

4588

8/25/2001

**AGREEMENT**

**between**

**DELTON KELLOGG SCHOOL DISTRICT**

**and**

**DELTON KELLOGG**

**EDUCATION ASSOCIATION/SCUBA/MEA/NEA**

**1997-98 thru 2000-01  
School Years**

*Delton Kellogg School*



## TABLE OF CONTENTS

I.	RECOGNITION .....	1
II.	TEACHERS' RIGHTS	
A.	Teachers, Hours.....	1
B.	Teaching Loads and Assignments.....	2
C.	Teaching Conditions .....	5
D.	Vacancies and Promotions .....	7
E.	Transfers .....	7
F.	Association Responsibilities .....	8
G.	Protection of Teachers .....	9
H.	Released Time .....	10
I.	Least Restrictive Environment.....	10
III.	ASSOCIATION RIGHTS .....	10
IV.	SCHOOL MANAGEMENT'S RIGHTS .....	11
V.	TEACHER EVALUATION.....	12
VI.	GRIEVANCE PROCEDURE .....	13
A.	Purpose .....	13
B.	Procedure .....	13
C.	Rights of Teachers to Representation .....	15
D.	Miscellaneous .....	16
VII.	COMPENSATION AND BENEFITS	
A.	Compensation .....	16
B.	Previous Teaching Experience .....	17
C.	Advancement on Schedule .....	17
E.	Fringe Benefits .....	17

F.	Differentials .....	17
G.	Deductions .....	17
VIII. AUTHORIZED LEAVES		
A.	Allowances	
1.	Sick Leave .....	18
2.	Business Days .....	18
3.	Compensatory Hours/Holiday Extension.....	18
B.	Leaves of Absence	
1.	Leaves of Absence With Pay .....	19
2.	Leaves of Absence Without Pay .....	21
3.	Duration of Leave of Absence .....	23
4.	Return From Leave of Absence .....	23
C.	Workers' Compensation .....	23
IX.	LAYOFFS .....	24
X.	MISCELLANEOUS PROVISIONS .....	26
XI.	DURATION OF AGREEMENT .....	28
	APPENDIX A CALENDARS .....	29
	SCHEDULE A BASIC COMPENSATION .....	30
	SCHEDULE B FRINGE BENEFITS .....	34
	SCHEDULE C DIFFERENTIALS.....	36
	LETTER OF UNDERSTANDING - ALTERNATIVE EDUCATION .....	39
	LETTER OF UNDERSTANDING - PRE-SCHOOL .....	40
	LETTER OF UNDERSTANDING - MCTI.....	41
	LETTER OF UNDERSTANDING - INSURANCE DEDUCTIBLE REIMBURSEMENT .....	42
	LETTER OF UNDERSTANDING - RETIREMENT INCENTIVE .....	43

## COLLECTIVE BARGAINING AGREEMENT

This Agreement is made as of the date hereinafter set forth by and between Delton Kellogg Schools, Counties of Barry and Allegan, acting by and through its Board of Education (hereafter the "School" or "Board") and the South Central Unified Bargaining Association, MEA/NEA (hereafter the "Association").

### PREAMBLE

WHEREAS, the Board has a statutory obligation, pursuant to Act 336, 1947 Michigan Public Acts, as amended ("Act") to bargain with the Association as representative of its teaching personnel in respect to rates of pay, wages, hours of employment or other conditions of employment.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements herein contained, it is agreed as follows:

WITNESSETH:

### 1 RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of the Act, for all certificated personnel under contract, excluding supervisory personnel.
- B. The Board agrees not to negotiate with any teachers' organizations other than the Association for the duration of this Agreement.
- C. The Association hereby designates the Delton Kellogg Education Association (hereafter "DKEA") as its local agent for purposes of contract administration.

### 2 TEACHERS' RIGHTS

#### A. Teachers' Hours

- 1. The teachers' normal teaching hours in the Elementary, Middle and High Schools shall be as follows:

K	-	8:10 a.m. - 3:15 p.m.
1-8	-	8:10 a.m. - 3:15 p.m.
9-12	-	8:05 a.m. - 3:15 p.m.

If the Section 1284 (1) mandate requires increased hours, the parties agree to comply by extending teacher/student instructional time.

- 2. Teachers' meetings will be held on Friday mornings, commencing one (1) hour prior to the regular teaching day. The meeting will be called at the discretion of the

building principal. When necessary, a special meeting in place of the regular meeting may be called by the Superintendent with the approval of the Association President.

3. Dismissal time during inclement weather will be after bus departure.

B. Teaching Loads and Assignments

1. Mentor Teacher

- a. A Mentor Teacher shall be defined as a Master Teacher as identified in section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the code. The Mentor Teacher shall be a member of the bargaining unit.
- b. Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher by the Association with the approval of the Administration. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
- c. A Mentor Teacher shall be assigned in accordance with the following:
  - (1) The Mentor Teacher shall be a tenured member of the bargaining unit.
  - (2) Participation as a Mentor Teacher shall be voluntary.
  - (3) The District shall immediately notify the Association of those members requiring a mentor assignment or of any affected member whose classroom assignment has changed.
  - (4) The Association shall notify the Administration when a Mentor Teacher is matched with a bargaining unit member (Mentee). The assignment of the Mentor Teacher shall be finalized by the Administration within twenty (20) work days after the notification.
  - (5) Every effort will be made to match Mentor teachers and Mentees who work in the same building and have the same area of certification.
  - (6) Mentee shall only be assigned to one (1) Mentor Teacher at a time.
  - (7) The Mentor Teacher assignment shall be for one (1) year subject to review by the Mentor Teacher and Mentee after two (2) months. The appointment may be renewed in succeeding years.

- d. Because the purpose of the mentor/mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not in any fashion be a matter included in the evaluation of the Mentor teacher or Mentee. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other. Further, the Mentor Teacher shall not be called as a witness in any grievance or administrative hearing involving the Mentee nor shall the Mentee be called as a witness in any grievance or administrative hearing involving the Mentor Teacher.
  - e. During the first semester of employment, the Mentor Teacher will meet with the Mentee for a maximum of one and one-half (1 1/2) hours bi-monthly. For each semester following, the meeting time will not exceed one and one-half (1 1/2) hours monthly. Meeting time, whenever possible, should be scheduled before or after the regular school day.
  - f. Mentees shall be provided with a minimum of fifteen (15) days of professional development induction during their first three (3) years of classroom teaching. Professional development shall be scheduled within the parameters of the regular work day and work year.
  - g. Topics to be discussed between the Mentor Teacher and Mentee shall include:
    - (1) First Semester . . .
      - (a) Contract overview
      - (b) Insurance and other beginning year forms
      - (c) Teacher's Handbook, Student Handbook
      - (d) ODDM Process and committee structure, and meeting procedures
      - (e) Effective teaching strategies
      - (f) Effective classroom management strategies
      - (g) Quality School philosophical base
    - (2) Each of the following semesters will be used to revisit items of need.
  - h. Mentor teachers shall receive a stipend of twenty dollars (\$20.00) per hour for their service as per Camp Delton language.
2. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not normally be assigned outside the scope of their teaching certificates or their major or minor field of study.
3. Each middle and high school teacher's schedule shall include one class period daily for conference and/or preparation and planning.

4. Each teacher shall be notified in writing of his/her intended assignment for the ensuing school year no later than the preceding first day of June, provided that such teacher has notified the Board in writing of his/her intention to return for the next school year prior to May 15. In the event that changes in such teaching assignment are necessary after that date, those teachers affected will be notified in writing at least one (1) week in advance of such reassignment, including the reasons therefore, and will be given the opportunity to order the necessary teaching supplies.
5. Class Size - It is recognized by the School that the pupil-teacher ratio is an important aspect of an effective educational program. Accordingly, the Board and the Association agree to the following class size maximums:

a. Elementary

Developmental K/1	18
K-1	24
2-3	25
4-6	26
Split Classes	Three less than the guidelines
Special Education	State Maximums
Phys. Ed and Music	32
Art and Computers	26

b. Secondary

General	30
Typing	32
Industrial Arts	25
Drafting/Home Ec	27
Art	28
Phys. Ed	40

If the enrollment in an individual class exceeds the above stated maximums by more than two (2) students on or after the second Friday, the affected teacher(s) and Association President or his/her designee shall consult with the building principal and mutually agree to one of the following options; namely:

- (1) Waiver of the applicable guideline in writing,
- (2) Appointment of additional staff,
- (3) Payment of a premium for each student above the stated maximums in the amount of one hundred seventy-five dollars (\$175) per semester at the elementary level (K-6) and seventy-five dollars (\$75) per semester at the secondary level prorated per day, or
- (4) Some other mutually acceptable resolution.



6. All teachers will be required to participate in and attend parent-teacher conferences/in-service and there will be no extra pay. However, in no instance shall the schedule for the two (2) days exceed the normal total hours for two (2) days of regular instruction.

C. Teaching Conditions

1. The School recognizes that appropriate supplies and equipment are tools of the teaching profession which the School agrees to supply within the means of the budget. Teachers, either individually or committees, will be given the opportunity to make recommendations through administratively established procedures. The Association recognizes the right of the School to make all final decisions upon such recommendations.
2. The following legal holidays shall be observed and school will be closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day.
3. In recognition of the need for "Making Time For Making Change," there will be early dismissal as per calendar. Teachers will be involved in school improvement, collaboration, teaming, grade level meetings, inclusive education meetings, content/department meetings on each of those dates. In recognition of this additional time, the teacher may have one (1) hour of compensatory time or twenty dollars (\$20.00) for each meeting. The parties shall evaluate as to merit annually.
4. On days when road or weather conditions are such that buses do not operate, teachers will not be required to report to school.
5. All teachers shall be entitled to a duty-free uninterrupted lunch period of thirty (30) minutes. This duty-free lunch period is subject to emergencies or problems connected with inclement weather.
6. A teacher regularly assigned as an elementary teacher shall have on the average for each full school week during each marking period two hundred fifty (250) minutes of planning/conference time. Except as the professional responsibilities of a teacher may temporarily otherwise require, a teacher shall receive not less than a twenty-five (25) minute block of such planning/conference time each school day.
7. When an elementary teacher(s) assumes the duties of a peer as well as his/her normal duties, one of the following options shall be implemented:  
  
Option 1 If a teacher takes an entire class in addition to his/her class for any time longer than fifty (50) minutes, he/she will be compensated at twenty-eight dollars (\$28.00) an hour. Along with the compensation the teacher will also have a teaching assistant with them.

- Option 2 If a class of students is split between team members or grade level teachers, the compensation of twenty-eight dollars (\$28.00) per hour shall be divided among the teachers receiving the students. Example: If two (2) teachers split a class, each would get fourteen dollars (\$14.00) an hour; if three (3) teachers split a class, each teacher would get nine dollars and thirty-three cents (\$9.33) an hour; if four (4) teachers split a class, each would get seven dollars (\$7.00) an hour.
- Option 3 If a teacher takes a class for any time longer than fifty (50) minutes he/she may choose to accumulate comp time.
8. Parking facilities will be provided for the teachers during school hours.
  9. The school calendar with legal holidays and vacation periods will be as listed in the Appendix. No deviations from this agreed schedule shall be made unless accepted by the Association and the Board. The Board, after consultation with the Association, may modify or extend the School Calendar in order to comply with membership day or other requirements imposed by State law or regulations.
  10. The Board will not discriminate against any teacher with regard to wages, hours, and other terms and conditions of employment, by reason of such teacher's membership in any recognized political party, or by reason of any teacher's choice not to become a member of any recognized political party. Additionally, the School will not discriminate against any teacher with regard to wages, hours and other terms and conditions of employment by reason of the teacher's membership in any religious organization, or by reason of the teacher's lack of membership in any religious organization. The Association agrees that its members will not seek to advance any political cause in the classrooms and that its members will abide by the constitutional requirements with regard to the teaching of the religious beliefs of any particular religious sect in the school classrooms. The Association further agrees that its members will not participate in any activity which would be a violation of the conflict of interest statutes of the State of Michigan.
  11. The School agrees that it will not discriminate against any teacher with regard to wages, hours, and other terms and conditions of employment by reason of such teacher's membership in the Association, or lack thereof, or by reason of any teacher's race, creed, religion, or lack thereof, color, national origin, age, sex, or marital status. The Association agrees that it will not discriminate with regard to its representation of the teachers by reason of such teacher's race, creed, religion, or the lack thereof, color, national origin, age, sex or marital status. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. All information forming the basis for disciplinary action will be made available to the teacher.

12. Each teacher shall update his/her homework hotline biweekly except the first week of school, Thanksgiving vacation, Christmas vacation, spring vacation and the last two (2) weeks of school. The parties shall evaluate as to merit annually.
13.
  - a. The number of student days during the 1997-1998 school year shall be 181 and the number of teacher days shall be 185. The additional day beyond the 1996-97 school year shall be paid at a per diem amount.
  - b. The number of student days during the 1998-1999 school year shall be 182 and the number of teacher days shall be 186.
  - c. The number of student days during the 1999-2000 school year shall be 183 and the number of teacher days shall be 187.
  - d. The number of student days during the 2000-2001 school year shall be 184 and the number of teacher days shall be 188.

D. Vacancies and Promotions

1. The School shall give notice of all professional vacancies not less than five (5) calendar days prior to permanently filling any such vacancy during the school year and seven (7) calendar days notice during the summer months. During the school year a notice shall be posted in each building. Between school years, a written notice shall be sent to the Association President or his/her designee. A vacancy is defined as a new bargaining unit position or an opening created by the resignation, retirement, transfer, or termination of a bargaining unit member.
2. A teacher may apply for any position at any time and shall be given an interview. Such application should be in writing and addressed to the Superintendent of Schools. An applicant with less seniority in the system shall not be awarded such position unless his/her qualification shall be substantially superior to applicants with greater seniority. The qualifications in such instance shall be as minimally defined in Article 9.
3. The Board subscribes to the policy of promotion from within the present staff but reserves the right to go outside of the present staff.

E. Transfers

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 such rights as he/she may have had under this Agreement prior to such transfer to supervisory or executive status.

F. Association Responsibilities

1. Strikes and Sanctions

a. During the term of this Agreement, neither the Association nor any persons acting in its behalf will cause, authorize or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of a teacher from his/her position, or stoppage of work, or abstinence in whole or in part, from the full, faithful and proper performance of the teacher duties of employment) or the imposing of sanctions for any purpose whatsoever against this District.

b. Reprisals

(1) The Association will not support the action of any teacher taken in violation of this Article, nor will it directly or indirectly take reprisals of any kind against a teacher who continues or attempts to continue the full, faithful and proper performance of his/her contractual duties or who refuses to participate in any of the activities prohibited by this Article.

(2) The Association agrees that it will neither take nor threaten to take any reprisals, directly or indirectly, against any supervisory or executive officials because of any decisions, actions or statements made either personally or in the course of their official duty relative to collective bargaining. The Association further agrees that it will neither take nor threaten to take any reprisals against the Board, or any member thereof, by reason of any decisions, actions or statements made by them either personally or in the course of their official duty relative to collective bargaining.

(3) It is expressly understood that this Section F., 1., b., will not be construed as in any way restricting the right of the Association to take any lawful action or exert any lawful pressure in connection with negotiations for future professional negotiation agreements.

c. Violation

(1) Violation of Section F., 1., a. of this Article by any teacher or group of teachers will constitute just cause for discharge and/or the imposition of discipline or penalties.

(2) The Board, in the event of violation of this Article, will have the right, in addition to the foregoing and any other remedies available at law, to seek injunctive relief and damages against the Association; provided, however, that if the Association promptly disclaims, in writing, to the Board and

publicly, responsibility for any activity prohibited hereby, and publicly orders the teachers back to work, it will not be liable in any way therefore.

- d. Nothing contained in this Article will be construed as a waiver of any rights the Association or its members may have under the Act which are otherwise provided by law.

#### G. Protection of Teachers

1. Any case of alleged assault upon a teacher which had its inception in a school centered problem will be promptly reported to the Board or its designated representative. If the alleged assault was by a pupil, it will be promptly investigated by the principal or his/her designated representative. This person and the Superintendent shall determine a suitable punishment for the assaulting pupil(s). This decision will be communicated to the teacher concerned.
2. If the assault is by an adult person, who is not a pupil, the School will promptly report the incident to the proper law enforcement authorities providing there is a signed complaint by the person(s) assaulted.
3. The Board shall furnish legal counsel to a teacher if such teacher is assaulted in the discharge of his/her professional duties, provided that the teacher shall have promptly reported any such assault to the administration, and provided further, that the teacher has first exhausted any insurance which provides for same.
4. During the term of the Agreement the School will include all teachers as named insureds under its liability insurance policy. The Association shall have the right to review the terms of the policy in order to ascertain that the provisions of this Section have been implemented. The face amount of the policy shall not be less than set forth in the 1985-87 Agreement.
5. Whenever a teacher is absent from school as a result of personal injury caused by an assault arising out of and in the course of his/her employment, he/she will be paid his/her full salary (less the amount of any workers' compensation made for temporary disability due to said injury) for the period of such absence not to exceed ten (10) school months, and no part of such absence will be charged to his/her annual or accumulated sick leave. The Board agrees that these differential payments are not to be utilized as an offset pursuant to Section 354 of the Workers' Compensation Act against any workers' compensation benefits due a teacher. The Board may, at its option, request a confirming statement from a medical doctor relative to the duration of such absence from the teaching assignment. As soon as such teacher is physically able to return to work, he/she shall be restored to his/her previous position providing such position is still in existence. In that event, by mutual agreement, the teacher shall be returned to a like or similar position. The provisions of this Article may not apply if the teacher(s) is adjudged guilty by a court of competent jurisdiction.



6. If, as a result of an assault arising out of and in the course of his/her employment, a teacher suffers damage or destruction of clothing and glasses, the School or its workers' compensation carrier will reimburse the teacher for such loss. Such reimbursement by the School will cover all such costs except those covered by insurance.
7. Classroom control is the basic responsibility of the classroom teacher. The Board will continue to accept its responsibility to give aid and support to the teachers through the appropriate administrators.
8. Any pupil who is determined by the administration, after consultation with appropriate qualified professional people, to be incapable of adjusting to the regular classroom will be removed from such regular classroom.

H. Released Time

One (1) school period a month of released time may be devoted to professional study, curriculum meetings, and/or professional in-service training as proposed by the Department Head Committee with the approval of the Superintendent.

I. Least Restrictive Environment

Whenever prospective planning activities relating to the implementation of the Least Restrictive Environment (LRE) concept throughout the Intermediate School District occur, the Board shall ensure that the Association shall be a full participant in any planning process involving the District as well as in the formulation and presentation of the Board's position as a part of any such planning activities involving the Intermediate School District.

Such participation shall neither expressly nor by implication be deemed to be a waiver of the Association's right to bargain any working condition in accordance with its responsibilities pursuant to the Public Employment Relations Act, as amended.

### 3 ASSOCIATION RIGHTS

- A. The Association and its representatives shall be able to use school building facilities and equipment at all reasonable hours for meetings provided that such meetings shall not interfere with the regular educational programs of the schools. This use of the facilities shall be without charge in accordance with the school policy for the use of school facilities as it shall exist from time to time. Damage to any equipment used will be paid for by the Association. The Association may purchase materials from the school at cost. Internal school mail service shall be granted to the Association, provided that communication through the mail service shall clearly identify the person or persons responsible for same.

- B. The Association shall have the exclusive right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building.
- C. Duly authorized representatives of the Association, including the MEA Uniserv Director, shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- D. At the beginning of each school year, the Association shall be credited with ten (10) days to be used by teachers who are officers or agents of the Association. Use of such days is at the discretion of the Association. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of use.

#### **4 SCHOOL MANAGEMENT'S RIGHTS**

- A. The determination and administration of educational policy, the operation of the schools, and the direction of the professional staff are vested exclusively in the Board or in the Superintendent when so delegated by the Board, except as expressly provided otherwise by the terms of this agreement.
- B.
  - 1. It will be the intent and practice of the School to encourage the staff to actively participate in and cooperate with the Department Head Committee concerning instructional and curricular matters. The Committee will refer and recommend their decisions to the Board for its consideration.
  - 2. The Association recognizes certain rights and responsibilities as belonging ultimately to the School, its Board of Education and administration. Those rights include the right to hire; to direct the teaching force; to determine the number of teachers who shall be employed by the School; to determine the qualifications necessary for promotion or demotion or transfer or reassignment of teachers; to discipline, suspend, demote and discharge teachers for cause in accord with this contract and Michigan laws; to require teachers to observe the School rules and regulations; to determine the number and location of school buildings, the type of such buildings, and the cost of such buildings; to establish the grade system to be used within the School; the qualifications necessary for the students to advance from grade to grade and to graduate; to determine the curriculum to be taught in the school together with text books or other materials which may be used in the educational processes; to determine the scheduling of classes, the hours of instruction, all other rules and regulations with regard to the conduct of pupils whether on or off school premises insofar as the School deems it necessary and appropriate; administration and supervision of the educational program and the conduct of the program of public relations will be vested with the School; and any and all powers and authorities granted to the School by the legislature of this State, the Constitution of this State, or by the Congress of the United States, or the Constitution of the United States.

- C. The School may adopt reasonable rules and regulations not in conflict with the terms of this Agreement.
- D. The disciplining of teachers shall be subject to the grievance procedure herein set forth; provided, however, that the decision of the Board to grant additional probation or to terminate the contract of a probationary teacher shall not be subject to the grievance procedure.
- E. In the event of a school merger, annexation, or other change in constituents of the School, any right or privilege afforded any teacher by this Agreement, not to exceed the remainder of the current school year, shall not be abrogated by such change in the school composition.
- F. Individual teachers shall implement, as required, performance goals and objectives in connection with their teaching assignments and the educational needs of their students as determined by the School and by the State of Michigan.

## 5 TEACHER EVALUATION

- A. The work performance of all teachers shall be evaluated in writing. The criteria to be used in teacher evaluation shall be provided by the administration at the beginning of each year. However, evaluations shall not be based on an instructional model that is not designed to be used for teacher evaluation.
- B. Evaluations will be conducted by the Administration.
- C. Each formal classroom observation shall be made for a minimum of thirty (30) minutes.
- D. A copy of the written evaluation shall be submitted to the teacher at a personal conference which shall take place within ten (10) school days following the formal classroom observation. The personal conference shall not be a part of the formal classroom observation. Any teacher may submit a statement explaining his/her position if there is a disagreement with the evaluation, and the statement must be included whenever the evaluation is divulged to a third party.
- E. No later than April 1 of each school year, a written report will be furnished to the Superintendent on each probationary teacher. A copy will be furnished to the teacher. The teacher will have the opportunity to submit, within ten (10) school days thereafter, in writing and signed, additional information to the Superintendent. In the event a probationary teacher is not to be continued in employment, the Board will advise the teacher of the reasons therefore in writing. Within ten (10) school days thereafter, the teacher may request, in writing, a hearing from the Board.
- F. 1. Each teacher shall have the right upon request to review the contents of his/her own personnel files maintained at the individual's school or at the Administration



Building. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The review must be made in the presence of the Administrator responsible for the safekeeping of these files. Privileged information as defined by law is specifically exempted from review. The Administrator shall, in the presence of the teacher's authorized representative, remove these credentials and confidential reports from this file prior to a review of the file by the teacher.

2. All written reports, commendations, complaints, evaluations and reprimands placed in the teacher's personnel file shall be brought to the attention of the teacher and shall bear the name or names of the individuals making such report.
3. The Board will assume responsibility for the review of information in personnel files before releasing any material and will not transmit to a third party any disciplinary reports, letters of reprimand or other records of disciplinary action which are more than four (4) years old, except when ordered to do so in a legal action or arbitration.

G. All observations of the work performance of a teacher shall be conducted openly.

## **6 GRIEVANCE PROCEDURE**

### A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Except that it shall not cover discharge, demotion or suspension of a teacher by the School if such teacher had, at the time thereof, a method of testing the validity of such discharge, demotion or suspension pursuant to the provisions of the act commonly known as the "Teacher Tenure Act" or any amendment or successor thereto. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given opportunity to be present at such adjustment if requested by the aggrieved or the School. The Association shall be notified of the disposition of the grievance in writing at and after Level Two of the grievance procedure.

### B. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. The number of days indicated shall exclude Saturdays, Sundays,

and holidays. If appropriate action is not taken within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limits specified may, however, be extended by mutual agreement.

1. Level One

Any aggrieved person with a complaint shall confer with his/her immediate supervisor or principal, individually, together with or through his/her Association representative. This informal conference, shall take place within a maximum of five (5) school days following the occurrence of the complaint. A decision of the supervisor or principal shall be given within five (5) days following the conference. Either party may request the decision in writing. Should the aggrieved person not be satisfied with the results of the informal conference, he/she shall within five (5) days file a written grievance with the immediate supervisor or building principal. A written decision of the supervisor or principal shall be given within five (5) days.

2. Level Two

If the aggrieved is not satisfied with the disposition of his/her complaint at Level One, he/she may file, within five (5) days, the complaint in writing with the Superintendent or his/her representative. The Superintendent, or his/her representative, shall meet within five (5) days thereafter with the aggrieved and the Association's representative. Within five (5) days of that meeting the Superintendent, or his/her representative, shall reduce his/her decision to writing and deliver the same to the individual and to the Association.

3. Level Three

If the aggrieved is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within five (5) days after he/she has first met with the Superintendent, he/she may file the grievance in writing with the President of the Association within ten (10) days after he/she first met with the Superintendent. Within five (5) days after receiving the written grievance, the President of the Association will refer it in writing to the School Board. Within ten (10) days after receiving the written grievance, a committee of the Board will meet with the aggrieved person for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Three will, however, be rendered by the Board at a special or regular board meeting.

4. Level Four

- a. If the aggrieved is not satisfied with the disposition of his/her grievance at previous levels, or if no decision has been rendered within ten (10) days after he/she has first met with the Board Committee, he/she may, within five (5) days after a decision by the Board or fifteen (15) days after he/she has first met with

the Board Committee, whichever is sooner, request in writing to the President of the Association to submit the grievance to arbitration. If the Association determines that the grievance is meritorious and that it arises from the language of this Agreement or an alleged breach thereof and that submitting it to arbitration is in the best interests of the Delton Kellogg School System, it may, by written notice to the School, submit the grievance to arbitration within fifteen (15) days after receipt of a request by the aggrieved person. If not so delivered within fifteen (15) days, the grievance shall be deemed abandoned. Grievances which do not arise from the language of this Agreement may be processed through Level Three but will not be arbitrable.

- b. Within ten (10) days after such written notice of submission to arbitration, the Board Committee and the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions of the issues submitted. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement. His/Her authority shall be limited to deciding whether a specific Article and Section of the Agreement has been violated. The arbitrator shall not usurp the functions of the Board of Education or the proper exercise of its judgment and discretion under law and this Agreement. The decision of the arbitrator, if within the scope of his/her authority as above set forth, shall be final and binding.
- d. The costs for the services of the arbitrator including per diem expenses, if any, and actual and necessary travel and subsistence expenses will be borne equally by the School and the Association.

C. Rights of Teachers to Representation

1. No reprisal of any kind will be taken by either party against any school representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
2. Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing, except he/she may not be represented by a representative or by an officer of any teacher organization other than the Association and its affiliates.

D. Miscellaneous

1. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
2. The sole remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder will be pursuant to the grievance procedure. However, nothing contained herein will deprive any teacher of any legal right which he/she presently has, provided that if a teacher elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.
3. In the course of investigation of any grievance, representatives of the Association will report to the principal of the building being visited and state the purpose of the visit immediately upon arrival.
4. It shall be the general practice of all parties in interest to process grievance procedures during times which do not interfere with assigned duties. However, in the event it is agreed by the School to hold proceedings during regular working hours, a teacher participating in any level of the grievance procedure, with any representative of the Board, shall be released from assigned duties without loss of salary.
5. Any grievance to be valid must be filed within the five (5) day period from the time the individual became aware of the event causing the grievance. Any pay adjustment allowed will not be retroactive beyond the current school year in which the grievance is filed.
6. Days shall mean working days when school is in session. During summer vacation the individual shall have ten (10) week days, excluding holidays, to initiate the grievance.

**7 COMPENSATION AND BENEFITS**

A. Compensation

1. The basic compensation of each teacher shall be as set forth on Schedule "A."
2. A teacher who is directed by the principal to use a planning conference period to serve as a substitute for another teacher shall be compensated at a rate of one-fifth (1/5) of the B.A. Base daily rate of pay or compensatory time which can be accumulated to a maximum of two and one-half (2 1/2) days at the teacher's option.
3. A teacher requested to work in excess of the number of days set forth in the School Calendar shall be entitled to a prorated increase in compensation.

4. In the event a teacher teaches a sixth assignment in the high school and does not have a planning period, the additional compensation shall be fifteen percent (15%) of that teacher's base pay. The extra assignment would be voluntary.

B. Previous Teaching Experience

1. Full credit for up to five (5) years shall be recognized. At the Board's discretion, additional experience may be given. (This subsection does not apply to persons hired prior to the 1992-93 school year.)
2. Those teachers teaching one (1) full semester but less than a full year will receive credit for one-half (1/2) year.
3. Any teacher required by the State Department of Education to have work related experience as a condition of certification may receive credit for such experience on the salary schedule. Such credit on the salary schedule shall not exceed three (3) years.

C. Advancement on Schedule

Degrees and/or fifteen (15) and thirty (30) hour blocks of hours beyond degrees secured prior to August 31 shall become effective at the beginning of the school year in September. If secured after August 31 and prior to January 20, credit shall be given on the salary schedule effective with the beginning of the second semester. Teachers shall be responsible for providing proof of degree before prorated payment is made.

D. Fringe Benefits

The Board shall provide fringe benefits as set forth in Schedule B.

E. Differentials

The Board shall provide differentials as set forth in Schedule C.

F. Deductions

Teachers desiring payroll deductions for credit union, money-saver plan, annuities, United Way, insurance, scholarship, etc., must within thirty (30) days of their employment sign and deliver to the School an assignment authorizing such deductions. Such sums will be deducted from the teacher's remaining pay periods during the then current school year.

## 8 AUTHORIZED LEAVES

### A. Allowances

#### 1. Sick Leave

There shall be an allowance of ten (10) days per year for sick leave which shall be added, after the first day (but not including the first day) of actual work on this contract. Each teacher shall be entitled to an accumulation for the unused portion of each year's sick leave up to a maximum of one hundred eighty (180) days. Each teacher who has accumulated one hundred eighty (180) days shall be paid twenty dollars (\$20) for each unused sick day above the one hundred eighty (180) day accumulation at the end of each school year. The amount of unused sick leave shall be certified to the teacher within thirty (30) days after the beginning of each work year. The number of days, as furnished by the Board, shall be conclusively deemed to be accurate unless the teacher informs the Board of any error within fifteen (15) calendar days after receipt of such certification.

#### 2. Business Days

There shall be an allowance of four (4) half-days for personal business. Advance notice in writing, at least one (1) full day, shall be given the Administration in requesting a half-day(s) for personal business. A personal business leave day shall not be granted for the day preceding or the day following holidays or vacations, and the first and last day of the school year. (Personal days used during the week of a holiday or vacation shall not be paid unless the teacher works the day before and the day after said holiday or vacation.) With prior notification, holiday and vacation provisions may be waived in case of emergency. No more than ten percent (10%) of the total staff shall be absent for personal business on a given day. If leaves are to be canceled because more than ten percent (10%) of total staff have given notice, cancellations shall be in reverse order of receipt. Unused business days shall be added to the accumulated sick days annually.

The sick leave and business day leave allowances for teachers hired after the beginning of the regular school year shall be reduced prorated.

3. a. A maximum of two (2) days of accumulated compensatory hours will be allowed for use without consideration of holiday language in the Agreement, for the following holidays: Thanksgiving, Christmas, Spring Break and Memorial Day. Compensatory time must be used in one-half (1/2) day increments.
- b. A maximum of ten (10) staff members may receive holiday extensions under this Agreement.



- c. A teacher will submit a written request to his/her association representative no later than six (6) months prior to the scheduled vacation he/she wishes to extend. If both spouses are employees of Delton Kellogg School District, they may submit their names together. The request shall indicate the number of days requested, as well as the desire for the planned usage. A lottery pick will be conducted by the Association leadership to determine who receives the extensions. Requests can not be rescinded after the six (6) month prior date. If a teacher is chosen and he/she later decides not to use the extension, there will not be any replacements chosen, and that individual will move to a low priority status the following year. In addition, any teacher selected for Christmas or Spring Break extensions will receive low priority status for each of those following vacations.
- d. Those individuals selected for a holiday extension will be given a low priority status for the same holiday the following year. In the event that ten (10) members of the teaching staff request an extension the following year, the previous years' recipients will not be included in that lottery.
- e. If ten (10) members of the teaching staff do not apply for any given extension, requests may be submitted up to thirty (30) days prior to the desired holiday for the remaining positions. No additional requests will be considered after the thirty (30) day deadline. Selection under this scenario will be awarded on a first come first served basis.

B. Leaves of Absence

Two types of leaves of absence may be granted by the Board—namely, leaves with pay and leaves without pay.

1. Leaves of Absence With Pay

a. CHARGEABLE against the teacher's allowance:

(1) Sick Leave

- (a) Sick leave shall be construed, herein, as absence from work due to the illness of the employee and includes teacher emergency dental and doctor appointments.
- (b) No sick leave allowance shall be granted to any employee for any period of time when he/she is on approved leave of absence for which pay is not granted by the Board.
- (c) Sick leave shall become effective after, but not including, the first full day of actual work on the contract; provided, that a returning

teacher who is absent due to personal illness at the time the contractual year begins shall receive such sick leave up to his/her prior accumulated sick leave at regular pay periods during his illness; and provided further, that newly hired and returning teachers who are absent due to personal illness at the time their contract begins shall receive sick leave pay up to ten (10) days which will be included in their first full pay check after they report for work.

- (d) Sick leave days may be used or charged on a one-half (1/2) day basis. However, a portion of a half-day will be charged as an entire half-day of leave.
  - (e) Verification, by statements from doctors or dentists, of illness or use of sick day leaves for appointments may be requested by the administration before payment for sick leave is allowed.
- (2) Illness or Accident in the Immediate Family
- (a) An employee may take up to five (5) days per year of sick leave without loss of pay for illness or disabling accident in the immediate family of the employee.
  - (b) "Immediate family" as used in this provision shall refer to the employee's spouse, children, parents, and grandparents.
- b. Leaves of absence with pay NOT CHARGEABLE against the teacher's allowance shall be granted for the following reasons:
- (1) A leave of absence may be granted a teacher called for jury service. The School shall pay an amount equal to the difference between the teacher's daily salary and the daily jury fee paid by the court (not including travel allowances or reimbursement of expenses) for each day on which he/she otherwise would have been scheduled to work provided the School is notified promptly of pending jury duty and the School retains the right to request that the teacher be excused from jury duty. The teacher shall return to his/her duties whenever his/her attendance in Court is not actually required.
  - (2) Court appearance as a witness or when subpoenaed in any case connected with the teacher's employment or the School.
  - (3) Approved visitation at other schools or for attending education conferences or conventions as requested by the School.
  - (4) Time necessary to take the selective service physical examination.



- (5) Up to a maximum of three (3) days leave without loss of pay may be allowed on the occasion of a death in the immediate family, four (4) days if out of state. Immediate family shall be defined as grandparents, mother, father, spouse, children, step-children, mother and father of current spouse, brothers and sisters of employee and current spouse.
- (6) A teacher who has completed seven (7) years of teaching in Delton Kellogg Schools may be granted a sabbatical leave of absence for one (1) semester or for one (1) year for the purpose of study to improve the teacher's ability to teach. During said sabbatical leave, the teacher shall be considered to be in the employ of Delton Kellogg Schools, shall have a contract, and shall be paid one-half (1/2) of his/her full salary and insurance benefits. While on sabbatical leave, seniority shall accrue. Upon return from leave, the teacher shall be assigned and placed on the salary schedule as the teacher would have been had he/she taught in the District during the sabbatical period. A teacher who is granted a sabbatical leave further agrees to return to the Delton Kellogg Schools for two (2) years following such leave. A teacher, who has taken such leave and does not comply with the above, shall reimburse all costs to the School during such leave.

2. Leaves of Absence Without Pay

Any teacher who is working under contract with the Delton Kellogg Schools, upon written application to the Superintendent of Schools, may request a leave of absence without pay. No leave of absence will be granted without the approval of the Board of Education. Leave of absence may be granted for the following reasons:

- a. Ill Health - Requests for leaves of absence for ill health must be accompanied by a statement from the attending physician recommending that the employee be granted such leave of absence. A request for return from leave because of ill health must be accompanied by a physician's statement indicating that the employee has been examined by the physician and that he/she is able to resume his/her regular duties with the Board of Education.

The School reserves the right to require the employee to be examined by a doctor of the School's choice. In the event the employee's and the School's respective doctors disagree, the doctors will select a third doctor for final determination of the employee's fitness to return to work.

- b. Illness in Immediate Family - Members of the employee's immediate family shall be defined in Section B, (2), (b). No sick leave time may be used during such a leave.

- c. Maternity Leave - A maternity leave of absence shall be granted a teacher for the purpose of childbearing, child rearing, or child adoption. A teacher who is pregnant shall be entitled, upon request, to a leave to begin at any time between the commencement of pregnancy and one (1) year after the child is born. Such leave shall be granted without pay or increment for a period not to exceed one (1) year unless recommended otherwise by the attending physician. The teacher shall notify the Superintendent, in writing, of the desire to take such a leave. The letter requesting the leave shall also include the date of expected return and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which the leave is to begin. The physician's or adoption agency's statement shall be included with the leave request. A teacher who is pregnant may continue in active employment as late into her pregnancy as she desires provided she is able to properly perform her required functions. All or any portion of a leave taken by a teacher because of a medical disability connected with or resulting from her pregnancy may, at the teacher's option, be charged to her available sick leave.
- d. Military Leave - All employees shall be granted a leave of absence without pay for the purpose of enlistment, conscription, or recall to active service in the military forces of the United States. Experience credit on the salary schedule shall continue to accrue during the leave for military service on a year-to-year basis, not to exceed two (2) years.
- e. Advanced or Additional Study - A teacher may be granted a leave of absence without pay for the purpose of study to meet eligibility requirements for an educational certificate other than that held by the teacher.
- f. ACTION - Leave of absence will be granted for up to two (2) years to any teacher who joins ACTION as a full-time participant in such program. Such period so served shall be treated as time taught for purpose of the salary schedule.
- g. Public Office - A teacher may be granted a leave of absence without pay for the purpose of campaigning for a public office. This leave shall be for a period of not more nor less than one (1) year.
- h. Association Office - A teacher may be granted a leave of absence without pay for the purpose of serving and performing his/her elected duties as an elected officer in the local, state, or national association. Such leave is to be for the term of office.
- i. Job Saving - The Board agrees to grant a leave of absence to any teacher who applies, providing such leave will prevent another teacher from being laid off.

3. Duration of Leave of Absence

- a. Leaves of absence may be requested and may be granted for a period of time not to exceed one (1) year and such leaves are to be applied for at least thirty (30) days prior to the date on which the leave is to begin, except in case of emergency. Extension of a leave for one (1) additional school year may be granted in unusual circumstances by the Board of Education upon written request by the employee not later than two (2) months prior to the termination date of the original leave.
- b. Whenever possible, leaves of absence will commence and terminate at the start of the school year or semester.

4. Return From Leave of Absence

- a. An employee wishing to return to the Delton Kellogg Schools from a leave of absence must notify the Superintendent in writing of this intent at least thirty (30) days prior to the termination date of the leave.
- b. After a request to return from leave, the teacher shall be assigned to the same position assigned prior to leave, provided such a position is still in existence. By mutual agreement, the teacher shall be returned to a like or similar position.
- c. Those teachers on an unpaid leave of absence for more than six (6) weeks during a semester will not receive credit for that semester unless specifically granted under the leave provisions of this Agreement.

C. Workers' Compensation

Any teacher who is absent because of an injury compensable under the Michigan Workers' Compensation law, excluding any compensable injury resulting from other employment, and while receiving workers' compensation from the School shall receive the difference between the allowance under the workers' compensation law and his/her regular salary not to exceed the balance of the teacher's contract year. No sick leave deductions will be made for compensable injuries. The School Board agrees that these differential payments are not to be utilized as an offset pursuant to Section 354 of the Workers' Compensation Act against any worker's compensation benefits due a teacher.

## 9 LAYOFFS

- A. In the event of a need to lay off due to a decreased student enrollment or shortage of revenue, the Board will not lay off teachers with valid contracts during the school year. Reductions will be effectuated at the start of the following new school year and the order of such reduction will be as follows:

1. Probationary teachers shall be laid off first by using the following criteria:
  - a. Certification
  - b. Qualification
  - c. Seniority
2. Tenured teachers shall be laid off next by using the criteria in 1. above.
3. For purpose of Section A, the following definitions shall apply:
  - a. Certification - As approved by the Department of Education of the State of Michigan.
  - b. Qualifications -
    - Grades 9 through 12: Must meet the standards established by the University of Michigan Accreditation Service and the North Central Association.
    - Grades 7 and 8: Major or Minor in the subject(s), or one (1) year of teaching experience in the subject area.
    - Grades K through 6, Special Subjects (Art, Music, Phys. Ed.): Major or Minor in the special subject area.
  - c. Seniority - Is the length of service within the bargaining unit from the last date of hire. Teachers working less than full-time for a full school year shall have their seniority pro-rated.
- B. If for any reason the Board determines a reduction of staff for the school year is necessary, it shall consult with the Association to receive recommendations regarding priority areas.
- C. In the event it becomes necessary to reduce the number of teachers through layoff of employment or to reduce the number of teachers in a given subject area, field, or program or eliminate or consolidate positions, the Board shall determine the order of layoff provided, however, such action shall not be contrary to Section A. The Board shall give notice of layoff to the individual involved by July 1.
- D. Changes in certification after the effective date of an employee's layoff shall only be effective in recall to vacancies for which the teacher is certified and qualified. Since layoffs are not effectuated until the fall, all teachers subject to layoff for the following school year shall not lose their fringe benefits or salary over the summer months afforded them under this Agreement and individual or supplemental employment contracts.
- E. Any teacher on layoff shall be recalled in inverse order of layoff provided he/she is certified and qualified for the vacancy. No new teachers shall be employed by the Board while there are teachers of the District who are laid off unless there are no laid off teachers with proper certification and qualification to fill any vacancy which may arise.

- F. The Board shall give written notice of recall from layoff by sending a registered or certified letter to said teacher at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notice to the teacher. If the teacher fails to report to work on the date set forth on the notice of recall, or if the date for resuming work is more than fifteen (15) days from the date of the notice of recall and the teacher within ten (10) days from the giving of the notice shall have failed to confirm in writing the availability of the teacher for employment, the teacher shall be considered a voluntary quit, unless an extension shall have been granted by the Board in writing, and the obligation of the Board to re-employ the teacher shall terminate.
- G. Teachers shall not accrue additional sick leave days or advance on the salary schedule during layoff nor will they lose sick days or years of experience on the salary schedule acquired prior to layoff.
- H. A teacher, who is laid off under the provisions of this Article and is paid unemployment compensation benefits (associated with his/her regular teaching assignment) during the summer immediately following layoff and is subsequently recalled to a teaching position at the beginning of the next school year, will be paid according to an annual salary rate such that his/her unemployment compensation plus that annual salary rate will be equal to the rate of salary he/she would have earned for the school year had he/she not been laid off, subject to the following conditions:
  - 1. The teacher is recalled for the full year to a position at least equal to the position he/she was laid off from.
  - 2. The teacher may voluntarily agree to repay the amount of unemployment compensation received, in which case there would be no reduction of salary.
- I. Teachers who have been on layoff for more than two (2) years shall no longer be eligible for recall.

## 10 MISCELLANEOUS PROVISIONS

- A. Each teacher shall be furnished a telephone number to call to report unavailability for work. A teacher shall report such unavailability before 6:45 a.m. unless the reason for such unavailability shall arise after such time or extenuating circumstances shall make it impossible for the teacher to follow such procedure.
- B. The Association will be notified and will have the opportunity to consult with the School with respect to contemplated millage increases.

- C. The School will, upon written request of the President of the Association, provide public information pertinent to collective bargaining. The request will state in writing the purpose for which information is intended.
- D. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contract heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.
- E. Copies of the Agreement will be printed, with the expense shared equally by the Board and the Association, and presented to all teachers now employed or hereafter employed by the School while this contract is in effect.
- F. If any provision of this Agreement 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.
- G. Agency Shop

- 1. Financial Responsibility

Membership in the Association is separate and distinct from the assumption by a teacher of his/her equal obligation to compensate the Association for the benefits he/she receives from representation. The terms of this Agreement have been equally made for all of the teachers in the bargaining unit and not solely for the benefit of the members of the Association. Accordingly, it is agreed that it is fair that each teacher in the bargaining unit pay equally for benefits received and that each assumes his/her fair share of the cost of representation.

- 2. Agency Service Fee

Each teacher, as a condition of continued employment, shall authorize the deduction of membership dues or assessments of the Association from his/her salary, or, if he/she shall not be a member of the Association, shall authorize the deduction of an agency service fee equal to the professional dues of the Association. If during the term of this Agreement it shall be determined by a court of competent jurisdiction that the foregoing amount is unlawful, the amount shall be modified to such amounts as shall be lawful.

- 3. Check-Off Procedure

Each teacher shall authorize in writing the deduction of Association dues, or the agency service fee, as the case may be, within thirty (30) days following the beginning of the school year. Teacher authorizations for the deduction of Association dues, or



for the payment of the agency service fee, shall identify the teacher, the amount of each deduction, the period for which deductions are to be made, and be signed by such teacher. The Board shall deduct the authorized amount due from each teacher's pay and transmit the total deductions to the Treasurer of the Association within fifteen (15) days following such deduction together with a listing of each teacher for whom deductions were made. The Board shall use its best efforts to make the aforesaid deductions in the manner set forth but assumes no responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment, the Association agrees to refund moneys within twenty (20) days.

4. Non-Discrimination

The Association agrees that it will not discriminate against any teacher in the bargaining unit by reason of sex, race, religion, marital status, age or national origin and that any teacher who has paid an agency service fee shall be entitled to participate in all of the activities of the Association relating to the negotiation and administration of the collective bargaining agreement to the same extent as any other teacher.

5. Employment Termination

If a teacher shall fail to join the Association or to designate the Association as his/her agent and to pay the sum hereinbefore set forth, such failure shall constitute reasonable and just cause for the discharge of the teacher at the end of such semester that the failure to pay the dues or service fee occurred, provided that the Association shall have given written notice of such fact to the Board not less than sixty (60) days prior to the expiration of such semester.

6. Application and Indemnification

In the interpretation and the application of the provision herein set forth, the Association assumes full responsibility for the validity and legality of the provisions herein set forth. The Association, by the execution of this Section, expressly agrees to indemnify and save the Board harmless from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of the demands made by the Association that a teacher be discharged because of the provisions herein set forth, subject however, to the following conditions:

- a. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
- b. The Association, after consideration with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of this Section or defense which may be assessed against the Board by any court or tribunal.

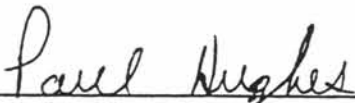
- c. The Association has the right to choose the legal counsel to defend any said suit or action.
- d. The Association shall have the right to compromise or settle any claim made against the Board under this section.

If the Association elects to exercise its rights as set forth in a., b., c., and d., above, the Board shall have the right to require the Association to post a bond in an amount which in its judgment is sufficient to defray the costs of defending any action or appealing a decision of any court or tribunal, including damages imposed on the Board by such court or tribunal as well as reasonable attorney fees.

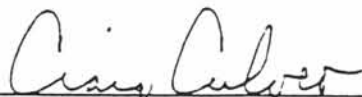
## 11 DURATION OF AGREEMENT

This Agreement shall be in effect July 1, 1997, and remain in effect until the 25th day of August, 2001. Upon written notice to the other party, no earlier than April 1, 2001, either party may request the opening of negotiations for a successor agreement.

DELTON KELLOGG SCHOOL DISTRICT, Counties of Barry and Allegan, Michigan  
Paul Hughes, Board President  
Sally A. Adams, Board Secretary

  
\_\_\_\_\_  
Paul Hughes, Board President

DELTON KELLOGG EDUCATION ASSOCIATION/SOUTH CENTRAL UNIFIED  
BARGAINING ASSOCIATION, MEA/NEA  
Thomas E. Chisholm, SCUBA President  
Craig Culver, DKEA President

  
\_\_\_\_\_  
Craig Culver, DKEA President



## APPENDIX A

### Delton Kellogg Schools 1997-98 Calendar

Thursday	Aug	21	Staff - All Day	TD	SD
Friday	Aug	22	Staff Only		
Monday	Aug	25	Opening Day - Students AM/Staff All Day	06	04
Friday	Aug	29	NO SCHOOL		
Monday	Sep	01	NO SCHOOL - Labor Day		
Tuesday	Sep	02	School Resumes		
Monday	Sep	15	Students AM Only/Teachers 4:10 PM	21	21
Monday	Oct	20	Students Dismissed 2:00 PM/Teachers 4:10 PM		
Tuesday	Oct	28	Students All Day		
			Grades 5-8 P/T Conferences, 5:00-8:00 PM		
Wednesday	Oct	29	Students AM Only		
			Grades K-6 Teacher Planning 1-4 PM		
			Grades 7-12 P/T Conferences 1-4 PM		
			Grades K-12 P/T Conferences 5-8 PM		
Thursday	Oct	30	Students AM Only		
			Grades K-12 P/T Conferences 1-4 PM		
			Grades K-4 and 9-12 P/T Conferences 5-8 PM		
Friday	Oct	31	NO SCHOOL	23	22
Monday	Nov	10	Students Dismissed 2:00 PM/Teachers 4:10 PM		
Wednesday	Nov	26	Students/Staff AM Only - Thanksgiving Holiday	18	18
Monday	Dec	01	School Resumes		
Monday	Dec	08	Students Dismissed 2:00 PM/Teachers 4:10 PM		
Friday	Dec	19	Christmas Vacation - End of Day	15	15
Monday	Jan	05	School Resumes		
Monday	Jan	12	Students Dismissed 2:00 PM/Teachers 4:10 PM		
Friday	Jan	16	End of First Semester - Students AM Only	10	10
Monday	Jan	19	Start Second Semester	10	10
Monday	Feb	09	Students AM Only/Teachers 4:10 PM	20	20
Tuesday	Mar	03	Students All Day		
			Grades K-4 P/T Conferences, 5:00-8:00 PM		
Wednesday	Mar	04	Students AM Only		
			Grades K-6 Teacher Planning 1-4 PM		
			Grades 7-12 Teacher In-Service		
			Grades K-12 P/T Conferences 5-8 PM		
Thursday	Mar	05	Students AM Only		
			Grades K-12 P/T Conferences 1-4 PM		
			Grades 5-12 P/T Conferences 5-8 PM		
Friday	Mar	06	NO SCHOOL		
Monday	Mar	23	Students Dismissed 2:00 PM/Teachers 4:10 PM		
Friday	Mar	27	Spring Break/End of Day	20	19
Monday	Apr	06	School Resumes		
Friday	Apr	10	NO SCHOOL - Good Friday		
Monday	Apr	13	Students Dismissed 2:00 PM/Teachers 4:10 PM	18	18
Monday	May	04	Students Dismissed 2:00 PM/Teachers 4:10 PM		
Monday	May	18	Students AM Only/Teachers 4:10 PM		
Monday	May	25	NO SCHOOL - Memorial Day	20	20
Thursday	Jun	04	Last Day of School - Students AM Only	<u>04</u>	<u>04</u>
				185	181

## SCHEDULE A

### Basic Compensation

#### Section 1: Basic Compensation Schedule

#### 1996-97

<u>STEP</u>	<u>Bachelor's</u>	<u>Master's</u>	<u>Specialist's</u>
1	27,542	29,373	31,331
2	28,676	30,587	32,626
3	29,821	31,807	33,936
4	31,241	33,333	35,566
5	32,667	34,856	37,198
6	34,105	36,393	38,840
7	35,822	38,233	40,811
8	37,559	40,087	42,795
9	39,293	41,947	44,784
10	41,315	44,110	47,101
11	43,353	46,294	49,436
12	45,249	48,314	51,602

#### 1997-98

Each step of the 1997-98 schedule shall be increased by the cost-of-living adjustment based on the June 1997 increase over the June 1996 Revised Consumer Price Index (all items) for Urban Wage Earners and Clerical Workers, US Cities, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, such increase shall be minimum of three percent (3%) and a maximum of five percent (5%). In addition, a per diem amount for the one (1) additional day shall be added.

<u>STEP</u>	<u>Bachelor's</u>	<u>Master's</u>	<u>Specialist's</u>
1	28,368	30,254	32,271
2	29,536	31,505	33,605
3	30,716	32,761	34,954
4	32,178	34,333	36,633
5	33,647	35,902	38,314
6	35,128	37,485	40,005
7	36,897	39,380	42,035
8	38,686	41,290	44,079
9	40,472	43,205	46,128
10	42,554	45,433	48,514
11	44,654	47,683	50,919
12	46,606	49,763	53,150

**1998-99**

Each step of the 1998-99 schedule shall be increased by two and one-half percent (2.5 %) over the 1997-98 schedule.

<u>STEP</u>	<u>Bachelor's</u>	<u>Master's</u>	<u>Specialist's</u>
1	29,077	31,010	33,078
2	30,274	32,293	34,445
3	31,484	33,580	35,828
4	32,982	35,191	37,549
5	34,488	36,800	39,272
6	36,006	38,422	41,005
7	37,819	40,365	43,086
8	39,653	42,322	45,181
9	41,484	44,285	47,281
10	43,618	46,569	49,727
11	45,770	48,875	52,192
12	47,771	51,007	54,479

**1999-2000**

Each step of the 1999-2000 schedule shall be increased by two and three-quarters percent (2.75 %) over the 1998-99 schedule.

<u>STEP</u>	<u>Bachelor's</u>	<u>Master's</u>	<u>Specialist's</u>
1	29,877	31,863	33,988
2	31,107	33,181	35,392
3	32,350	34,503	36,813
4	33,889	36,159	38,582
5	35,436	37,812	40,352
6	36,996	39,479	42,133
7	38,859	41,475	44,271
8	40,743	43,486	46,423
9	42,625	45,503	48,581
10	44,817	47,850	51,094
11	47,029	50,219	53,627
12	49,085	52,410	55,977
15		54,168	

2000-01

Each step of the 2000-01 schedule shall be increased by two and three-quarters percent (2.75 %) over the 1999-2000 schedule.

<u>STEP</u>	<u>Bachelor's</u>	<u>Master's</u>	<u>Specialist's</u>
1	30,699	32,739	34,923
2	31,962	34,093	36,365
3	33,240	35,452	37,825
4	34,821	37,153	39,643
5	36,410	38,852	41,462
6	38,013	40,565	43,292
7	39,928	42,616	45,488
8	41,863	44,682	47,700
9	43,797	46,754	49,917
10	46,049	49,166	52,499
11	48,322	51,600	55,102
12	50,435	53,851	57,516
15		56,274	

Section 2: Additional Compensation

A. Longevity

At fifteen (15) years, an additional 4.5 % of the B.A., M.A. and Spec. maximum level.

At twenty (20) years, an additional 4.5 % of the fifteen (15) year's salary.

At twenty-five (25) years an additional 4.5 % of the twenty (20) year's salary.

B. Extra Hours

Each teacher shall receive additional compensation upon completion of supplementary course work in accordance with the following schedule:

BA+15 Hours    \$150.00            MA+15 Hours    \$150.00

BA+30 Hours    \$400.00            MA+30 Hours    \$400.00

C. Extended Contracts

Teachers having extended contracts beyond the 187 days shall be paid a pro-rated salary based on their salary schedule. The per diem rate for all computations shall be determined by taking 1/187 of the annual salary.

### Section 3: Adult Education

Instructors of classes offered for credit toward a high school diploma in the evening, or other times outside of regular school hours, as part of the Adult Education section of the Community School Program, shall be certified according to the regulations of the Michigan State Department of Education and shall be paid twenty dollars (\$20.00) per hour.

### Section 4: School Related Events

The following assignments will be compensated at four dollars (\$4.00) per hour with a maximum of sixteen dollars (\$16.00) per night or event:

- (1) Ticket Takers and Sellers
- (2) Bus Chaperons
- (3) Homecoming Float Sponsors
- (4) Dance Sponsors

### Section 5: Driver's Education

Instructors of Driver's Education will be compensated at a rate of twenty dollars (\$20.00) per hour. Driver's Education Range/Classroom positions, non-driving, at a rate of twelve dollars (\$12.00) per hour. In addition to normal pay, the Driver's Ed Coordinator will receive an additional two dollars (\$2.00) for each student involved in Driver's Education.

### Section 6: Concert Performances

All vocal music teachers shall be paid fifty dollars (\$50) per evening concert performance as approved by the administration.

SCHEDULE B

Fringe Benefits

Section 1: MESSA PAK

The Board shall provide without cost to the employee the following MESSA PAK for the employee and his/her entire family. If a husband and wife are both members of this bargaining unit, no more than one (1) shall elect health insurance coverage.

Plan A - For employees needing health insurance:

- MESSA Super Care I
- Delta Dental . . . . . E007 including internal coordination of benefits
- Vision . . . . . VSP3
- Negotiated Life . . . . . \$25,000 AD&D

Plan B - For employees not needing health insurance:

- Delta Dental . . . . . E007 including internal coordination of benefits
- Vision . . . . . VSP3
- Negotiated Life . . . . . \$25,000 AD&D
- MESSA/MEFSA non-taxable options . . . . .  
up to seventy-five dollars (\$75) per month. Any amounts exceeding the Board subsidy shall be payroll deducted.

The Board shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code regarding the seventy-five dollars (\$75.00) per month option in Schedule B, Section 1, Plan B.

Plan C For retired employees with a spouse in the bargaining unit, the Board will reimburse the out-of-pocket MPERS health, vision and dental premium cost if the current employee does not elect health insurance at Delton Kellogg School Board expense (Plan A).

Plan C would remain in effect as long as the out-of-pocket premium reimbursement plus Plan B for the current spouse/employee is less than the cost of Plan A.

Section 2: Duration of Coverage

- A. The Board shall make payments of insurance premiums on behalf of each teacher as set forth above for a full twelve-month period commencing October 1 and ending September 30, provided that each such teacher completes the full work year.

- B. If a teacher shall not complete the full work year, the Board's obligation to contribute insurance premiums shall terminate at the end of the calendar month in which the obligation of the Board to pay compensation expires.
  
- C. The Board will allow continued coverage of insurance under contracted group insurance plans. A teacher taking unpaid leave shall be responsible for premium payments beginning when the unpaid leave begins and for the duration of the unpaid leave, except that a teacher who:
  - 1. has completed one (1) full year of service in the District,
  - 2. is disabled from providing services by reason of personal illness or injury, and
  - 3. has exhausted his sick leave allowance

shall be eligible to have his/her hospital and medical insurance coverage, as set forth in Schedule B, Section 1, continued at Board expense for a period not to exceed one (1) calendar year.

### Section 3: Carrier Requirements

The Board's sole responsibility under Schedule B is to provide premium payments on behalf of eligible employees, as set forth above, and the coverage referenced herein are offered specifically subject to the rules and regulations of the various insurance carriers and/or underwriters.

### Section 4: Attendance Incentive

A teacher who is absent from work for not more than three (3) scheduled work days during a full school year shall receive a one-time payment equal to two (2) days pay. Such sum shall be included in the teacher's last paycheck in June.

## SCHEDULE C

### Differentials

For any position in the differential area, it shall be the sole responsibility of the School to determine the need of filling such a position based upon finances and student participation:

<u>Section 1: High School</u>	Percent
Varsity Football	12.0
Assistant Varsity Football	8.0
J.V. Football	8.0
Assistant J.V. Football	7.0
Freshman Football	7.0
Assistant Freshman Football	7.0
Football Trainer	8.0
Boys' Varsity Basketball	12.0
Boys' J. V. Basketball	8.0
Boys' 9th Grade Basketball	7.0
Boys' Varsity Track	10.0
Boys' Assistant Track	8.0
Varsity Wrestling	12.0
J. V. Wrestling	8.0
Varsity Baseball	8.0
J. V. Baseball	6.0
Golf	6.0
Cross Country	6.0
Boys' Tennis	8.0
Boys' J. V. Tennis	6.0
Girls' Varsity Volleyball	9.0
Girls' J. V. Volleyball	6.0
Girls' 9th Grade Volleyball	5.0
Girls' Varsity Basketball	12.0
Girls' J. V. Basketball	8.0
Girls' Varsity Softball	8.0
Girls' J. V. Softball	6.0
Girls' Tennis	8.0
Girls' J. V. Tennis	6.0
Girls' Track	10.0
Girls' Assistant Track	8.0
Soccer Coach	<del>6.0</del> 8.0
Cheerleading Advisor - per total season, attend all games	<del>6.0</del> 8.0
Debate/Forensics, each <i>J.V. Cheerleading 4%</i>	3.0
Newsletter Editor	5.0
Plays	6.0



Follies	8.0
Annual	5.0
Band	10.0

Department Chairpersons of an approved curriculum study committee:	
at implementation mode (1-4 years)	\$500
at evaluation mode (5th year)	3.0%
at review and revision mode (6th year)	5.0%

*H. S. Student Council Advisor (9/28/98) 4.0%*

Class Advisors - List of activities and responsibilities will be provided by the administration with the advisors receiving compensation for the fulfillment thereof:

Senior Class - 2 advisors	\$125 each
Junior Class - 2 advisors	\$100 each
Sophomore Class - 1 advisor	\$50
Freshman Class - 1 advisor	\$50

(1) Percentage should be based on years' experience in the activity and computed on the B.A. schedule. If a person is promoted to a Head High School Varsity position, all experience below the varsity level will count.

(2) All football coaches will start and end with the varsity.

Section 2: Middle School

Percent

Band Director		6.0
8th Grade Football	9 weeks	5.75
Assistant 8th Grade Football	9 weeks	5.0
Track	9 weeks	5.75
Assistant Track	9 weeks	5.0
8th Grade Basketball - A Team	9 weeks	5.75
8th Grade Basketball - B Team	9 weeks	5.0
7th Grade Basketball - A Team	9 weeks	5.75
7th Grade Basketball - B Team	9 weeks	5.0
7th & 8th Grade Wrestling	9 weeks	5.75
Assistant 7th & 8th Grade Wrestling	9 weeks	5.0
Girls' Volleyball	9 weeks	5.0
Cheerleading	9 weeks	4.0
Yearbook		1.5
Drama		3.0
Gifted and Talented (K- 12)	1 hour released time plus	3.0%
5th Grade Camp/per night		\$50
<i>MS Student Council Advisor (9/28/98)</i>		<i>3.5%</i>

(1) Percentage should be based on years' experience in the activity at Delton Kellogg on the B.A. schedule. Outside experience in the activity may be allowed not to exceed five (5) years.

- (2) The duration of time worked by all Middle School coaches shall be as determined by the Administration and shall comply with the rules and regulations of the Board of Education and the Michigan High school Athletic Association.

### Section 3:

The School reserves the right to change differentials when programs are lengthened or shortened so that the differentials paid to male and female in like sports are equitable.

### Section 4: Extra-Curricular Activities

Teacher participation in student activities for which no additional compensation is paid shall be voluntary. At the same time, the teachers recognize that their responsibility to their students and their profession requires the performance of duties that involve the expenditure of time beyond that of the normal working day, including preparation for and supervision of student activities and functions.

### Section 5: Camp Delton

Those after-school activities, with administrative approval, shall be compensated at twenty dollars (\$20.00) per hour. The activity classes shall be one (1) to one and one-half (1 1/2) hours weekly.

ALTERNATIVE EDUCATION

LETTER OF AGREEMENT

March 1, 1990

The parties agree that the two alternative education positions are to be brought into the bargaining unit effective April 1, 1990. Further that the In-House Suspension position shall be dropped from this bargaining unit and retained in the ESP bargaining unit.

The two alternative education instructors shall be placed at the third step of the salary schedule for the balance of 1989-90 and they shall receive all of the benefits and protection of the Master Agreement except as follows:

1. Their hours are not to exceed the classroom teachers' hours and shall be scheduled by their administrator with their consultation. The schedule shall include a thirty (30) minute lunch period and a planning period equal to the classroom teachers'. They shall report three (3) days before classroom teachers are scheduled to return.
2. Alternative education positions will be a separate and distinct classification from classroom teachers. Neither group will have the right to bump or replace members in the other group. The alternative education teachers will have seniority from date of hire.

FOR THE BOARD

Dean McBeth /s/  
March 1, 1990

FOR THE ASSOCIATION

Robert G. Nicholson /s/  
March 1, 1990

PRE-SCHOOL

LETTER OF AGREEMENT

The parties agree that the pre-school teaching position is to be brought into the bargaining unit effective with the 1990-91 school year.

The teacher shall be placed on the first step of the salary schedule and shall receive all of the benefits and protection of the Master Agreement except as follows:

The pre-school classification will be a separate and distinct classification from classroom teachers. Neither group will have the right to bump or replace members in the other classification.

FOR THE BOARD

Glen T. Weever /s/

September 24, 1990

FOR SCUBA/DKEA

Thomas Chisholm /s/

September 24, 1990

The parties agree that certified teachers of the high school completion program at M.C.T.I. are members of the DKEA/SCUBA bargaining unit and shall enjoy all of the rights under the Master Agreement except for the following:

1. Teachers at M.C.T.I. shall maintain their seniority at M.C.T.I. and shall have no "bumping" or bidding rights to positions within Delton Kellogg Schools. Delton Kellogg teachers shall have no "bumping" or bidding rights to positions at M.C.T.I. Should staff members from either unit be allowed to transfer to an opening in the other unit, their seniority does not transfer but remains with the leaving unit. Seniority in the transferred unit begins with the date of transfer.
2. Teachers at M.C.T.I. shall continue to work according to that institution's calendar at the salary established by the Master Agreement. M.C.T.I. employees covered by the Master Agreement shall work and be compensated for two hundred one (201) days and any days worked over two hundred one (201) shall be voluntary.

It is further agreed that teachers at M.C.T.I. shall not lose any benefits presently received which have not been discussed as a result of coming under this Master Agreement.

FOR THE BOARD

Dean McBeth

FOR THE ASSOCIATION

Jake Ypma /s/

Thomas Chisholm /s/

DATED: 4/18/94

DATED: 4/25/94

## Letter of Agreement

### Insurance Deductible Reimbursement Program

In writing the language that will extend the current Master Agreement until August 25, 2001, it was determined that it would be appropriate to remove the following language from the Agreement itself and place it into this Letter of Agreement. This Letter of Agreement will expire at the conclusion of the 1997 calendar year. The following language was originally found in Schedule B, Section 1.

The Board will reimburse eligible employees electing SuperCare I for up to \$50 per individual (maximum \$100 per family) for deductible expenses incurred for otherwise qualified claims submitted under the SuperCare I plan. The employee must submit written verification of qualified expenditures from MESSA in January (commencing in 1991 and ending in 1998). Deductible reimbursements will be issued not later than the end of February. The Board agrees to adopt a resolution or initiate such other action to establish the above referenced deductible reimbursement as bona fide medical reimbursement plan consistent with the rules and regulations of the U. S. Internal Revenue Service.

For the Board

Paul Hughes  
Board President

For the Association

Craig Culver  
DKEA President

Letter of Agreement

Retirement Incentive Program

In writing the language that will extend the current Master Agreement until August 25, 2001, it was determined that it would be appropriate to remove the following language from the Agreement itself and place it into this Letter of Agreement. This Letter of Agreement will expire at the conclusion of the 1997-98 school year. The following language was originally found in Article 7, Section D.

1. To qualify for the resignation incentive program, a teacher electing to resign must be at or above the twentieth (20th) step prior to the effective date of his or her resignation ("eligible teacher").
2. An eligible teacher electing to resign either June 30, 1995, June 30, 1996, June 30, 1997, or June 30, 1998, must, on or before April 1 of the year of retirement, notify the Superintendent in writing of his or her intent to resign.
3. A teacher electing to resign will receive a payment of \$18,000 less the cost of retirement in full, FICA in full and income taxes. The resignation incentive payment shall be made payable the last pay in June. (A teacher may split the amount over two fiscal years.)
4. This incentive ends with the 1997-98 school year.

For the Board

Paul Hughes  
Board President

For the Association

Craig Culver  
DKEA President



