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MASTER AGREEMENT

BETWEEN

KALKASKA PUBLIC SCHOOLS BOARD OF EDUCATION

AND

NORTHERN MICHIGAN EDUCATION ASSOCIATION,

MEA/NEA

AUGUST 22 , 2000 TO AUGUST 31, 2003

Kalkaska Public Schools

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

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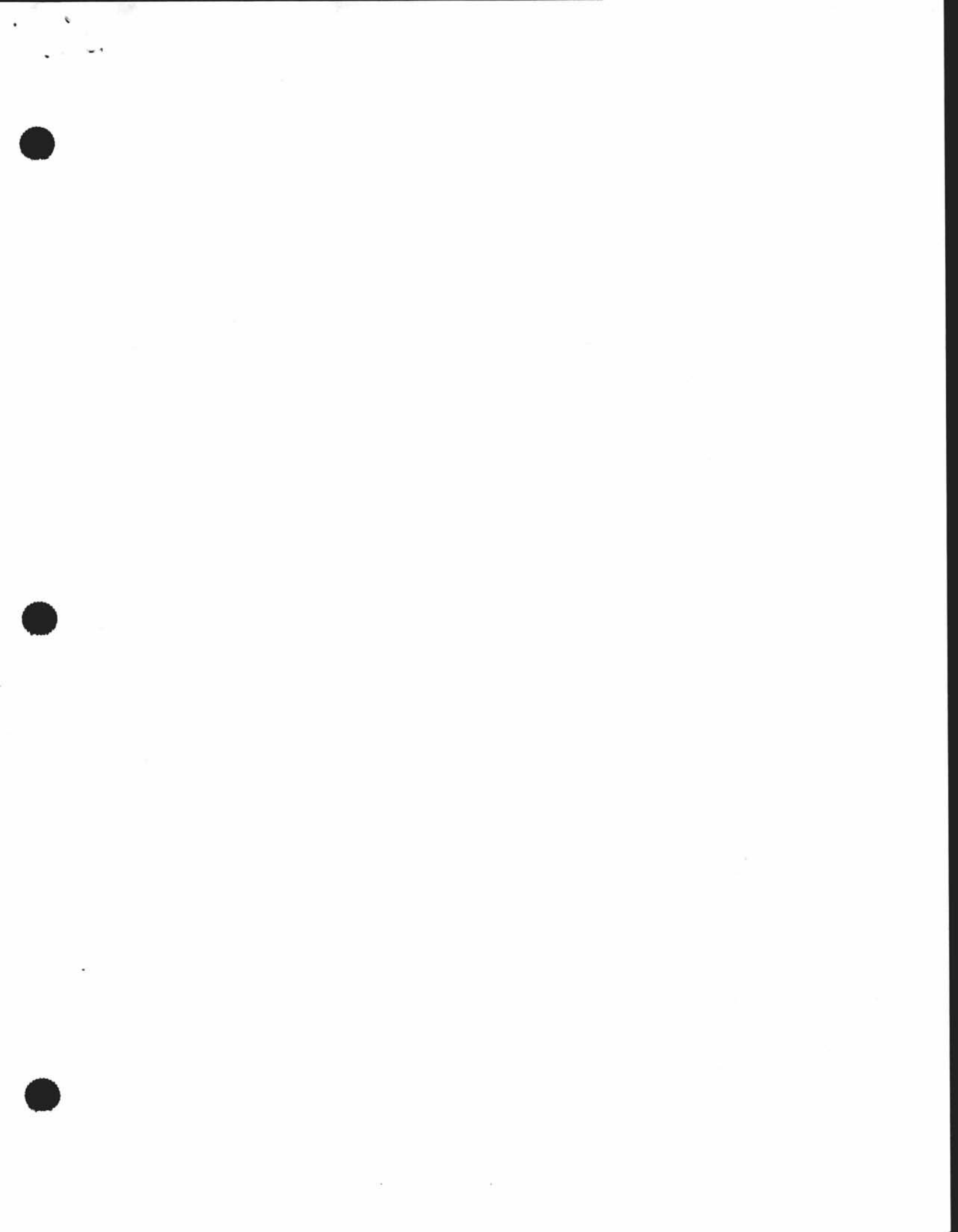
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ARTICLE 1

BASIC CONTRACTUAL PROVISIONS

1.1 Agreement

This Agreement is made and entered into this 22nd day of August, 2000, by and between the Board of Education of the Kalkaska Public Schools (hereinafter referred to as the Board), and the Northern Michigan Education Association, MEA/NEA (hereinafter referred to as the Association).

1.2 Recognition

1. The Board hereby recognizes the Northern Michigan Education Association, MEA/NEA as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all certified teaching personnel and school nurse excluding non-contractual substitute teachers, the superintendent, administrative assistant, principals, and those to be employed in the superintendent's office.
2. Unless otherwise indicated, the term "teachers" as used herein shall refer to all employees in the unit for bargaining as defined above.

1.3 Witnessed

WHEREAS, the laws of the State of Michigan permit public employees and public employers to enter into collective bargaining agreements concerning wages, hours, and other conditions of employment, and

WHEREAS, certain understandings have been reached which the Board and the Association desire to incorporate into a written collective bargaining agreement,

NOW THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

1.4 Extension of Agreement

1. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.
2. If any provisions of this Agreement, or any application of the Agreement to any teacher or group of teachers, should be found contrary to law by a court of last resort of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, or to any rule or regulation of the State Department of Education from which rule or regulation has been taken within the time provided for doing so, then said provision or application shall be deemed invalid, except

to the extent permitted by law, but all other provisions hereof shall continue in full force and effect. The Association and the Board will meet to bring this Agreement into compliance with the new ruling or regulation.

3. The parties acknowledge that during negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly, waive the right, and each agree that the other shall not be obligated to bargain collectively with regard to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.
4. No employee will be discriminated against so as to limit, segregate, or classify said person in any way that tends to deprive any individual of employment opportunities or adversely affect their employment status (firing, compensation, terms, conditions) because of their race, color, religion, sex, national origin, marital status, or membership in, or association with the activities of the Association.

1.5 Duration of Agreement

1. This Agreement shall be effective as of August 22, 2000 and shall continue in effect until August 31, 2003.
2. The parties further agree that prior to the contract expiration date, either party may, upon written notice, open negotiations on the successor agreement.
3. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

1.6 Association Rights

1. The Association shall have the right to use school facilities and equipment in accordance with existing Board Policy.
2. State and National Association officials who are not employees of the local school district shall not be permitted to visit school premises during regularly scheduled school hours, except upon invitation or notification of administration.
3. Association business shall not be conducted during the regular class hours.
4. The Association shall be provided adequate bulletin board space in a place readily accessible to teachers in each school building for the posting of notices and other materials relating to Association activities. All materials posted shall relate to official business of the Association.

5. The Board shall cause to be sent to the Association President a copy of the agenda, minutes and material relating to the minutes for each of its meetings, at the same time said copies are sent to the Board members.
6. The Association President will be allotted one hour released time per day for Association business. This hour will, when applicable, be annexed to a conference period and/or lunch period. In the event the release hour cannot be granted, the Association President shall be compensated at the Advanced Placement rate for the loss of the President's preparative period.

1.7 Rights of the Board

1. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
 - A. To the executive management and administrative control of the school system and its properties and facilities.
 - B. To hire all employees and subject to the provision of law, to determine their qualification.
 - C. Establish grades and courses of instruction, including special programs, provide for athletic, recreational and social events for the students, all as deemed necessary or advisable.
 - D. Decide upon the means and methods of instruction, and selection of textbooks and other teaching materials, and the use of the teaching aids of every kind and nature.
 - E. To determine class schedules, the hours of instruction and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to the administrative and nonteaching activities, and the terms and conditions of employment.
2. The Exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of the agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.
 - A. Upon initial employment, each employee shall provide, by certification of his/her private physician, evidence of:
 1. Such state of health that he/she is able to attend to assigned duties without undue absence during the ensuing year.
 2. Freedom from active tuberculosis and other communicable diseases.

- B. Thereafter the employee shall show evidence of his/her continued freedom from active tuberculosis by either a tuberculin skin test or a chest x-ray, and submit such evidence prior to reporting to work with the students under the rules and regulations of the Michigan Department of Health, (required by Public Act 290, Public Acts of 1966).
3. In order to provide continuing health protection for students and other school personnel, it shall be the policy of the Kalkaska Public Schools that if the employee is unable to take a Mantoux test, a TB x- ray shall be scheduled, the cost of which will be borne by the Board.
4. The Board may, at its discretion, require any teacher to submit to a physical and/or psychological or psychiatric examination at any time. Such required examination shall be paid for by the Board. A written recommendation shall be made available to the Board.

1.8 Teacher Rights

1. Acceptance of the assignment as a supervising teacher shall be voluntary. No more than one (1) extern teacher shall be assigned to any one (1) supervisor at any one time. Supervising teachers shall be tenured teachers and shall work directly with the local program coordinator to provide opportunities for the extern teachers to observe, practice, and develop the arts and skills of the profession. No supervisor shall be assigned to an extern teacher in consecutive semesters.
2. Upon request, passes shall be provided to teachers and their guests for school sports events.
3. All teacher contracts shall be in writing, and signed by officers of the Board, or an authorized agent of the Board.
4. Contracts (Appendix C) shall be issued simultaneously to all teachers within five (5) working days of the beginning of school.
5. Contracts shall be returned within ten (10) days following issue.
6. In case of a contract grievance, contracts may be held by the teachers until the grievance is settled.
7. No bargaining unit member shall be disciplined without just cause. The term "discipline" as used in this Agreement includes warnings; reprimands; suspensions with or without pay; reductions in rank, compensation, or other actions of disciplinary nature. Any such discipline shall be subject to the grievance procedure, hereinafter set forth including arbitration. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the Union no later than one working day of the time discipline is imposed.
8. A program of progressive discipline shall be followed. The following progression of disciplinary action shall be followed prior to the imposition of economic discipline on any member of the bargaining unit:

- A. A written oral warning
- B. Oral reprimand (documented in writing)
- C. Written reprimand
- D. Suspension with pay

The Board shall then adhere to the following progression: One (1) day suspension without pay; three (3) day suspension without pay. Further economic discipline may not be imposed without compliance with the steps set forth above. Any suspension without pay, having a duration of three (3) days or less, shall not affect in any manner the bargaining unit member's other contractual benefits. Where the Board seeks to impose a discipline outside the normal progression set forth herein, reasonable cause must be shown for the acceleration of the disciplinary program.

1.9 Continuity of Operations

1. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year, and the avoidance of disputes which threaten to interfere with such operations is in the best interest of both parties. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial arbitrator, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it shall not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined in Section I of the Public Employment Relations Act.
2. In any situation of severe weather, when in the opinion of the superintendent of schools, or his/her delegated representative, it is necessary to close school, teachers shall be excused from reporting to duty without loss of pay. Similarly, if all schools are closed by the superintendent after classes have commenced, because of severe weather, teachers shall be permitted to leave if they so desire, without penalty. However, in the event a school (or schools) is closed because of heating plant failure or other similar emergency, teachers shall be subject to assignment as is determined by the superintendent or his/her delegated representative.
3. When schools are open and teachers are unable to report to work because of severe inclement weather or an act of God or their health and safety are threatened by attempting to report, these teachers may be penalized one personal day for failure to report.

1.10 Association Dues or Fees and Payroll Deductions

1. All teachers following thirty (30) days after the effective date of this Agreement or thirty (30) days after the commencement of employment shall have deducted from their pay monthly either:
 - A. Membership Dues of the Association or

- B. Representation service fees of the Association, not to exceed the amount of dues uniformly required of membership of the Association, in accordance with Association established policies and procedures.

Teachers may pay Association dues or the representation service fees directly to the Association in lieu of deduction.

2. The Association shall certify to the Board at the beginning of each school year the membership list of the Association subject to deduction of membership dues and the amount of the monthly Association dues to be deducted. The Association shall also certify to the Board, as soon as the amount is known, the amount of the monthly representation service fees to be deducted. These amounts so certified and deducted shall be forwarded to the Association, provided that when a teacher objects to the proper amount of such deduction, the amount of the deduction contested shall be placed in an escrow account as required by law until a determination of the proper amount of the deduction has been determined in the appropriate administrative and/or judicial forums.
3. The Association agrees to indemnify and hold the Board, including each individual school board member and/or its agents, harmless against any and all claims, demands, costs, suits, damages, awards, judgments or other forms of liability, including but not limited to back pay damages and all court or administrative costs that may arise out of or by reason of any action taken by the Board or its agents for the purpose of complying with the terms of this article. It is specifically and expressly agreed that any payment of any demand arising hereunder shall be made directly from the Association to the demanding party and at no time shall the Board be obligated to pay out any monies for any reason associated with the provisions of this article.
4. Upon written authorization from the teacher, the Board agrees to make voluntary deductions from the salaries of teachers for mutually agreeable purposes, which shall include but not limited to:
 - A. TBA Education Credit Union: Upon written authorization by the teacher, the Board shall deduct and forward to the TBA Education Credit Union the amounts authorized.
 - B. Tax sheltered annuities: Upon written authorization by the teacher, the Board shall deduct and forward to the specified annuity plan the amount authorized. No more than ten (10) different companies, including MEA Financial Services, shall be designated for such deductions among the teaching staff. The teacher may designate one company for deduction provided there is a minimum of five (5) teachers participating in deductions for that company. Companies, for which deductions are being made as of July 1, 2000, shall be continued for deduction purposes as part of the ten (10) company limit, until there are no longer any teachers participating in the plan.

1.11 School Calendar

1. The school calendar shall consist of 180 student instruction days plus five (5) teacher work days. The last two days of each semester shall be the Exam/Record Days with students attending only ½ day.

- A. The calendar reflects three additional teacher work days to meet state requirements. Compensation for these days shall be at the teacher's daily rate.
 - B. "Snow day" make up days will be added at the end of the current calendar as needed to insure state-mandated days of student instruction.
 - C. Any reference to the term "Snow Days" in this Agreement shall mean days when student instruction is not provided because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, or health conditions as defined by the county health authorities.
2. Teachers' services for the school year are fulfilled upon the completion of contract days, when all records are completed and filed in the office of their respective principal.
 3. If the State Department of Education requires the Kalkaska School District to meet any minimal requirements of student instruction days and/or student clock hours, the Association agrees to meet all such requirements. Teachers required to work in excess of 182 days shall be compensated an additional 1/182 of his/her salary for each day in excess of 182.

4. Calendar – 2000-2001

August 21	Full Day for Staff (Half Day Set Aside for Classroom Preparation)
August 22	Full Day for Staff – Inservice Curriculum, NCA, etc.
August 23	First Full Day for Staff and Students
September 1-4	Labor Day Recess – No School
September 5	School Resumes
October 26	Parent-Teacher Conferences/Half Day Students; Full Day Staff
October 27	Half Day for Students and Staff
November 13	Regional Staff Development Day
November 23 & 24	Thanksgiving Recess
December 21	Exams – Half Day for Students
December 22	Exams – Winter Holiday Begins at Close of Half Day
January 2	School Resumes
February 19	Staff In-service - NCA/Curriculum – No School for Students
March 22	Parent-Teacher Conferences – Half Day Students; Full Day Staff
March 23	Spring Break Begins at the End of a Half Day
April 3	School Resumes
April 13	Good Friday – No School
April 27	Staff In-service – No School for Students (Trout Friday)
May 28	Memorial Day - No School
May 29 & 30*	Last Two Half Days for Students; Full Days for Staff

*Last day of school depends upon the number of weather days.

Five teacher work days are included with this calendar.

4. Calendar – 2001-2002

August 20	Full Day for Staff (Half Day Set Aside for Classroom Preparation)
August 21	Full Day for Staff – Inservice Curriculum, NCA, etc.
August 22	First Full Day for Staff and Students
August 31-September 3	Labor Day Recess – No School
September 4	School Resumes
October ?	Parent-Teacher Conferences/Half Day Students; Full Day Staff
October ?	Half Day for Students and Staff
November 19	Regional Staff Development Day
November 29 & 30	Thanksgiving Recess
December 21	Winter Holiday Begins at Close of Full Day
January 2	School Resumes
February 18	Staff In-service - NCA/Curriculum – No School for Students
March ?	Parent-Teacher Conferences
March 22	Half Day of School - Spring Break Begins
April 2	School Resumes
April 26	Staff In-service – No School for Students (Trout Friday)
May 27	Memorial Day - No School
May 28 & 29*	Last Two Half Days for Students; Full Days for Staff

*Last day of school depends upon the number of weather days.

Five teacher work days are included with this calendar.

4. Calendar – 2002-2003

August 19	Full Day for Staff (Half Day Set Aside for Classroom Preparation)
August 20	Full Day for Staff – Inservice Curriculum, NCA, etc.
August 21	First Full Day for Staff and Students
August 30-September 2	Labor Day Recess – No School
September 3	School Resumes
October ?	Parent-Teacher Conferences/Half Day Students; Full Day Staff
October ?	Half Day for Students and Staff
November 18	Regional Staff Development Day
November 28 & 29	Thanksgiving Recess
December 19	Exams – Half Day of School
December 20	Winter Holiday Begins at Close of Half Day
January 6	School Resumes
February 17	Staff In-service - NCA/Curriculum – No School for Students
March ?	Parent-Teacher Conferences
March 31	No School - Spring Break Begins
April 7	School Resumes
April 25	Staff In-service – No School for Students (Trout Friday)
May 26	Memorial Day - No School
May 29 & 30	Last Two Half Days for Students; Full Days for Staff

*Last day of school depends upon the number of weather days.

Five teacher work days are included with this calendar.

1.12 Negotiations Procedure

1. Negotiations will not be conducted during regular school hours.
2. The parties agree that fact finding and mediation sessions shall be scheduled outside of school hours whenever possible.

1.13 Definition of Seniority

1. Seniority is the length of service within the District as of the first working day.
2. Teachers shall lose seniority rights if they retire, resign, are discharged, or fail to return from an approved leave of absence within three (3) days of the scheduled date without a valid excuse.
3. An updated seniority list shall be submitted to the Association no later than October 15 of each year.
4. For teachers hired prior to July 1, 1988, the alphabetical order of the employee's last name shall determine placement on the seniority list when there is a tie as to seniority dates.

For teachers hired after July 1, 1988, when there is a tie as to seniority date, teachers shall be placed on the seniority list by ranking high to low according to the last four digits of the teachers' social security numbers.

ARTICLE 2

EMPLOYMENT RELATIONS

2.1 Hiring, Vacancies, Promotions & Transfers

1. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building or position shall be made in writing, a copy of which shall be filed with the Superintendent and a copy may be filed with the Association. The application shall set forth the reason(s) for the transfer, the school, grade or position sought, and the applicant's academic qualifications. Such request shall be renewed by the teacher once each year to assure active consideration by the Board.

Transfer is defined:

- A. In elementary - a change of grade level and/or building.
 - B. In middle school - a change of grade level or subject unless departmentalized and/or building.
 - C. In secondary - a change of subject, e.g. Math to English and/or building.
2. Involuntary transfers shall not be made except for valid administrative reasons. Such transfers shall not be for disciplinary, arbitrary or capricious reasons and shall be implemented on the basis of seniority (least senior member transferred first).
 3. The Superintendent, or his/her designated representative, shall give consideration to the preference requested, but may deny transfer if, in his/her opinion, it is in the best interest of the students, teacher and district.
 4. The Board declares its support of a policy for filling all vacancies including supervisory positions from within its own teaching staff. Whenever a vacancy arises or is anticipated, the Superintendent shall promptly post notice of same on the bulletin board in each building, for no less than ten (10) days before the position is filled, and notify the Association. Vacancies in the bargaining unit shall be filled on the basis of experience, competency, and qualifications of the applicant, length of service in the District, and other relevant factors.

Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedure, in addition to the procedures heretofore outlined, shall be followed:

- A. Teachers with specific interests in possible vacancies shall notify the administration of their interest, in writing, during the last regular week of school and shall include a summer address.
- B. Should a vacancy occur, the teachers who have expressed an interest in said position or a similar position shall be contacted by administration via certified mail to the above address and notified of the vacancy.

- C. The teachers so notified shall have the responsibility of contacting the administration indicating their interest in said position within five (5) working days after the date of mailing.
5. Promotion is the movement of a teacher to a supervisory position. The Board shall consider all qualified applicants from within or outside the District. The Board's failure to promote any teacher shall not be subject to the grievance procedure.
6. Any teacher who shall be transferred to an administrative position or to an executive position and shall later return to a teacher's status, shall be entitled to retain such seniority as he/she may have had under this Agreement prior to such transfer to supervisory or executive status.
7. Whenever new positions are created during the period of this Agreement, the Board shall establish the job and rate of pay which shall be posted. If the Association objects to this rate of pay within thirty (30) days of such posting, the parties agree to negotiate on a new pay scale.
8. Upon approval of the building principal, two teachers in the same building may exchange positions by mutual agreement without invoking the vacancy posting and/or transfer provisions of this article.

2.2 Resignations

1. A teacher shall discontinue his/her service with the Board of Education only by mutual consent after July 1st. Written notice shall be given to the Board of Education at least sixty (60) days before the start of the ensuing school year. This resignation shall be acted upon at the regular meeting of the Board of Education.
2. Article IV of the Michigan Teacher Tenure Act (Appendix A) shall apply for discharge or demotion.

2.3 Department Chairpersons

The teachers in any department in the middle school or senior high school level or elementary building shall each year select from among their numbers a department chairperson. In those departments/buildings of a school having less than five (5) members, a department chairperson shall be selected among all teachers in similar departments/buildings in the district. The department chairperson shall exercise the coordination of programs and materials and shall serve as instructional liaison between teachers of the department/building and the school administration. Such chairperson shall not be called a supervisory employee nor shall they make administrative decisions. Department chairpersons shall be compensated at their hourly rate for work done beyond the normal seven- (7) hour day when requested to do so by their building administrator.

2.4 Teacher Qualifications & Assignments

1. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a Bachelor's Degree from an accredited college or university, and a provisional, continuing or permanent certificate.

2. The employment of teachers whose certification is based on the Michigan full year permit is to be permitted only in cases of absolute necessity or where the teacher has outstanding credentials and the Association shall be so notified in each instance and the Board shall indicate the extent to which it has endeavored to fill the position with a fully qualified certificated person. No person whose certificate is based on the Michigan full year permit shall be employed in a regular full-time position for more than two (2) consecutive years.
3. Once hired, it is the responsibility of the teacher to see that he/she continues to be properly certified, and meets all qualifications of his/her position. The state code governing certification shall govern. It is the responsibility of the teacher to provide the Board with an original of his/her certificate properly executed including all valid endorsements. Determinations of certification and qualifications shall be based upon the documentation on file with the Board at the time the decision is made.
4. Teachers shall not be assigned outside the scope of their teaching certificates except temporarily and for good cause, and the Association shall be notified in each instance, along with written statement or reasons for such assignment. Temporary shall be defined for the purpose of this Article as not to extend beyond the end of the school year.
5. The administration agrees to provide teachers with tentative teaching assignments on or before June 15th of each school year with the expressed understanding that such schedules shall probably have to be revised by August 15th. Once final schedules are made known at said later date, there will be no change in such assignments until the teacher affected is notified and consulted with in advance. Provided, however, all teachers shall notify the school district of a summer address at which they can be located, and if a certified letter to the teacher is not answered within ten (10) days, within the continental United States, the administrators of the district can make changes in assignments.
6. Teachers who shall be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the middle and secondary grades shall be notified by the district in accordance with paragraph 2.4.5. Such changes shall be on a voluntary or temporary basis as much as possible.
7. Any assignments in addition to the normal teaching schedule during the regular school year, including extra duties enumerated in an attached Appendix, the summer school courses, shall not be obligatory but shall be with the consent of the teacher. Consideration in making such assignments shall be given to those teachers already in said positions and then to tenure teachers regularly employed in the District.

2.5 Teacher Evaluation

1. The formal evaluation report of tenure teachers shall be the responsibility of the administration.
2. All tenure teachers shall be evaluated at least every three years. The evaluator shall meet with all teachers to be evaluated within 30 days of the start of school to explain the evaluation form, time lines, and expectations.

3. All tenure teachers shall be evaluated on the classroom teaching process by using at least thirty (30) minutes of classroom observation.

The parties agree that the teacher evaluation procedure shall provide for informal opportunities for the building principal to record the teaching performance at other times in addition to the formal classroom observation. Discussion of informal observations shall be held within ten (10) days, otherwise the informal observations may not be used as a part of the teacher's evaluation.

4. The evaluation report shall contain positive comments, constructive criticism and suggestions for improvement if applicable. If an administrator believes a teacher is deficient or there is an unsatisfactory performance of assigned duties, the reasons therefore shall be set forth in specific terms as shall the specific ways in which the teacher is to improve. The evaluation report may include the assistance to be given by the administrator and other staff members.
5. The administrator shall hold a conference with each teacher prior to submission of the written evaluation to the Superintendent. The teacher is to receive a copy of the evaluation prior to the submission to the Superintendent.
6. Both parties recognize that teachers may engage in legitimate Association activities which shall not be considered in any evaluation.
7. A teacher who disagrees with an evaluation or recommendation may submit a written response which shall be attached to the file copy of the evaluation or recommendation in question.

2.6 Probationary Teacher Evaluation and Mentor Teacher

1. The parties agree that it is the duty of the Administration to evaluate probationary teachers under a procedure which will provide to the probationary teacher a statement of goals for each year of probationary service, identify observed areas of concern, and provide appropriate and specific techniques and/or resources for the improvement of performance.
2. Teachers shall be evaluated by a principal, assistant principal or an administrator who has successfully completed a teacher evaluation course. Where the evaluation process discloses unsatisfactory performance, the administration, after consultation with the Association and teacher, may select another administrator to observe and evaluate the teacher's performance. The administrator selected shall have input into the year end evaluation.
3. Pursuant to Section 1526 of the School Code of 1976, each probationary teacher must be assigned a Mentor Teacher who shall serve as a Mentor to the probationary teacher. For each probationary teacher, a Mentor Teacher shall be appointed by the Administration with the approval of the Association.
 - A. The Mentor Teacher selected shall consent to the appointment. The appointment shall continue throughout the teacher's probationary service with the school district. Either teacher may request a new Mentor be selected at the conclusion of each school year.

- B. The Mentor Teacher shall assist the probationary teacher during the term of the appointment. The Mentor Teacher's role shall be formative, he/she shall not be required to provide any information or criticism of the probationary teacher's performance. The Mentor shall not testify in a proceeding regarding the quality of service provided by the probationary teacher.
4. Within twenty (20) school days of the start of school or the date the teacher began employment, if the teacher is employed after the start of the school year, the Administration shall meet with the teacher and Mentor or a representative of the Association to prepare the teacher's Individualized Development Plan (IDP). The IDP shall set forth with specificity the goals to be met by the teacher during the school year and the actions to be taken by the teacher in reaching those goals. The goals and the actions to be followed by the teacher must be consistent with the criteria for evaluation contained in the probationary teacher evaluation form set forth in Appendix F of this Agreement and the existing evaluation criteria. The goals and the actions required shall be finalized in written form and signed by the administrator and teacher. As provided for in Section 1526 of the School Code of 1976, the IDP shall include participation in a minimum of fifteen (15) days of in service and/or other similar type training programs (including programs offered by university-linked professional development schools and/or regional seminars). The district shall pay all costs incurred and provide release time without loss of pay to the teacher to attend the training.
5. The administrator shall conduct the observation/evaluation procedure each school year of the probationary period in the following manner:
- A. Probationary Teachers shall be evaluated twice during the school year, the first evaluation concluding with a written evaluation provided to the teacher ten (10) school days prior to the last school day of the first semester. The second evaluation shall conclude with a written evaluation provided to the teacher fifteen (15) school days prior to the last school day of the second semester.
- B. Each evaluation shall be preceded by two classroom observations. Observations shall be a minimum of 45 minutes or one class period, whichever is longer. The approximate dates for the observations shall be scheduled during the IDP conference as provided for in paragraph 2.6.4 and shall be no less than 60 school days apart. Each semester there will be one formal and one informal observation.
- C. Prior to any observation, the administrator shall review the lesson plans of the teacher and notify the teacher of the time period during which the observation shall take place.
- D. Within five (5) school days of the observation, the administrator shall prepare and submit to the teacher at a post observation conference a written summary of the observation. The summary shall set forth those criteria observed and found acceptable. Criteria not addressed shall be considered to have been found satisfactory. For those areas of performance where concerns are noted or improvements are required, the summary shall list the concerns or improvements and set forth specific recommendations for improvements. A timeline for improvement shall be established and the administrator shall

provide appropriate resources necessary to implement the recommendations presented.

- E. The observation process shall conclude with a written evaluation. Areas of performance where concerns are shown or improvement required shall be set forth in writing, a timeline established and specific recommendations for improvement provided. Goals accomplished and new goals established shall be designated. The evaluation will conclude with a determination that the services provided were satisfactory or unsatisfactory.
6. The District's determinations regarding the achievement of specific goals of the IDP shall be subject to the grievance procedure up to and including arbitration.
7. The parties acknowledge and agree that this provision is consistent with the rights provided probationary teachers under the Tenure Act and is drafted in conformity thereto. The rights and remedies provided by this Article are in addition and supplemental to the rights and remedies provided by the Act.

2.7 Personnel Files and Records

1. Each teacher shall have the right, upon request, to review his/her personnel file and to respond to anything therein and said response shall be attached to the item in question and shall become part of the teacher's file.
2. Any material placed in the teacher's personnel file which is relied on for disciplinary action must be furnished to the teacher, allowing the teacher an opportunity to file a response thereto, and said response shall become part of said file.
3. In considering disciplinary action against any teacher, the Board shall not take into account any prior disciplinary action if it occurred more than three (3) years prior to such consideration. All disciplinary material allowable under MCL 380.1230b that being Public Act 189 of 1996 placed in a teacher's file shall be removed from his/her file after three (3) years.

2.8 Reductions in Personnel, Seniority and Recall

1. In the event a reduction in staff is necessary due to a decrease in students, educational revisions, or budgetary or financial consideration, the following shall be applied:
 - A. The criteria used to identify those teachers who will be laid off shall be, in order of priority:
 1. Seniority (See Section 1.13)
 2. Certification and qualification (Qualification shall be defined as meeting the requirements of the appropriate accreditation agency, i.e. North Central Association.)
 3. Teaching experience:

a. K - 8

b. 7 - 12

- B. Should a position be eliminated, the affected teacher shall have the right to "bump" the teacher with the least seniority in an area for which he/she is certified and qualified. In order to "bump" into a position, the teacher must be certified and qualified for the position as it exists. The district is not obligated to restructure teaching positions.
- C. Prior to initiating any layoffs, the district shall send letters to all teaching staff, soliciting "volunteer" layoffs from anyone in areas which are affected by program cuts.
- D. Inasmuch as possible, normal attrition shall be used. That is, teachers who resign shall not be replaced, or the position shall be filled from within the District, first by those persons laid off or slated for layoff who are certified and qualified, and then from others within the District if there are qualified teachers available in the District.
- E. Persons affected by elimination of positions or "bumping" shall be notified in person or by certified mail and shall be given five (5) working days from receipt of notification to indicate their desire to exercise their rights to any other position. Such indications shall be made in writing.
- F. Teachers who are laid off shall be called back in reverse order of layoff to fill openings as they arise and as the teacher is certified and qualified. When a teacher is notified of a comparable opening, he/she shall have five (5) working days from the receipt of notification to indicate his/her desire to accept the position. Failure to accept an available opening within five (5) days of notification shall result in loss of all seniority rights. (Reference 38.105.)
- G. Tenured Association Representatives, by virtue of their position, shall be placed at the top of the seniority list while holding office.

The District agrees to use the Association's definition of the term "Association Representatives" when applying this Article, but the Association agrees to indemnify and save the Board of Education, including each individual school board member and all authorized agents of the Board, harmless against any and all claims, demands, costs, suits, or any other form of liability (including back pay and all court or administrative agency costs) that may arise out of or by reason of, action taken or not taken by the Board for the purpose of complying with this Article. The Association shall have exclusive right and responsibility to select any legal counsel.

Super seniority will be granted only to the Association President, Grievance Chair, Building Representatives, and Negotiating Team (4 maximum).

- H. Once individual contracts are signed by the staff in the fall of the school year, no layoffs will take place for the rest of the school year unless there is an unexpected, unanticipated, severe financial crisis.

2.9 Commitment to In-Service Education and Conferences

1. The Board of Education shall encourage teachers to actively participate in relevant professional conferences with no loss of pay. The Board of Education further agrees to fully reimburse the tuition costs for college courses requested by the Board.
2. Reimbursement shall be made for expense for professional conferences in the teacher's subject field and to the Michigan Department of Education Curriculum meetings, at the following rates:
 - A. Actual railroad, plane or bus fare. Private car expenses, to conform to the approved IRS rate.
 - B. Meals not to exceed fifteen dollars (\$15.00) per day except when specially reserved meals may exceed this amount. Reasonable extra expense will be allowed with receipts.
 - C. Lodging expenses will be paid upon presentation of receipts.
 - D. Teachers shall suffer no loss of pay attending authorized meetings for the improvement of education.
 - E. Requests for permission to attend professional meetings shall be approved by the principal and superintendent of schools, at least two (2) weeks prior to the meeting.
 - F. A report shall be submitted in writing, on the activities of the conferences, with recommendations, if any, for use in the Kalkaska Public Schools.
 - G. Teachers may be called upon to make an oral report to the Association and/or the Board of Education.
 - H. An itemized statement of expenditures must be presented within five (5) days following the close of the meeting.
3. In the event that the Board of Education decides to reinstate the traditional District and/or building curriculum/accreditation half-day student schedule, teachers shall have one hour for lunch and the total workday shall not exceed seven and one-half (7 ½) continuous hours.

2.10 Classroom Paraprofessionals

1. Classroom paraprofessionals shall be secured by the administration as conditions require.
2. Paraprofessionals shall be assigned by the principal and be directly under his/her supervision.

ARTICLE 3

TEACHING CONDITIONS

3.1 Academic Freedom

1. 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 the respect for the Constitution and Bill of Rights, and to instill appreciation of the values of individual personalities. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.
2. Academic freedom shall be guaranteed to teachers, insofar as practicable, given due consideration to the composition of student groups, student maturity, and standards of the community as relating to the subject matter.

Freedom of individual expression shall be encouraged and fair procedures shall be developed to safeguard the legitimate interests of the school and to exhibit by appropriate examples, the basic objectives of a democratic society.

3. Teachers shall have all reasonable freedom in the implementation of the curriculum, including the right to select reasonable materials and to determine the class needs as they relate to the curriculum. However, this does not exclude the right and obligation of the Principal to question, consult and direct whenever necessary. Individual teachers shall secure approval prior to initiating a controversial topic, speaker, or materials. Any objection to use shall be forwarded to the teacher, in writing, by the Principal.

3.2 Student Discipline and Teacher Protection

Any dispute concerning a student, parent, and teacher, involving a previous decision or action taken by the teacher shall be discussed privately between the teacher and the administrator. Prior to the administrator taking action, a signed complaint must have been filed with the administrator by the complainant.

3.3 Instructional Materials

1. Teaching Conditions: The Board agrees to keep the schools and classrooms equipped and maintained as funds permit. The Board recognizes that appropriate texts, library facilities, maps and globes, computers and multi-media equipment, laboratory equipment and materials are the tools of the teaching profession.
2. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide a teacher reference library in each school in the district and include therein reference materials which are requested by the teachers of that school.

3.4 School Equipment

1. The Board shall provide:
 - A. Each teacher a desk, file cabinet, and storage space.
 - B. Adequate chalkboard space in every classroom.
 - C. Copies, exclusively for each teacher's use, of all texts used in each of the courses that the teacher is to teach.
 - D. Adequate attendance books, paper, pencils, pens, chalk, eraser, dictionary, and other such material required in daily teaching responsibility (refers to teachers only).
2. Teachers shall continue to have use of equipment for preparation of instructional materials at no cost to the teacher.

3.5 Teaching Facilities

1. No teacher shall be required to work, maintain or supervise students in areas deemed to be unsafe or unhealthy.
2. The Board shall make available, if possible, in each school, adequate lunchroom, restrooms and lavatory facilities exclusively for teacher use and at least one (1) room, appropriately furnished, which shall be reserved for use as a faculty workroom. Provision for such facility shall be made in all future buildings.
3. Whenever vending machines are used in the teacher's lunchroom areas, the profits from all such machines shall be remitted to the building teachers for use in that building.
4. Telephone facilities shall be maintained for teacher's reasonable use.

3.6 Teaching Hours

1. School opening time and dismissal time shall be established by the Superintendent. No modification by the administration shall increase the clock hours beyond seven (7) hours and fifteen (15) minutes per day. The primary purpose of the 15 minutes is to meet state-mandated instructional hour requirements.
2. The Board agrees that the maximum total teacher time excluding extra curricular activities for teachers shall not exceed seven (7) hours, fifteen (15) minutes per day.
3. All Teachers shall receive a duty free uninterrupted lunch period of at least thirty (30) minutes.
4. The Board agrees that elementary teachers shall not be required to be with their students whenever they are receiving instruction by a certified teacher such as art, music, physical education, etc.
5. The Board agrees that elementary teachers will not be assigned recess duties.

6. Each teacher's daily schedule shall include at least one period for conference and preparation time. It is understood that each teacher's conference preparation period shall be commensurate with the length of one instructional period in the secondary schools and at least forty (40) consecutive minutes in the elementary schools. Deviations at the elementary level shall not exceed ten percent (10%) of the elementary staff up to a maximum of five (5) in number.

It is understood by the parties that the scheduled preparation period is subject to the total school program, and as a result, such things as miscellaneous programs, field trips, testing programs, emergency class needs, and assemblies may, from time to time, be substituted for preparation time. It is expected that preparation periods will be used for such things as thorough preparation, conferences with parents, teachers, and administrators, and special assistance to students.

7. Teachers may be required to attend not more than two (2) special meetings each semester, if called by the building principal.
8. Staff meetings will be limited to two (2) per month to be held immediately prior to or after the teaching school day.
9. All teachers may be required to attend meetings of parent-teacher building organizations, or district parent-teacher conferences in their building, and remain on duty throughout the scheduled period of meetings.
10. Teacher participation in extra curricular activities, for which no additional compensation is paid, shall be voluntary.

3.7 Class Size

1. The parties recognize that class size is an important factor in the demands made upon the teaching staff.
2. Whenever the class size in grades K through 2 exceeds twenty-five (25) students per class or in grades 3 through 12 exceeds thirty (30) students per class, except those classes which have traditionally been considered larger classes (i.e. study hall, band, typing, etc.), the parties agree upon the request of the Association to review the matter prior to any corrective or remedial action being taken.

Should a mutually agreeable solution not be reached, the matter shall be subject to the grievance procedure through Level Three. It is expressly understood, however, that these matters are not subject to the arbitration process.

ARTICLE 4

LEAVES OF ABSENCE

4.1 Professional, Personal, Unpaid and Association Leave

1. Professional Visiting Day
 - A. Each teacher, upon recommendation of the principal, shall be granted time to visit other schools. The purpose of this visit shall be to observe some innovation in the field of the teacher's interest. Teachers shall suffer no loss of pay.
 - B. These visiting days are to be approved by the principal of the school to be visited.
 - C. A written report shall be made on the result of such a visit to the school principal, and then a meeting may be scheduled to report and discuss such visits with the Association, and/or the Board.
2. A leave of absence shall be granted to a teacher called for jury duty or court subpoena. The District agrees to pay an amount equal to the difference between the teacher's salary as computed on a daily basis and the daily duty fee paid by the court. The employee has the right to turn over his/her jury duty check minus the mileage amount to the District so that a regular paycheck may be issued.
3. Leave Days
 - A. All teachers regularly employed shall be granted two (2) days of leave per year with full daily pay. Leave means an activity that requires the teacher's presence during the school day, and is of such a nature that it cannot be attended to at a time when school is not in session. Only the second of these days requires that the teacher state the reason for the absence. The Superintendent may limit the number of regularly employed teachers absent at any one time.
 - B. Each regularly employed teacher shall be granted two (2) additional days of leave for an activity that requires the teacher's presence during the school day, and is of such a nature that it cannot be attended to at a time when school is not in session, provided they pay their own substitute and there is no expense to the District. This additional leave must state the reason and have the approval of the principal. The Superintendent may limit the number of regularly employed teachers absent at any one time.
 - C. Requests for two (2) consecutive work days require a specific reason before such leave days are granted. It is expressly understood by both parties that such leave days are not to be used for shopping, social or recreational activities, or in conjunction with any other school holiday period.
 - D. Two (2) personal leave days (A), if not used, shall be "rolled over" into that teacher's accumulated sick leave and compensated at his or her sick day rate.

- E. During the months of May and June, no more than two (2) teachers shall be allowed to take a leave day pursuant to this section on the same day.

4. Bereavement

- A. Each teacher shall be granted three (3) days leave in case of death in the immediate family: Husband, wife, mother, father, brother, sister, children, grandchildren, father and mother-in-law, aunt and uncle, niece and nephew, brother and sister-in-law, sister and brother-in-law, daughter and son-in-law, son and daughter-in-law, grandparents of member or spouse, and dependent living in the immediate household.
- B. A leave of one (1) day shall be granted to each teacher to attend the funeral of any other near relative.
- C. Travel time is not to exceed three (3) days. Such time shall be allowed without loss of pay.
- D. Funeral leave shall be granted without loss of pay or sick leave days.

5. Family: In the event of illness, or other emergency in the teacher's immediate family (husband, wife, mother, father, brother, sister, children, grandchildren, father and mother-in-law, aunt and uncle, niece and nephew, brother and sister-in-law, sister and brother-in-law, daughter and son-in-law, son and daughter-in-law, grandparents of member or spouse, and dependent living in the immediate household), a leave not to exceed three (3) days shall be granted. If needed, an extension shall be granted upon application to the Superintendent of Schools.

Said sick leave days shall be deducted from the teacher's personal sick leave accumulated time.

6. Temporary leave of absence may be granted for up to one (1) year. It is understood that this term "may" provides the Board with the latitude to consider all circumstances which may be pertinent at the time of the request for granting Unpaid Leaves of Absence on a case by case basis.

This year is to be without pay. If the leave is for education, travel or purpose which is beneficial to the school, the teacher shall receive one year's credit for advancement on the salary schedule, i.e. a teacher on the fourth (4th) step at the end of the year shall return after one year to the sixth (6th) step. Any other leave shall be granted without credit for advancement unless it is specified in writing by the granting authority.

7. Teachers on a leave of absence for a specified period of time shall be returned to their previous position if at all possible or to a position of like nature in compliance with the terms of this agreement. Teachers must submit written notification of their intended return by the first Friday in April.
8. Military Leave. To comply with Federal Law.

9. The Association shall have ten (10) days paid leave for its members to conduct Association business, and the Board shall be reimbursed for the cost of the substitutes for the absent member(s) from the Association.

4.2 Sabbatical Leave

1. Sabbatical leave shall be interpreted as leave from active duty, granted to any teacher after seven (7) years service in the Kalkaska Public School System (or schools becoming a part of the system, prior to the date of this contract) for the purpose of improving instruction in the Kalkaska Public Schools. Sabbatical leave may be granted for a period of up to one (1) year or one (1) semester, as may be recommended by the Superintendent of Schools. Final approval of those applicants selected by the Superintendent shall be made by the Board of Education at the January Board Meeting.
2. The application for sabbatical leave must be submitted, in writing, to the Superintendent on or before December 15.
3. Before approval is given, a qualified acceptable replacement must be available for the period for which the leave is to be granted.
4. Remuneration to a teacher granted such leave shall be at the rate of one-half (1/2) the yearly salary and payment shall be made on a regular payroll basis of twenty (20) or twenty-six pays.

One percent (1%) to the nearest whole number, of the staff members may be on sabbatical leave at any one time. This does not guarantee any particular number of sabbatical leaves as the selection of individual teachers remains solely at the discretion of the Board. If no applicants qualify, no leaves shall be granted.

5. In determining its recommendations or requests for sabbatical leave, the Superintendent shall base decisions on the following basis:
 - A. The extent of the applicant's professional study, growth, contribution and successful services during preceding years.
 - B. The extent to which plans submitted for use of time while on leave are definite and educationally constructive.
 - C. Length of period of active service in the Kalkaska Public School System.
 - D. Reasonable and equitable distribution of applications among the different levels and department levels and departments in the system.
 - E. Order in which applications are received.
6. Upon return from sabbatical leave, the teacher must submit an appropriate report to the Superintendent. If an abuse of the leave is apparent, the teacher shall reimburse the school district for an average appropriate amount of monies paid while on sabbatical leave and the right of return to the system shall be considered forfeited.

7. Increment in the salary schedule and sick leave credit shall accrue and be granted when the sabbatical leave is completed.
8. A teacher, upon completion of a sabbatical leave, shall return to the Kalkaska Public School System for a period of at least one (1) school year.
9. A teacher not returning to the Kalkaska Public School System for reasons other than health, upon completion of sabbatical leave, shall reimburse the Kalkaska Board of Education for all monies received from them during this leave.
10. Each applicant shall receive a written response to the application.
11. Upon return, the Board of Education shall place the teacher in the same position held before the leave.
12. If sabbatical leave is granted, all other provisions of reimbursement for educational travel credits shall be forfeited during the period of the sabbatical.

4.3 Illness or Disability

1. All teachers regularly employed for the school year who are absent from duty because of illness and/or physical disability including maternity, shall be allowed annual sick leave on a full daily pay at the rate of ten (10) days per year. These ten (10) days shall be credited to the teacher's account at the beginning of the school year.
2. Each teacher shall be entitled to accumulate the unused portion of each year's sick leave to a maximum of one hundred (100) days. If, at the end of the year, a teacher has accumulated sick leave up to one hundred ten (110) days, the teacher shall be paid for each day over one hundred (100) at the substitute rate in effect at that time.
3. All teachers shall follow the reporting procedures outlined by the administration at the start of school year.
4. Teachers who are absent the last workday before and/or the first workday after a holiday may be required to submit a doctor's statement for that day. Failure to submit the required statement for such absence(s) shall result in loss of pay for day or days absent.
5. In the case of an illness or an injury compensated for by Worker's Compensation the teacher's pay shall be the difference between his/her regular daily salary and the amount paid by the Worker's Compensation Insurance. Sick leave days shall be charged in the same proportion as amount paid by the Board of Education.
6. Teachers employed on a part-time basis, or for a part of the school year, shall have sick leave allowance in proportion to the time employed.
7. A statement of the teacher's sick leave account shall be presented to each teacher no later than the fourth Monday following Labor Day and/or the opening of the school year.

8. A teacher reporting for duty at the beginning of his/her workday who is forced to leave because of illness or accident any time after two (2) hours of duty shall be considered absent for sick leave purposes for one-half (1/2) day. If forced to leave because of illness or injury after two-thirds (2/3) of the working day has been completed, he/she is to be considered present the entire day and no deduction of sick leave or salary is to be made.
9. If a teacher is absent for a period of more than three (3) consecutive contract days, he/she may be required to present a doctor's certificate covering the full period of absence for which he/she is to be paid.
10. Extended Sick Leave

In a case where a teacher may require sick leave beyond his/her number of accumulated leave days, the teacher may qualify for Extended Sick Leave at sixty percent (60%) of his/her daily pay.

- A. Upon the use of all accumulated sick leave and upon written application to the Superintendent of Schools, the teacher shall qualify for Extended Sick Leave days; needed to qualify for Long Term Disability benefits as contained in the teacher's MESSA PAK.

Year of Service in the District	Days of Extended Sick Leave Available
First	53
Second	45
Third	37
Fourth	29
Fifth	21
Sixth	13
Seventh	6

- B. Disability days between the available number of Extended Sick Leave days and the days needed to qualify for Long Term Disability benefits shall be unpaid leave.
- C. The extended Sick Leave provision may only be utilized once per year for a recurrent illness.
- D. Applications to the Superintendent for Extended Sick Leave shall be made in writing and must be accompanied by the school district's form (Appendix E). The application shall include a physician's certification that the employee is unable to work for medical reason.

- E. Section 1.7.4 of this Agreement may be applied to this provision at the Board's discretion.
 - F. Teachers returning from an extended sick or disability leave shall normally be returned to their previous position no later than the beginning of the next semester, if the position still exists.
12. In case of partial disability which may incapacitate the teacher from discharging his/her full teaching duties, such teacher's assignments may be adapted to his/her ability and proportional salary adjustment made.
- A. Certification of a medical doctor must be on file approving such assignment.
 - B. Assignments shall be made at the discretion of the administration and within the area of teaching competence.

4.4 Family and Medical Leaves

1. Upon request, the employer shall grant unpaid leaves of up to 12 weeks for the following reasons:
- A. The serious health condition of the employee; or
 - B. The serious health condition of the employee's spouse, parent, parent-in-law, grandparent, or child; or
 - C. The birth of a child; or
 - D. The placement of a child for adoption or foster care.

Child includes any individual under 18 for whom the employee serves *in loco parents*; a child over 18 who is incapable of self care because of physical or mental disability; or a biological, adopted, or foster child.

2. Upon return from the leave, the employee shall be returned to the position held immediately before the leave began. If the position no longer exists, the employee shall be returned to a position equivalent in pay, benefits, hours, and other terms and conditions of employment.
3. The employee shall have the option of first using accrued paid sick leave, vacation, and/or personal leave during the leave. The remainder of any leave time will be unpaid.
4. Health benefits will be continued during the leave under the same conditions and at the same level as if the employee were still at work.
5. Seniority shall continue to accrue during the leave.
6. The employee shall have the right to take the leave on a reduced or intermittent schedule.
7. Whenever practicable, the employee will provide the employer at least thirty calendar days written notice of the request for the leave. It will include the reason for the

request; the expected beginning date; the expected ending date; and whether or not the employee intends to use paid leave for any part of the leave.

ARTICLE 5

COMPENSATION AND BENEFITS

5.1 Insurance and Benefits

During each year of this Agreement, the employer shall provide, without cost to the bargaining unit member, MESSA PAK Plan A, B, C, or D or E, for a full twelve (12) month period for the bargaining unit member and his/her family.

Bargaining unit members not selecting MESSA PAK Plan A will select from MESSA PAK Plan B, C, D, or E.

Plan A of the MESSA PAK shall contain the following benefits:

Health SC1 with MESSA Care Rider

LTD 66 2/3%

90 calendar days, modified fill

\$2,500 maximum

Social Security Freeze

Alcoholism/drug addiction - 2 years

Mental/nervous-same as other illness

Delta Dental 60-Preventative/60-Restorative/60-Bridges & Dentures/60-Orthodontics: \$600

Negotiated Life \$20,000 AD & D

Vision VSP-2

Plan B of the MESSA PAK shall contain the following benefits:

Delta Dental 75-Preventative/75-Restorative/60-Bridges & Dentures/75-Orthodontics:

\$1,200

Vision VSP-3

Negotiated Life \$30,000 AD & D

LTD Same as above

Deferred compensation through TBA Education Credit Union or a MEA Financial Services 403-b tax-deferred annuity at the difference between the cost of Plan B and the single subscriber rate for MESSA Super Care I.

Plan C of the MESSA PAK shall contain the following benefits:

Vision VSP-3

Negotiated Life \$30,000 AD & D

LTD Same as above

Deferred compensation through TBA Education Credit Union or a MEA Financial Services 403-b tax-deferred annuity at the difference between the cost of Plan C and the single subscriber rate for MESSA Super Care 1.

Only those bargaining unit members who have dental care through another source may enroll in Plan C. Plan C enrollees must sign a waiver of dental coverage form certifying that they are indeed covered elsewhere and that they are waiving coordination of benefits coverage with the other plan.

Plan D of the MESSA PAK shall contain the following benefits:

Delta Dental 75/75/60/75 (Same categories as listed in Plan B): \$1,200

Negotiated Life \$30,000

LTD Same as above

Deferred compensation through TBA Education Credit Union or a MEA Financial Services 403-b tax-deferred annuity at the difference between the cost of Plan D and the single subscriber rate for MESSA Super Care 1.

Only those bargaining unit members who have vision care through another source may enroll in Plan D. Plan D enrollees must sign a vision care waiver form verifying that they are indeed covered elsewhere and that they are waiving coordination of benefits coverage with the other plan.

Plan E of the MESSA PAK shall contain the following benefits:

Negotiated Life \$30,000

LTD Same as above

Deferred compensation through TBA Education Credit Union or a MEA Financial Services 403-b tax-deferred annuity at the difference between the cost of Plan E and the single subscriber rate for MESSA Super Care 1.

Only those bargaining unit members who have both dental and vision care through another source may enroll in Plan E. Plan E enrollees must sign a dental and vision care waiver form verifying that they are indeed covered elsewhere and that they are waiving coordination of benefits coverage with the other plan.

5.2 Salary Schedule

1. 2000-2001 Salary Schedule

Step	BA	BA+18	MA/MS	MA+15	MA+30
			BA+45	BA+60	BA+75
1 & 2	28,233	29,578	31,729	33,073	34,417
3	29,578	30,922	33,073	34,417	35,761
4	30,922	32,266	34,417	35,761	37,105
5	32,265	33,610	35,761	37,105	38,449
6	33,610	34,954	37,105	38,449	39,793
7	34,954	36,298	38,449	39,793	41,137
8	36,298	37,642	39,793	41,137	42,481
9	37,642	38,986	41,137	42,481	43,825
10	38,986	40,330	42,481	43,825	45,169
11	40,330	41,674	43,825	45,169	46,513
12		43,018	45,169	46,513	47,857
L 1	*1.027	44,179	46,388	47,769	49,149
L 2	1.054	45,340	47,608	49,025	50,441
L 3	1.081	46,502	48,827	50,281	51,733
L 4	1.108	47,663	50,047	51,537	53,025

*See 2002-2003 Salary Schedule page for a definition of longevity step payments.

2. 2001-02 Salary Schedule

Step	BA	BA+18	MA/MS	MA+15	MA+30
			BA+45	BA+60	BA+75
1	28,233	29,578	31,729	33,073	34,417
2	28,733	30,078	32,229	33,573	34,917
3	30,078	31,422	33,573	34,917	36,261
4	31,422	32,766	34,917	36,261	37,605
5	32,766	34,110	36,261	37,605	38,949
6	34,110	35,454	37,605	38,949	40,293
7	35,454	36,798	38,949	40,293	41,637
8	36,798	38,142	40,293	41,637	42,981
9	38,142	39,486	41,637	42,981	44,325
10	39,486	40,830	42,981	44,325	45,669
11	40,830	42,174	44,325	45,669	47,013
12		43,518	45,669	47,013	48,357
L 1	1.029	44,780	46,993	48,376	49,759
L 2	1.058	46,042	48,318	49,740	51,162
L 3	1.087	47,304	49,642	51,103	52,564
L 4	1.116	48,566	50,967	52,466	53,966

3. 2002-2003 Salary Schedule

Step	BA	BA+18	MA/MS BA+45	MA+15 BA+60	MA+30 BA+75
1	28,798	29,578	32,364	33,708	35,052
2	29,363	30,643	32,864	34,208	35,552
3	30,643	31,987	34,208	35,552	36,896
4	31,987	33,331	35,552	36,896	38,240
5	33,331	34,675	36,896	38,240	39,584
6	34,675	36,019	38,240	39,584	40,928
7	36,019	37,363	39,584	40,928	42,272
8	37,363	38,707	40,928	42,272	43,616
9	38,707	40,051	42,272	42,616	44,960
10	40,051	41,395	43,616	44,960	46,304
11	41,395	42,739	44,960	46,304	47,648
12		44,083	46,304	47,648	48,992
L 1	1.029	45,361	47,647	49,030	50,413
L 2	1.058	46,640	48,990	50,412	51,834
L 3	1.087	47,918	50,332	51,793	53,254
L 4	1.116	49,197	51,675	53,175	54,675

4. Longevity steps are defined and paid as follows:

- A. L1: At the beginning of the 13, 14 and 15th years of credited service, at the corresponding percent of the appropriate column.
- B. L2: At the beginning of the 16, 17 and 18th years of credited service, at the corresponding percent of the appropriate column.
- C. L3: At the beginning of 19, 20 and 21st years of credited service, at the corresponding percent of the appropriate column.
- D. L4: At the beginning of 22 and more years of credited service, at the corresponding percent of the appropriate column.

5. Salary payment shall be made on the first Wednesday after the second Friday of the school year and every second Wednesday thereafter until contract is paid in full.

5.3 Professional Compensation

1. The basic salaries of teachers covered by this Agreement are set forth in Article 5.2, which is incorporated in this Agreement. Such salary schedule shall remain in effect for the designated period.
2. Outside Experience. All teachers shall be given, not to exceed five (5) steps, credit for prior teaching experience outside the district. Prior service experience shall be at the rate of one (1) step for each year of experience.
3. Military Experience. Teachers may be granted, not to exceed two (2), steps on the salary schedule for military service, provided such military service was performed after he/she had received a valid teaching certificate or license. But, in no event, shall military experience and outside experience exceed seven (7) steps.
 - A. Military allowance shall be set at the rate of not to exceed two- (2) years military service for one (1) year's allowance.
 - B. Allowance for prior service and prior military service is not retroactive.
4. A teacher's daily rate shall be determined by dividing his/her contractual salary for the year, by the contract days in the school year.
5. A teacher's hourly rate shall be determined by dividing his/her daily rate by seven (7) hours.
6. Increments become effective the first contractual day of each year. Teachers entitled to such consideration shall be granted specified increments as per salary schedule and assigned to the next higher step.
7. Advancement from one schedule to another shall be effective as of the first contractual day of the school year following the completion of the required academic and professional courses.
8. Teachers hired during the year shall have their salary calculated according to the adopted salary schedule. This figure shall then be divided by the total contract days to establish a daily rate. This daily rate shall be multiplied by the contract days remaining in the school year. This figure shall be the contracted salary figure.
9. Teachers involved in extra duty assignments set forth in Article 5.4, which is incorporated in this Agreement, shall be compensated in accordance with the provision thereof. A contract (Appendix D) shall be completed and signed at the start of the activity with payment to be made as designated in the contract.

Request for reimbursement for activities which do not require a contract, such as dance sponsors, and teacher's substitute pay shall be submitted, in writing, on or before the fifteenth (15th) of the month and shall be paid within the fifteen (15) days following the submission to the Central Office.

10. The contractual salary shall be divided into twenty-six (26) pays. Upon request of the teacher, at the start of the school year, and approved by the Superintendent, a teacher may be paid bi-weekly, on a twenty (20) pay schedule.
11. Teachers shall be paid bi-weekly, on a twelve- (12) month basis, with the following exceptions:
 - A. Those teachers who retire at the close of the school year shall receive all pay due them on or before June 30th.
 - B. In the event that a teacher retires during the school year, he/she shall be paid in full for services rendered prior to the initial month of retirement.
12. If a teacher expects to complete sufficient approved courses by August 30th of any year for advancement on the salary schedule, written notice shall be given to the Superintendent no later than March 31st, in order that the amount may be included in the school budget.
13. Teachers required to drive personal automobiles from one school to another, in the course of their work, shall receive a car allowance at the same rate established in 2.10.2.A. The same allowance shall be given for use of personal car for field trips or other business of the District. The Board shall provide liability insurance protection for teachers when their personal automobiles are used as provided in this section.
14. After reaching the 16th step on the salary schedule, the Board of Education, in recognition of services to the School District, shall make separation payment divided equally in installments over seven years, per Appendix F.
15. In the event the Board determines to maintain a summer school program, the Board agrees to give preference to regularly employed teachers in the district who are qualified for the available summer school positions, and who have notified the Superintendent of their desire to teach in the summer school program, in filling such positions.

Rates for summer school positions shall be determined by the Board.
16. Substitute teacher's salary shall be set by the Board, but no less than seventy dollars (\$70.00) per day.
 - A. The administration has the authority to assign teachers to substitute for absent teachers, during their conference period, or other period when available, providing every effort has been made to secure a regular substitute teacher.
 - B. Such regular teacher shall receive the rate of sixteen dollars (\$16.00) for each period he/she substitutes and loses his/her conference period.
18. Any teacher required to work beyond his/her contractual year shall be compensated at his/her daily rate.
19. Any teacher taking an extra class assignment in lieu of preparation time shall be compensated at sixteen percent (16%) of his/her regular salary.

5.4 "Windfall" Funding Source Enrichment – State Aid

1. If the state aid student count, for the prior year, is equal to or increased in number for the current year, any excess revenue is to be split equally between the Board and employees, with teachers to receive 66% of that 50%.

5.5 Extra Curricular Compensation

1. All extra pay assignments are non-tenure assignments.

2. Interscholastic Sports

FALL SPORTS

Basketball - Girls

Head Varsity Coach	12%
Junior Varsity Coach	8%
Freshman Coach	6%
8 th Grade Coach	5%
7 th Grade Coach	5%

Football

Head Varsity Coach	12%
Ass't Varsity Coach (2)	8%
Junior Varsity Coach (2)	8%
Freshman Coach (2)	6%
8 th Grade Coach (2)	5%

Cheerleading

Varsity Coach	6%
Junior Varsity Coach	4%

Cross-Country

Varsity Boys Coach	6%
Varsity Girls Coach	6%
Middle School Boys	3%
Middle School Girls	3%

Golf

Head Coach	6%
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WINTER SPORTS

Basketball - Boys

Head Varsity Coach	12%
Junior Varsity Coach	8%
Freshman Coach	6%
8 th Grade Coach	5%
7 th Grade Coach	5%

Volley Ball

Head Varsity Coach	9%
Junior Varsity Coach	7%
Freshman Coach	5%
8 th & 7 th Grade Coach	3%

Cheerleading

Varsity Coach	8%
Junior Varsity Coach	6%
M.S. Sponsor	2%

Skiing

Head Boys Coach	5%
Head Girls Coach	5%

Wrestling

Head Coach	10%
Assistant Coach	8%

SPRING SPORTS

Track

Varsity Boys Coach	9%
Assistant Boys Coach	6%
Varsity Girls Coach	9%
Assistant Girls Coach	6%
8 th & 7 th Grade Boys	3%
8 th & 7 th Grade Girls	3%

Baseball

Head Varsity Coach	9%
Junior Varsity Coach	6%

Softball

Head Varsity Coach	9%
Junior Varsity Coach	6%

YEAR ROUND

Facility Managers	
Fall	4%
Winter (2)	4%
Spring	4%
Middle School (full yr.)	4%

EXTRA CURRICULAR COMPENSATION

Advanced Placement Instructors	10%
High School Band Director	7%
Middle School Band Director	3%
HS/MS Vocal Director	3%
Drama/Production	3%
Activities of the Mind - (1) HS & (1) MS for each activity	2%

(Minimum \$600 per individual team)

(Includes Science Olympiad, Odyssey of the Mind, Future Problem Solving, Math Counts, Close Up, etc.).

Head Class Sponsors

Seniors	2%	Sophomore	2%
Junior	4%	Freshman	2%
National Honor Society	3%		
Student Council - (2) H S	3%		
Student Council - (1) M S	3%		
Newspaper (High School)	3%		
Yearbook (High School)	3%		
Clubs	3%		

(Should include Art, Languages, Camera (including yearbook photos), BOEC, FHA, etc.)

Dances, Sponsors - after games	\$20.00 each
Vocational Certificate	\$500.00
Mentor Teacher	\$500.00

Lunch Time Directors (HS & MS [1] each) \$500.00

INTRAMURAL COORDINATORS

Football (6 th & 7 th Grade)	2%
Basketball	
6 th Grade Girls	2%
6 th Grade Boys	2%
5 th & 4 th Grade Girls	2%
5 th & 4 th Grade Boys	2%

PAY FOR THESE ACTIVITIES SHALL BE DETERMINED BY MULTIPLYING THE SALARY AT THE APPROPRIATE STEP (STEP IMPLIES YEARS OF EXPERIENCE IN A GIVEN ACTIVITY) ON THE B.A. SCALE BY THE PERCENTAGE ASSIGNED TO THE POSITION.

3. In the event that Cross Country Varsity Boys and Varsity Girls Coaching positions are combined into a Varsity Cross Country Coach and an Assistant Cross Country Coach, or the Head Boys Skiing Coach and Head Girls Skiing Coach position are combined into a Head Skiing Coach and an Assistant

Varsity Cross Country	9%
Assistant Cross Country Coach	3%
Head Skiing Coach	7.5%
Assistant Skiing Coach	2.5%

ARTICLE 6

OTHER

6.1 District Advisory Committee

1. The composition and structure of the District Advisory Committee shall be as follows:
 - A. The District Advisory Committee shall be composed of five (5) members. One member shall be elected from each building to a four-year term. Terms shall be staggered by building.
 - B. All teachers serving on the District Advisory Committee must have tenure status.
 - C. An annual meeting shall be held in September to organize the committee.
 - D. Meetings of the committee shall be called by the Chairperson at the request of any member.

2. Purposes of the Committee:
 - A. To safeguard professional ethics.
 - B. To help maintain a high standard of professionalism by recommending methods of facilitating the assistance of teachers in orientation and/or professional improvement, including the long-used and honored "Big Brother", "Big Sister" method.

3. The duties of this committee shall be as follows:
 - A. To assist probationary teachers in attaining and maintaining satisfactory professional standards.
 - B. To assist tenure teachers in professional improvement and maintaining satisfactory professional standards.

4. For teachers on probation, or those on tenure performing below satisfactory standards, a minimum of two (2) observations and conferences shall be held with their administrator prior to any referral by the principal to the committee.

5. Principals of teachers deemed to be performing below satisfactory standards shall meet with the committee, review the problem area(s) and steps taken. The committee shall work with the principal and the teacher to develop a corrective program.

6. All meetings of the District Advisory Committee shall be held completely confidential.

6.2 Curriculum Development Council

1. The Curriculum Development Council of the Kaskaska Public Schools shall be established through Board Policy and shall serve as the "vehicle" for evaluation and improving the district's program of instruction.

More specifically, the Curriculum Development Council shall be responsible for coordinating and facilitating the efforts of the instructional staff in the following areas:

- A. Assessing program needs within the context of ever changing federal, state and local environments.
 - B. Examining subject content, student performance behaviors, and program delivery systems.
 - C. Organizing the program of instruction into a uniform and consistent written format.
 - D. Evaluating the District's testing program and analyzing student test results as they relate to curriculum and student achievement.
 - E. Developing, organizing and approving proposals for program change and submitting them to the Administration and Board of Education.
 - F. Helping to develop activities for teacher in-service education.
2. Membership in the Curriculum Development Council shall consist of one teacher representative from each grade level. At the secondary level, this representation may be decided by subject area representation but with no more representatives than the number of grade levels housed in the building. At the elementary level, there must be at least one member from each building.
 3. Should vacancies arise in the Curriculum Development Council, replacement representatives shall be elected by the existing Council membership.
 4. Building principals and Central Office Administrator shall be ex-officio, non-voting members of the Council. The Superintendent or his/her designee shall be the Coordinator of the Curriculum Development Council. The administrative role in the functions of the Council shall be to lend support, guidance, and direction when needed.

6.3 Special Education

1. Directional Statement

While the parties acknowledge the policy of Least Restrictive Environment (LRE) is legally mandated, they also recognize the extent to which any individual handicapped student should participate in regular education programs and services must be appropriate to that student's unique needs determined by an Individual Educational Planning Committee (IEPC) on an individual basis.

Further, the parties recognize that whether any handicapped student's participation in regular education programming can be achieved satisfactorily will depend upon the multiplicity of factors including, most notably, proper planning and coordination of the student's regular and special education programming, appropriate supportive assistance to regular education personnel (e.g., training regarding the teaching/training of the handicapped student in the regular education classroom, access to consultive special education personnel and provisions for support personnel) and the reasonableness of the demands placed upon regular education classroom personnel (and the non-handicapped students in those regular education classrooms).

2. IEPC Participation

Any bargaining unit member who will be providing instructional or other services to a handicapped student in a regular education classroom setting shall be invited, in writing, to participate in the Individual Educational Planning Committee (IEPC) which may initially place (or continue the placement of) the student in a regular education classroom. A substitute shall be provided for any teacher so involved.

3. Calling IEPC

If any bargaining unit member, in writing, advises the Employer of a reasonable basis to believe that a handicapped student's current Individual Educational Planning Committee (IEPC) report is not meeting the student's unique needs as required by law, Employer shall forthwith call an IEPC. The member so advising Employer shall be invited to, and attend, the IEPC.

4. IEPC Training/Information

Before any bargaining unit member shall be directed to participate in an Individual Educational Planning Committee (IEPC) meeting, the member shall be provided with specific information regarding:

- A. The Multi-disciplinary Evaluation Team (MET) and Individual Educational Planning Committee (IEPC) processes and the role and responsibilities of the member and other participants in the IEPC.
- B. The special education program and related service options which might address the individual needs of any handicapped student.

5. Support for Regular Educational Personnel

The parties recognize the extent to which a handicapped student can participate in regular education programs and services and whether such participation can be achieved satisfactorily, will depend in large part upon the training and other support provided the regular education personnel responsible for instructing the handicapped student.

6. Proportional LRE

In implementing LRE, the Employer shall assign handicapped students to the buildings and classrooms that the students would normally attend if the students were not handicapped.

7. Start/End Times

The parties acknowledge that for the integration of the handicapped student to be both appropriate and satisfactorily achieved, the student must arrive and leave school each day at the same time as non-handicapped students. Therefore, to avoid the significant disruption and negative impact on the educational process for all students which non-coterminous starting and ending times will create. Employer agrees to provide transportation for all handicapped students which will allow them to participate in the same school day timewise as non-handicapped students at the school they attend.

8. Accountability/Liability

In accordance with 34 CFR 300.349, no bargaining unit member shall be held accountable if a handicapped student, while participating in a regular education classroom or otherwise, does not achieve the growth projected in the student's annual goals and objectives.

Further, Employer shall provide and maintain liability insurance on behalf of each bargaining unit member who is expected or required to implement the Least Restrictive Environment mandate in the course of his/her employment including extracurricular activities. Insurance coverage shall include malpractice protection in an amount not less than currently set forth in the District's insurance policies or one million dollars, whichever is greater.

Employer agrees to indemnify bargaining unit members against any damages, fines, legal fees or other costs that may result as a consequence of implementing the Least Restrictive Environment mandate not covered by the insurance required above.

9. No retaliation

No bargaining unit member will be threatened, disciplined, reprimanded, punished, discharged, or denied any professional advantage, directly or indirectly, by Employers, due in any way to the bargaining unit member having: (1) filed a complaint under Part 8 of the Michigan Special Education Rules or with the Office of Civil Rights (OCR), U.S. Department of Education; or (2) asserted his/her rights or those of a handicapped/non-handicapped student with respect to the provision of the Least Restrictive Environment mandate as provided for in the Article or by law.

10. Medically Fragile Students

No bargaining unit member, except a school nurse, shall be required to provide school health services except in an emergency situation.

When a general education classroom teacher is assigned a student from a special education program for severely impaired students (POHI, SXI, SMI, TMI), the teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition.

6.4 Teacher Job Sharing

Teacher job-sharing is recognized by both parties as a viable alternative to normal, full-time teaching assignments. The implementation guidelines for Teacher Job-Sharing shall be:

1. Teachers approved for job-sharing assignments shall receive salary and benefits, prorated for their share of full-time responsibility.
2. Teachers participating in job-sharing assignments shall receive full seniority credit and full advancement of the salary schedule for each year of job-sharing service.
3. Part-time, job-sharing assignments shall be made on a year-to-year basis and shall be covered by an annual contract supplement. A part-time, job-sharing participant, who has been employed by the District on a full-time basis, shall be assured of the opportunity to return to a full-time assignment, if and when a vacancy occurs for which he/she is certified and qualified. Such requests for return to full-time employment for the following year must be made, in writing, by May 1st.
4. Elementary teachers shall be asked for flexibility with regard to a split in planning time, as it may be impossible to obtain an equal division.
5. Participants in part-time, job-sharing assignments are expected to attend regular staff meetings, curriculum meetings and parent conferences.
6. Teachers requesting part-time, job-sharing assignments should understand that approving such requests may involve assignment to a different building.
7. Teachers requesting part-time, job-sharing assignments should be aware that part-time assignments results in only partial credit toward teacher retirement benefits; and, further, calculation of retirement benefits may similarly be affected.
8. When one of the participants in a job-sharing assignment terminates, resigns or returns to a full-time position, the job-sharing agreement will be eliminated. If one of the participants terminates or resigns during a school term, the remaining participant shall be assigned to the full-time position for the remainder of the school year. The position shall remain as a full-time position unless and until a job-sharing agreement can be established.

6.5 Two-Way Interactive Television

The Two-Way Interactive Television agreement will be accessible to staff in each principal's office.

6.6 Site Advisory Committee

1. The Site Advisory Committee shall include building committees and a central committee. The purpose of the committee will be to provide a mechanism and a vehicle for teachers and administrators to communicate and share in the decision-making process affecting their working conditions. The committee may also serve as the Steering Committee for North Central Outcomes Accreditation program.

2. Committee Structure

A. Site Committee:

1. Representatives will include the site administrator, members of the teaching staff, and parent(s) as provided in P.A. 25.
2. Parents and/or students may be requested to provide input in the site committee.
3. The teaching staff will elect one teacher's representative for each six (6) teachers or fraction thereof, not to be less than a minimum of two (2) or to exceed a maximum of five (5). Representatives to each site committee shall be selected by a vote of their teaching staff. Voters will annually select their allotted number of representatives from a ballot containing the names of all tenured teachers in that site. The top "vote getters" will make up the committee for that year.
4. Selected individuals would have the right to decline with the next highest "vote getter" filling the vacancy.
5. Selection of meeting frequency and times would be at the discretion of that site committee. The committees shall not meet less than once during each nine-week grading period and will be open to all staff members of that site.
6. Each site committee will elect a chairperson.

The purpose of the site committee is to:

- Provide an opportunity for an individual to be heard.
- Discuss issues submitted by a representative or any staff member.
- All decisions and recommendations of the site committees shall be reached by a consensus of that committee.
- Provide an opportunity to be heard by the District Site Advisory Committee if a consensus cannot be reached at the building level.

B. District Site Advisory Committee:

1. Membership will include one principal and two teacher representatives from each building committee in the district and one board member.
2. Parents and/or students must be requested to provide input to the central committee.
3. Teacher representatives will be appointed from their respective building committee.

4. This committee shall not meet less than once during each nine-week grading period.
5. The committee will elect a chairperson.
6. The superintendent and the Association President, or their designees, will be ex officio members of the central committee.

The purpose of the District Site Advisory committee is to:

- Maintain system-wide continuity, consistency and communication.
 - Hear unresolved issues of the site committees. A partial District Site Advisory Committee may be convened that would include only involved sites. The purpose would be to hear unresolved issues or discuss issues of interest to more than one site but not for all sites in the district.
 - Accept referrals of issues from the Curriculum Development Council. These referrals will be addressed by the District Site Advisory committee or sent to the site committee(s) as appropriate.
 - Submit recommendations of the central committee back to the involved building committees.
 - Submit all recommendations involving school or board policies to the Board of Education for their review and/or approval.
5. Scope of the Site Advisory Committee may include:
- A. The scope of the Site Advisory Committee may include:
 1. Ways to improve conditions for instruction.
 2. Consistency of policy enforcement within sites and/or the district
 3. Discipline policies.
 4. Ways to improve cooperation of staff and administration.
 5. Teacher handbook.
 6. Input into the budget process in buildings.
 - B. The Site Advisory Committee shall not deal with any of the following matters:
 1. Wages
 2. Fringe Benefits
 3. Employee performance or evaluation
 4. Contract grievances

5. Employee discipline

- C. In the event that any provision(s) of the Site Advisory Committee violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail.

6.7 Grievance Procedure

1. Definitions

- A. A grievance is a written complaint by a teacher and/or the Association alleging that a violation, misinterpretation, or misapplication of a specific provision of this Agreement has occurred.
- B. The term "teacher" may include a group of teachers who are similarly affected by the grievance filed.
- C. The term "days" when used in this Article, shall, except when otherwise indicated, mean teacher work days.

2. Purpose

- A. The primary purpose of this grievance procedure is to secure, at the lowest level possible, a mutual resolution to grievance(s).
- B. Both parties agree that these procedures shall be kept informal and confidential as may be appropriate, at any level of such procedure.
- C. The failure of an aggrieved person or persons to proceed to the next level within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall bar any further appeal concerning the particular grievance.
3. The Association president or his/her designee shall represent the Association in grievance matters with the superintendent.
4. It is important that grievances be handled as rapidly as possible. The number of days indicated at each level shall be considered as maximum and every effort shall be made to expedite the process. However, when mutually agreed upon in writing, the time limits given below may be extended.
- A. It shall be the general practice of all parties to process grievances during times when they do not interfere with assigned duties.
- B. Forms for processing grievances shall be reproduced by the School District and shall be made available to the Association for distribution and use.
- C. Written grievances (Appendix B) as required herein shall contain the following:
1. It shall be signed by the Grievant(s) or the Association Grievance Committee Chairperson.

2. It shall contain a full synopsis of the facts giving rise to the alleged violation.
3. It shall cite the section or subsections of the Agreement alleged to have been violated.
4. It shall contain the date of the alleged violation if known.
5. It shall specify the relief requested.

5. Level One

If a teacher, group of teachers, or the Association believes there is a basis for a grievance, he/she shall first discuss the grievance with his/her building principal accompanied by his/her Association Representative. If no resolution is obtained within five (5) school days of the discussion, the grievant shall reduce the grievance to writing and submit it to the building principal, within 30 days of the occurrence of the event(s) upon which the grievance is based, or the date the event(s) became known to the grievant. If no resolution is obtained within five (5) school days of the grievance being submitted in writing, the alleged grievance shall proceed to LEVEL TWO or the grievance will be considered as waived.

6. Level Two

- A. In the event that the teacher is not satisfied with the disposition of the grievance at Level One, or if no disposition is made within the designated time period for response, the teacher may, within five (5) days after receipt of the Level One response or the expiration of the time period for the Level One response, submit the grievance to the Association Grievance Committee for consideration of further appeal.
- B. Any grievances approved for appeal to the Superintendent by the Association Grievance Committee must be filed with the Superintendent within five (5) days from receipt by the Association Grievance Committee.
- C. Within ten (10) days after receipt of the appeal, the Superintendent shall investigate the grievance, including giving the Association Grievance Committee or the Grievant(s) and/or Association representative(s), a reasonable opportunity to be heard in a meeting. The decision of the Superintendent shall be issued in writing within fifteen (15) days after receipt of the appeal. A copy of his/her decision shall be delivered to the teacher(s) involved, the Association Grievance Committee and the principal.

7. Level Three

- A. If the Association Grievance Committee is not satisfied with the disposition of the Superintendent at Level Two, or if no decision has been made within the time period provided, it may appeal the grievance to the Board of Education by filing a copy of the grievance with the Secretary of the Board of Education within ten (10) days after receipt of the Superintendent's decision at Level Two or the expiration of the time period for the response.

- B. The appeal shall be heard within twenty (20) days after receipt of the appeal. The Board shall provide the Association Grievance Committee or its representative(s) a reasonable opportunity to be heard before the Board. The Board shall render its decision, in writing, within twenty-five (25) days after receipt of the appeal. A copy of the Board's decision shall be delivered to the Association Grievance Committee and to the Superintendent of Schools.

8. Level Four

- A. If the Association Grievance Committee is not satisfied with the disposition of the grievance by the Board at Level Three, or if no disposition has been made within the period provided in Level Three, the Association Grievance Committee may submit the grievance to arbitration before an impartial arbitrator by filing a demand for arbitration with the American Arbitration Association within thirty (30) days following receipt of the decision of the Board or the expiration of the time period provided for the decision to be made if no disposition has been made within the time period. The arbitrator shall be selected through the Arbitrator Selection Procedures of the American Arbitration Association in accordance with its rules and regulations which shall likewise govern the conduct of the arbitration proceeding.
- B. Upon selection of an Arbitrator, the Arbitrator shall be empowered to conduct said hearings and shall render a decision within sixty (60) days from the closing of the hearing. Each party shall be entitled to file a post hearing brief within thirty (30) days from the closing of the hearing. The disposition of the arbitrator shall be in writing, including findings of fact and conclusions of contract interpretation. The disposition of the arbitrator shall be final and binding upon the parties, subject to judicial review of arbitrability and the authority of the arbitrator pursuant to the terms of this Agreement.
- C. The arbitrator is authorized to render a decision and remedy, if appropriate, interpreting the terms of this Agreement, but shall have no authority or power to alter, add to, subtract from, disregard or ignore any of the terms of this Agreement. The arbitrator shall have no authority or power to render a decision upon subject matter which has been expressly excluded from arbitration by the terms of this Agreement.
- D. The fees and expenses of the arbitrator shall be shared equally by the parties.

9. Miscellaneous

- A. The following circumstances, situations and matters shall not constitute grievance subject matter and are hereby expressly excluded from this procedure and the provisions for arbitration:
 - 1. Any matter dealing with the rights of tenure teachers pursuant to the Michigan Teacher Tenure Act (MCL 38.71 ET SEQ.), which is within the jurisdiction of the State Tenure Commission for appeal and/or requiring a hearing before the Board of Education.

2. The termination of services of or failure to renew the employment of any tenure or probationary teacher.
 3. The termination of services of or failure to renew the employment of or failure to employ any teacher in an extra curricular position.
 4. Any matter for which there is a specified procedure and/or administrative agency established by State and/or Federal law, to provide recourse unless both parties agree to arbitration.
- B. Any grievance occurring during the period between the termination date of this Agreement, unless extended in writing, and the effective date of any new successor Agreement, shall not be processed under the terms of this grievance procedure and shall not be subject to the arbitration provisions of this Agreement.
- C. Notwithstanding the expiration of this Agreement, any claim or grievance arising during its term shall be processed through the grievance procedure according to its terms until resolution.
- D. 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 15th 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.

DURATION OF AGREEMENT

The provisions of this Agreement shall be effective as of the date hereof, and shall continue in full force and effect until July 31, 2003.

IN WITNESS WHEREOF, ^{Sept 7} the parties have hereunto set their hands this 10th day of September, 2000.

NORTHERN MICHIGAN EDUCATION
ASSOCIATION

KALKASKA PUBLIC SCHOOLS
BOARD OF EDUCATION

By _____
President

By [Signature]
President

By _____
NMEA Staff Liaison

By _____
Vice-President

By [Signature]
Chief Spokesperson

By [Signature]
Secretary

By [Signature]
KEA President

By [Signature]
Treasurer

By _____
Negotiating Committee Member

By [Signature]
Trustee

By _____
Negotiating Committee Member

By [Signature]
Trustee

By _____
Negotiating Committee Member

By _____
Trustee

By _____
Negotiating Committee Member

By _____
Trustee

APPENDIX A

TEACHERS' TENURE *Act 4 of 1937 (Ex. Sess.)*

ARTICLE IV

DISCHARGE, DEMOTION OR RETIREMENT

38.101 Teacher on continuing tenure; discharge, demotion or retirement; continuation of contracts of teachers over retirement age.

Sec. 1 Discharge or demotion of a teacher on continuing tenure may be made only for reasonable and just cause, and only as provided in this act. This act does not prevent any controlling board from establishing a reasonable policy for retirement to apply equally to all teachers who are eligible for retirement under the public school employees retirement act of 1979, Act No. 300 of the Public Acts of 1980, being sections 38.1301 to 38.1408 of the Michigan Compiled Laws, or having established a reasonable retirement age policy, from temporarily continuing on a year to year basis on criteria equally applied to all teachers. The contract of any teacher whom the controlling board might wish to retain beyond the established retirement age for the benefit of the school system.

38.102 Charges against teacher; filing with controlling board; decision to proceed upon charges; written statement of charges and teacher's rights.

Sec. 2 All charges against a teacher shall be made in writing, signed by the person making the charges, and filed with the secretary, clerk or other designated officer of the controlling board, and a copy of the charges shall be provided to the teacher. The charges shall specify a proposed outcome of either discharge or a specific demotion of the teacher. The controlling board shall decide whether or not to proceed upon the charges, or may modify the charges and decide to proceed upon the charges as modified, not later than ten (10) days after the charges are filed with the controlling board. A decision to proceed upon the charges shall not be made except by a majority vote of the controlling board and shall be reduced to writing. The controlling board, if it decides to proceed upon the charges, shall furnish the teacher not later than five (5) days after deciding to proceed upon the charges with the written decision to proceed upon the charges, a written statement of the charges, and a statement of the teacher's rights under this article.

38.103 Suspension of teacher pending certain conditions; compensation.

Sec. 3

(1) On the filing of charges in accordance with this article, the controlling board may suspend the accused teacher from active performance of duty until 1 of the following occurs:

(a) The teacher fails to contest the decision to proceed upon the charges within the time period specified in section 4(1) of this article.

- (b) A preliminary decision and order discharging or demoting the teacher is issued by the administrative law judge under section 4(5)(i) of this article.
- (c) If the preliminary decision and order is to reinstate the teacher, a final decision and order is rendered by the tenure commission under section 4(5)(m) of this article.

(2) If a teacher is suspended as described in subsection (1), the teacher's salary shall continue during the suspension. However, if the teacher is convicted of a felony, the controlling board may discontinue the teacher's salary effective upon the date of the conviction.

(3) If a preliminary decision and other discharging a teacher is issued by the administrative law judge and the tenure commission subsequently reverses the preliminary decision and order of the administrative law judge, the tenure commission may order back pay.

38.104 Decision to proceed upon charges; appeal with tenure commission; filing; notice; conduct of hearing; dismissal of appeal or denial of discharge or demotion; appeal to court of appeals.

Sec. 4

(1) A teacher on continuing tenure may contest the controlling board's decision to proceed upon the charges against the teacher by filing a claim of appeal with the tenure commission and serving a copy of the claim of appeal on the controlling board not later than 20 days after receipt of the controlling board's decision. The controlling board shall file its answer with the tenure commission and serve a copy of the answer on the teacher not later than 10 days after service of the claim of appeal. If the teacher does not contest the controlling board's decision in the time and manner specified in this subsection, the discharge or demotion specified in the charges takes effect and the teacher shall be considered to have waived any right to contest the discharge or demotion under this act.

(2) An administrative law judge described in subsection (3) shall furnish to each party without undue delay a notice of hearing fixing the date and place of the hearing. The hearing date shall not be less than 10 days after the date the notice of hearing is furnished and shall not be more than 60 days after service of the controlling board's answer unless the tenure commission grants a delay for good cause shown by the teacher or controlling board.

(3) The hearing shall be conducted by an administrative law judge who is an attorney licensed to practice law in this state and is employed by the department of education. An administrative law judge who conducts hearings under this section shall not advise the tenure commission or otherwise participate in a tenure commission review of an administrative law judge's preliminary decision and order under this section.

(4) Except as otherwise provided in this section, the hearing shall be conducted in accordance with chapter 4 of the administrative procedures act of 1969, Act No. 306 of the Public Acts of 1969, being sections 24.271 to 24.287 of the Michigan

Compiled Laws, and in accordance with rules promulgated by the tenure commission.

- (5) The hearing and tenure commission review shall be conducted in accordance with the following:
- (a) The hearing shall be public or private at the option of the teacher.
 - (b) The hearing shall be held at a convenient place in the county in which all or a portion of the school district is located or, if mutually agreed by the parties, at the tenure commission offices in Lansing. The administrative law judge's necessary travel expenses associated with conducting the hearing outside Lansing shall be borne equally by the tenure commission and the controlling board.
 - (c) Both the teacher and the controlling board may be represented by legal counsel.
 - (d) Testimony at the hearing shall be on oath or affirmation.
 - (e) A stenographer shall make a full record of the proceedings of the hearing. The cost of employing the stenographer and of providing the record shall be borne equally by the tenure commission and the controlling board.
 - (f) The administrative law judge may subpoena witnesses and documentary evidence on his or her own motion, and shall do so at the request of the controlling board or the teacher. If a person refuses to appear and testify in answer to a subpoena issued by the administrative law judge, the party on whose behalf the subpoena was issued may file a petition in the circuit court for the county in which the hearing is held for an order requiring compliance. Failure to obey such an order of the court may be punished by the court as contempt.
 - (g) The hearing shall be concluded not later than 90 days after the teacher's claim of appeal was filed with the tenure commission.
 - (h) The administrative law judge shall make the necessary orders to ensure that the case is submitted for decision not later than 50 days after the hearing is concluded.
 - (i) Not later than 60 days after submission of the case for decision, the administrative law judge shall serve a preliminary decision and order in writing upon each party or the party's attorney and the tenure commission. The preliminary decision and order shall grant, deny, or modify the discharge or demotion specified in the charges.
 - (j) Not later than 20 days after service for the preliminary decision and order, a party may file with the tenure commission a statement of exceptions to the preliminary decision and order or to any part of the record or proceedings, including, but not limited to, rulings on motions

or objections, along with a written brief in support of the exceptions. The party shall serve a copy of the statement of exceptions and brief upon each of the other parties within the time limit for filing the exceptions and brief. If there are no exceptions timely filed, the preliminary decision and order becomes the tenure commission's final decision and order.

- (k) Not later than 10 days after being served with the other party's exceptions and brief, a party may file a statement of cross-exceptions responding to the other party's exceptions or a statement in support of the preliminary decision and order with the tenure commission, along with a written brief in support of the cross exceptions or of the preliminary decision and order. The party shall serve a copy of the statement of cross-exceptions or of the statement in support of the preliminary decision and order and a copy of the brief on each of the other parties.
 - (l) A matter that is not included in a statement of exceptions filed under subdivision (j) or in a statement of cross-exceptions filed under subdivision (k) is considered waived and cannot be heard before the tenure commission or on appeal to the court of appeals.
 - (m) If exceptions are filed, the tenure commission, after review of the record and the exceptions, may adopt, modify, or reverse the preliminary decision and order. The tenure commission shall not hear any additional evidence and its review shall be limited to consideration of the issues raised in the exceptions based solely on the evidence contained in the record from the hearing. The tenure commission shall issue its final decision and order not later than 60 days after the exceptions are filed.
- (6) After giving the party notice and an opportunity to comply, the administrative law judge or the tenure commission may dismiss an appeal or deny a discharge or demotion for a party's lack of progress or for a party's repeated failure to comply with the procedures specified in this section or the tenure commission's rules.
 - (7) A party aggrieved by a final decision and order of the tenure commission may appeal the decision and order to the court of appeals in accordance with the Michigan court rules within 20 days after the date of the decision and order.

38.104a Hearing where witness testifies as alleged victim of sexual, physical, or psychological abuse; definitions; use of dolls or mannequins; support person; notice; ruling or objection; exclusion of persons not necessary to proceeding; section additional to other protections or procedures; hearings to which section applicable; effective date.

Sec. 4a

(1) As used in this section:

- (a) "Developmental disability" means an impairment of general intellectual functioning or adaptive behavior which meets the following criteria:

- (i) It originated before the person became 18 years of age.
 - (ii) It has continued since its origination or can be expected to continue indefinitely.
 - (iii) It constitutes a substantial burden to the impaired person's ability to perform normally in society.
 - (iv) It is attributable to mental retardation, autism, or any other condition of a person found closely related to mental retardation because it produces a similar impairment or requires treatment and services similar to those required for a person who is mentally retarded.
- (b) "Witness" means an alleged victim under subsection (2) who is either of the following:
- (i) A person under 15 years of age.
 - (ii) A person 15 years of age or older with a developmental disability.
- (2) This section only applies to a hearing held pursuant to this article where a witness testifies as an alleged victim of sexual, physical, or psychological abuse. "Psychological abuse" means an injury to a child's mental condition or welfare that is not necessarily permanent but results in substantial and protracted, visibly demonstrable manifestations of mental distress.
- (3) If pertinent, the witness shall be permitted the use of dolls or mannequins, including, but not limited to, anatomically correct dolls or mannequins, to assist the witness in testifying on direct and cross-examination.
- (4) A witness who is called upon to testify shall be permitted to have a support person sit with, accompany, or be in close proximity to the witness during his/her testimony. A notice of intent to use a support person shall name the support person, identify the relationship the support person has with the witness, and shall give notice to all parties to the proceeding that the witness may request that the named support person sit with the witness when the witness is called upon to testify during any stage of the proceeding. The notice of intent to use a named support person shall be served upon all parties to the proceeding. The controlling board shall rule on any objection to the use of a named support person prior to the date at which the witness desires to use the support person.
- (5) In a hearing under this section, all persons not necessary to the proceeding shall be excluded during the witness's testimony.
- (6) This section is in addition to other protections or procedures afforded to a witness by law or court rule.
- (7) This section applies to hearings beginning on or after January 1, 1988.
- (8) This section shall take effect January 1, 1988.

38.105 Necessary Reduction In Personnel, First Vacancy

Sec. 5 For a period of 3 years after the effective date of the termination of the teacher's services, a teacher on continuing tenure whose services are terminated because of a necessary reduction in personnel shall be appointed to the first vacancy in the school district for which the teacher is certificated and qualified. However, for a teacher on continuing tenure in a school district whose services were terminated before the effective date of the amendatory act that added this sentence, the teacher's right under this section to be appointed to the first vacancy in the school district for which the teacher is certificated and qualified shall continue for a period of 3 years after the effective date of the amendatory act that added this sentence. This section does not prevent a school district from re-employing after the 3-year period specified in this section a teacher described in this section who was previously employed in that school district.

**APPENDIX B
GRIEVANCE REPORT FORM
KALKASKA EDUCATION ASSOCIATION**

Grievance Number _____

Kalkaska Public School District

DISTRIBUTION OF FORM:

Submit to Principal/Supervisor
in duplicate

1. Superintendent
2. Principal/Supervisor
3. Association
4. Grievant

Building	Assignment	Name of Grievant	Date Filed
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STEP I

A. Date cause of Grievance occurred: _____

B. 1. Statement of Grievance: _____

2. Relief Sought: _____

Signature (Grievant/Association) Date

C. Disposition by Principal/Supervisor: _____

Signature of Principal/Supervisor Date

D. Disposition of Grievant and/or Association/Union: _____

Signature of Grievant/Association Date

(Attach additional pages as needed.)

STEP II

A. Date received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature of Superintendent Date

C. Position of Grievant and/or Union/Association: _____

Signature of Grievant/Association Date

STEP III

A. Date submitted to Arbitration: _____

B. Disposition & Award of Arbitrator: _____

Signature of Arbitrator

Date

Note: All provisions of Article _____ of the Agreement dated _____ 19____, will be strictly observed in the settlement of grievances.

APPENDIX C
Employee Personnel Information Sheet and Yearly Contract

Basic Employee Identification

Employee Number:
 Name:
 Office Address:
 Base Organization:
 Main Assignment: Teach
 Home Address:

Placement of Salary Schedule	Teach	Salary	
Do you expect to qualify for a lateral movement next school year?		Yes	No
How many pay periods do you prefer?		26	20
Do you want a sports pass?		Yes	No

Payroll Information

Tax Information

Taxing Jurisdiction	US	MI
Marital Status:		
Number of Exemptions:		

Other Payroll Information

Date hired:

Background Information

Birth Date:	Sex	Spouse
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Education:	School	Degree	Year	Additional Hours	Major	Minor
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Areas of Experience or Special Training:

Date of TB Tests:
 Teaching Certificate or Expiration Date:
 Credit for Previous Years:

Your signature below indicates that this information is correct and will abide by the terms of the Master Agreement between the Kalkaska Education Association and the Kalkaska Board of Education.

**APPENDIX D
EXTRA CURRICULAR CONTRACT**

This Agreement entered into on _____ between the Board of Education
(Date)

and _____ for the period of one year to perform services consisting of
(Name)

_____ at _____
School. For these duties the Board agrees to pay _____ for the _____
(Amount)

school year. The teacher agrees that payments for these duties shall not comprise a part of the basic teaching contract and that these duties shall be fulfilled at the conclusion of the said school year.

_____ Years experience in activity

_____ Divide my extra duty pay equally by the remaining pay periods in the school year beginning with the first pay period after contracted duties begin.

_____ Payment in total at the end of the season or activity in accordance with established payroll out-off dates.

_____ Building Principal
Signature

_____ Superintendent (or designee)
Signature

_____ Teacher
Signature

**APPENDIX E
KALKASKA PUBLIC SCHOOLS
APPLICATION FOR EXTENDED SICK LEAVE**

Employee's Name _____ Date of Birth _____

Building/Assignment _____ / _____

First work day lost due to THIS disability _____

Nature of Medical Disability _____

Employee's Signature _____ Date of Application _____

VERIFICATION BY PHYSICIAN

I have examined the above named employee of the Kalkaska Public Schools and I verify that for medical reasons, he/she is unable to work.

Date approved to return to work (if known) : _____

Physician's Signature

Date

For Office Use Only

Employee's Year of Service _____ ESL Scale _____

LTD Eligibility Day _____ Days Approved _____

Date returned to work _____ Approval _____

APPENDIX F
SEPARATION *

15 years	\$25,665.00
16 years	\$27,376.00
17 years	\$29,087.00
18 years	\$30,798.00
19 years	\$32,509.00
20 years	\$34,220.00
21 years	\$35,931.00
22 years	\$37,642.00
23 years	\$39,353.00
24 years	\$41,064.00
25 years	\$42,775.00
26 years	\$44,486.00
27 years	\$46,197.00
28 years	\$47,908.00
29 years	\$49,619.00
30 years	\$51,330.00
31 years	\$35,000.00
32 years	\$20,000.00
33 years	\$5,000.00

*A staff member obtaining a level of 30 years of experience during an academic year may complete that academic year without penalty.

APPENDIX G
KALKASKA SCHOOL DISTRICT
TEACHER INDIVIDUALIZED DEVELOPMENT PLAN

SUBJECT MATTER CONTENT

- Exhibits sound background and understanding of subject matter for the position.
- Keeps abreast of current theory and practice in field.
- Is able to respond satisfactorily to questions posed by students, either by providing the information or a source for the information.
- Stimulates interest in subject area.
- Uses a variety of teaching and learning techniques designed to serve the differing abilities of students.
- Provides consistently relevant subject content.
- Encourages and respects students' input.
- Uses varied resources appropriately.
- Shares with students the purpose for each assignment and involves students in setting objectives for themselves.
- Bases evaluation on realistic goals for each student.
- Takes into consideration the capability and effort of each student.
- Keeps accurate records.
- Reviews and returns assignments promptly.

MANAGEMENT

- Organizes classroom routine in efficient manner.
- Plans lessons and organizes classroom to maintain order with variety of activities carried on simultaneously.
- Devotes most of time to teaching and learning activities.
- Keeps classroom and equipment in good condition.

- Reports maintenance needs promptly.
- Guides students to share responsibility for care of furnishings and equipment.
- Promotes a friendly atmosphere conducive to learning.
- Makes building and classroom rules known to students.
- Handles student discipline according to building and district policy.
- Deals with students in fair and consistent manner.

RELATIONSHIPS

- Exhibits a positive attitude.
- Exercises initiative.
- Encourages others by attitude.
- Seeks out new ideas.
- Is open-minded.
- Accepts and gives assistance.
- Implements suggestions in professional manner.
- Maintains honest and forthright relationships with all.
- Respects dignity and rights of all people.
- Shows consistent interest in student's academic and social growth.
- Identifies and refers students with problems to appropriate personnel.
- Provides constrictive criticism or ideas for improvement of education.
- Seeks resolution of problems through appropriate channels.
- Observes district policies, rules, regulations and agreement.
- Keeps and promptly turns in reports.

