub-divided, only one of the sub-divisions may be opened for renegotiating by each group.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Appendix B shall only be negotiated in the event of new duties not listed in the present Extra Pay Duty schedule.

FOR THE ASSOCIATION

FOR THE BOARD

By _____
President

By _____
President

By _____
Secretary

By _____
Secretary

By _____
Treasurer

By _____
Treasurer

By _____
Negotiator

By _____
Negotiator

APPENDIX A

KINGSLEY AREA SCHOOL

1974-75 Salary Schedule

<u>Step (Experience)</u>	<u>BA</u>	<u>MA</u>
0	\$8600.00	\$9100.00
1	8967.50	9467.50
2	9335.00	9835.00
3	9702.50	10,202.50
4	10,070.00	10,570.00
5	10,437.50	10,937.50
6	10,805.00	11,305.00
7	11,172.50	11,672.50
8	11,540.00	12,040.00
9	11,907.50	12,407.50
10	12,275.00	12,775.00

Insurance Benefit

- A. The Board shall pay \$50.50 per month towards the cost of the comprehensive MESSA or Blue Cross full family health care package for a full twelve month period for the employee's family. All additional programs available through MESSA shall be available at the employee's expense through payroll deduction.
- B. For single teachers the Board will pay completely for the teacher's health insurance under the MESSA-Super Med plan or will pay an equal amount toward health insurance subscribed to under Blue Cross.
- C. Employees not wishing health care protection may apply a \$18.96 per month board subsidy toward the Selective Option package available through MESSA or Blue Cross.
- D. Any amount allowed towards insurance may not be paid to a teacher in cash.

APPENDIX B

Extra-Duty Schedule

Head Football	10% of base + $\frac{1}{2}\%$ of base for each year of coaching experience at Kingsley as football coach for a maximum of 5 years.
Ass't Football	$7\frac{1}{2}\%$ of base + $\frac{1}{2}\%$ of base for each year of coaching experience at Kingsley as football coach for a maximum of 5 years.
Head Basketball	10% of base + $\frac{1}{2}\%$ of base for each year of coaching experience at Kingsley as basketball coach for a maximum of 5 years.
Ass't Basketball	$7\frac{1}{2}\%$ of base + $\frac{1}{2}\%$ of base for each year of coaching experience at Kingsley as basketball coach for a maximum of 5 years.
Cross Country	5% of base
Baseball	5% of base
Track	5% of base
7th Basketball	3% of base
8th Basketball	3% of base
9th Basketball	3% of base
Annual	3% of base
FHA	2% of base
Girl's Basketball	5% of base
Cheerleading	3% of base
Drama Club & Sr. Play	$1\frac{1}{2}\%$ of base
Student Council	2% of base
Band	5% of base
Girl's Track	3% of base
Driver Ed:	Classroom \$5.50 per student Road work \$5.50 per student

Kingsley Area School

1974-75 Calendar

Sept. 3	Teachers work day
Sept. 4	First day of school
Nov. 28 & 29	Thanksgiving vacation
Dec. 23 - Jan. 3	Christmas vacation
Jan. 23	Sec. exams - Elementary conf.
Jan. 24	Grading day - Elementary conf.
Mar. 28 - April 4	Easter vacation
May 26	Memorial Day
June 11	Last day of school
June 12	Teacher's work day

	Contract Days	Membership Days
September	20	19
October	23	23
November	19	19
December	15	15
January	20	18
February	20	20
March	19	19
April	18	18
May	21	21
June	<u>9</u>	<u>8</u>
	184	180

APPENDIX D

Verification of Leave

I was absent from work on the following days for the stated reasons.

DATE

REASON

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

If sickness was a reason, were you under a doctor's care? If yes,
which doctor? _____

Signature

APPENDIX B

Lesson Plan Guide Lines

1. Name of text book - pages of last assignment, pages of next assignment.
2. List of extra materials or equipment.
3. What method of teaching or what activity the substitute is to pursue.
4. Some extra work: in case the Sub finishes the assignment.
5. Name of a helper in each class.
6. Enough work to keep the class busy for the whole period and then some.
7. Directions for general class routine.
8. Up-to-date class book and seating chart for each class or alphabetical list of students and in the elementary, name tags for each child's desk.