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MASTER AGREEMENT

1985-90

KINGSLEY AREA SCHOOL

Kingsley Area School

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

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PROFESSIONAL NEGOTIATION AGREEMENT

between

The School District of Kingsley

and

Kingsley Federation of Teachers

ARTICLE I. PREAMBLE

- A. WHEREAS the Board of Education of the Kingsley Area School District (herein referred to as the Board) and the Kingsley Federation of Teachers (hereinafter referred to as the Federation) recognize and declare that the implementation, development, and operation of a high-quality instructional program for the students of this school district is their mutual goal and responsibility, and that the character of such education depends upon the quality and morale of the teaching service, and
- B. WHEREAS this common high purpose may best be achieved by close consultation, mutual respect, and understanding between the Board and the Federation, and
- C. WHEREAS, the Federation recognizes that the Board under law, has the final responsibility for establishing policies for the district, and
- D. WHEREAS the Board recognizes that teaching is a profession and the skills, knowledge, and creative capacities of teachers contribute greatly toward the goal of high-quality schools for the district, and
- E. WHEREAS the laws of the State of Michigan authorize public employees and public employers to enter collective negotiation agreements concerning rates of pay, hours of employment and working conditions.
- F. WHEREAS the majority of the employees covered by this agreement did, in March, 1985, choose the Kingsley Federation of Teachers as the exclusive representative for the purpose of collective negotiations with the Board in respect to rates of pay wages, hours of employment, and other terms and conditions of employment, and

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

ARTICLE II. RECOGNITION

A. Bargaining Agent

The Board recognizes the Federation as the exclusive representative of all the certificated personnel, exclusive of supervisory personnel employed or to be employed by the Board, which hereby designates the Federation to be such by its representatives.

ARTICLE III FEDERATION RIGHTS

- A. The Board agrees to recognize and observe all the rights given the Federation pursuant to Act 379 of 1965, and all other applicable laws.
- B. The Board and the Federation recognize the right of either party to invoke the assistance of the State Labor Mediation Board or a mediator from such public agency.
- C. Prospective teachers shall have the right to confer with the Federation prior to their signing a contract. The names of Federation representatives to contact will be supplied to the hiring agent by the Federation and made available to prospective teachers through the hiring agent.
- D. The Board recognizes the right of the Federation to consult with the Board or Administration on
 - a) Any new or modified fiscal, budgetary or tax programs,
 - b) Construction programs,
 - c) Major revisions of educational policy,
 - d) Any new or innovative programs, including contracted learning
 - e) Any proposal for operational or building millage;
 - f) "Class size"and the Federation shall be given opportunity to advise the Board with respect to the above matters prior to their adoption and/or general publication.
- E. The KFT shall be given the right to meet with the administrator involved to review hiring plans for certified staff and give input. The KFT will provide representation to review credentials of final applicants.
- F. Payroll Deductions. Individuals may assign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Federation. The deduction of membership dues shall be made from the second paycheck each month for ten (10) months beginning in September, ending in June of each year.
- G. The Board shall also make payroll deductions upon written authorization from teachers for annuities, charitable donations, credit union, savings bonds, or any other plan or programs jointly approved by the Federation and the Board.

ARTICLE IV. TEACHER RIGHTS AND RESPONSIBILITIES

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

2. Good teaching extends beyond classroom walls and scheduled hours. Teaching is a profession which requires, among other things, the devotion of extra time to self-improvement and out-of-school time for the preparation of projects, lesson plans, grading of papers, and counseling parents.
3. The Federation and the teachers recognize that teaching is a profession which requires the highest standards of personal conduct from its members.
4. In order to insure continued improvement of the education process in the Kingsley Area School, the Federation and the teachers will assist in the study, revision, updating, and amending of school curriculum.
5. The Federation and the teachers recognize their responsibility to keep themselves informed concerning school programs, and to interpret the school and its program to the community to the best of their ability.
6. The Federation and the teachers recognize their obligation to continue to lend their skill and knowledge in the form of recommendations for textbook selections, teaching materials, and plans for new or renovated buildings.
7. Teachers shall be responsible for the supervision and safety of students in the school building and on the school grounds during the time that these students are directly assigned to the teacher.
8. Teachers are expected to exercise reasonable care of their use of school equipment and shall be responsible for the condition of their classrooms during the time that they are using the classroom or equipment.
9. Teachers shall not leave their class unattended for personal pleasure.
10. Secondary staff agrees to make 28-30 personal documented parental contacts between Nov. 30 and May 30.

B. Vacancies, Promotions, Reassignments and Transfers

1. The Superintendent will give written notice to the president of the Federation or his designee whenever vacancies occur or when a new professional position is to be created. The Federation shall be responsible for the appropriate posting of said notice.
2. Teachers who desire to apply for such vacant positions shall file their application in writing with the Superintendent. The superintendent will acknowledge such applications in writing. It is recognized that the right of selections of personnel to fill said position remains entirely within the discretion of the board.
3. Teachers who desire a transfer or change of assignment may make their desires known on the annual questionnaire or by

letter to the Superintendent of Schools. Such requests will be acknowledged in writing and must be renewed each year.

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

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

C. Board Support of Teachers

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

D. Teacher Evaluation

Board Statement: Evaluation of the effectiveness of teaching is a basic if not the most important function of administration.

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

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

2. The performance of each teacher shall be evaluated in writing by his principal. Each probationary teacher shall be evaluated at least three (3) times during the school year; within one (1) month following his commencement of service, within three (3) months after his commencement of service, and not less than 75 calendar days prior to the end of the school year. Each tenured teacher with 2-10 years experience must be evaluated a minimum of once every 2 years; those with more than 10 years experience must be evaluated a minimum of once every 3 years. All evaluation schedules are minimums and may be made more frequently when the supervisor sees such a need. Any tenured employee who wants to be evaluated more frequently than the minimum, will have it done by making the request in writing to his/her principal.
3. Teacher evaluations shall be made with the full knowledge and cooperation of the teacher and shall be signed by the teacher.
4. A teacher will receive, no later than five (5) working days after his evaluation is made, a copy of that evaluation report which has been prepared by his evaluator. Within the next five (5) working days the teacher has the right to a conference with the evaluator to discuss this report.
5. Mentor System for Probationary Teachers
 - a. The Federation president shall, at the start of the school year, present to each principal, a list of mentor teachers available to serve as a mentor.
 - b. The principal shall appoint a mentor from that list for each probationary teacher on the staff.
 - c. The mentor shall be provided released time for a minimum of three classroom evaluations per year. Each classroom visitation must be followed by a conference with the probationary teacher during common conference time.
 - d. The mentor shall be responsible for submitting one written evaluation of the probationary teacher to the principal prior to March 15. The principal shall use that evaluation as input into his/her evaluation of the teacher.
 - e. The mentor shall be invited to all evaluation sessions between the principal and probationary teacher.
 - f. When a principal identifies a tenured staff member who is having difficulty, the principal has the option to assign a mentor to that staff member under the same provision as spelled out for the probationary teacher.

E. Retirement

Employees are required to retire at age seventy (70). Employees who reach the established retirement age during a contractual period shall be permitted to complete the contract.

F. Release Time

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

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

G. Review of Personal File

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

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

H. Substitute Teachers

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

I. Lesson Plans

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

ARTICLE V. SCHOOL BOARD RIGHTS

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

ARTICLE VI. TEACHING CONDITIONS

A. Calendar

1. The calendar is attached hereto as appendix C, with the express understanding that it is subject to modification at the discretion of the Board in order to provide the one hundred-eighty (180) days of classroom instruction as required by law. Should the board modify the calendar in order to comply with existing rules of the Department of Education, the staff is not entitled to any additional compensation due to this change. If staff members are required to make up days which they have previously worked, they shall be compensated at a pro-rated share of the teacher's current basic salary.
2. The calendars for 1986-87, 1987-88, 1988-89 and 1989-90 shall be mutually agreed at a future date.

B. Working Hours

1. Teachers shall be at their teaching stations at 7:40 A.M. and will remain in the building until 10 minutes after dismissal of students or unless other arrangements are made with their immediate supervisor. When conferences are scheduled with parents or persons interested in the welfare of the child, teachers shall remain until the conference has been completed. Teachers may not be required to hold said conference when one (1) days advance notice has not been given.

2. A teacher shall be expected to attend professional staff meetings when called by the principal. A teacher may place appropriate educationally related items on the agenda for the meeting. The agenda for meetings should be presented to the teacher at least one day in advance of the meeting.
3. All teachers shall be scheduled for a duty-free midday period of at least thirty (30) minutes.
4. All teachers shall be provided no less than 50 minutes duty-free during the school day for the purpose of planning, preparing lessons, student conferences, parent conferences and in-service meetings.

C. Class Size

1. The board agrees to strive for an average class size of 25 pupils per individual section in grades K-2 and for 28 pupils per individual section in grades 3-6.
2. Should the average in any given grade exceed these numbers for more than 30 school days, a committee shall be formed of the teachers from the affected area, the principal and the superintendent. This committee has one month in which to agree to:
 - a) A solution to the problem or b) waive the rule for a set period of time.

Should the committee fail to agree to either of these alternatives, then the board shall add general teacher aide time according to the following:

Less than one pupil above avg.....	0 aide hrs/day
1. 0-1.99.....	1 aide hr/day
2. 0-2.99.....	2 aide hrs/day
3. 0-3.99.....	3 aide hrs/day
4. 0-4.99.....	4 aide hrs/day
5. 0-5.99.....	5 aide hrs/day

3. The aide hours are total for the affected grade level groups and shall be assigned by the principal where he/she sees the need.
4. If the pupil numbers revert to the agreed averages or lower, the added aide time shall be cancelled.
5. In case of failure of an operating millage request, this section on class size shall be held in abeyance until the millage passed.
6. The KFT Ed Committee would meet in mid-May to make specific recommendations regarding K-12 class size referring them to Board Ed Programming Committee for their action.

D. Teacher Assignments

1. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certification or their major or minor field of study.

E. Non-Teaching Duties

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

F. Teaching Facilities, Equipment and Supplies

1. Both parties recognize that the availability of optimum school facilities, equipment and supplies for both student and teacher are necessary to insure the high quality of education that is common goal of the Federation and the Board. The Board recognizes:

- a. That appropriate texts, instructional aids and supplies are the tools of the teaching profession. The parties will confer at least one time each semester for the purpose of improving the selection and use of such educational tools.

The Board undertakes promptly to act upon all joint recommendations thereon made by its representative and the Federation.

- b. That sufficient library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, physical education equipment and other materials deemed as necessary tools of the teaching profession should be provided.
- c. Space should be provided in each classroom in which teachers may safely store instructional materials and supplies.
- d. That a teacher work area containing adequate equipment and supplies to aid in the preparation of instructional material should be made available.

2. Teachers will be informed as soon as possible as to the disposition of their requisitions for supplies, materials, and equipment by their principal.

ARTICLE VII INDIVIDUAL CONTRACTS

- A. All individual contracts between the Board and individual teachers shall be subject to and consistent with the terms and conditions of this Agreement, and any individual contract

hereafter executed shall be expressly made subject to and consistent with terms of this or subsequent Agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.

B. All individual contracts will:

1. State the beginning and ending dates of contract.
2. Indicate the amount of salary to be paid.
3. Indicate whether the teacher is a probationary or tenure teacher.
4. Offer twenty-six (26) salary payments.
5. Contracts will be issued simultaneously to all teachers.
6. Contracts will be issued within 15 days of the completion of negotiations.
7. Contracts not returned, or returned unsigned, 15 calendar days following issuance, will indicate nonacceptance on the part of a teacher, and the position is automatically declared vacant. An applicant may then apply for the position. Teachers having tenure and intending not to return shall terminate their contracts in accordance with the tenure act to be considered for recommendation by this Board.

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

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

ARTICLE VIII LEAVES

A. Procedure upon the use of leave:

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

B. Sick Leave

1. Ten days of sick leave will be granted each year accumulative to 180 days.
2. Sick leave is basically an insurance and covers illness, disability procedures, injury, or unavoidable quarantine of teacher. Routine health examinations, dental appointments, or surgical procedures which might appropriately be scheduled during vacation periods shall not be covered.
3. Illness in the Family

- a. Each employee shall be entitled to use three (3) of his sick leave days per year for sickness in the immediate family. For this use immediate family is defined as spouse and children. An employee may not use his business time for this purpose.
 - b. An employee may use additional sick leave days for sickness in the immediate family only with specific approval of his supervisor.
 - c. At the employees option, the costs of a sitter may be reimbursed at the board's expense, to cover illness in the family. In such instances this will count as a sick day used and towards the maximum days allotted for sickness in the family. Reimbursement shall be at a prevailing wage and shall not exceed the daily rate of a substitute teacher.
4. A statement will be presented to each teacher at the beginning of the school year showing accumulated leave.
 5. If the employee terminates his service before the end of the contract term, a deduction will be made at the time the service terminates for all sick leave used in excess of leave earned.
 - a. The parties jointly acknowledge that abuse of sick leave has a deleterious effect on the education of children and therefore mutually pledge to dissuade the teaching staff from improper use of sick leave. Should the administration become aware of circumstances which it believes is an abuse of sick leave, the teacher(s) in question may be called on by an administrator to satisfactorily explain the circumstances.

The Federation will be notified of such hearing and will send a representative to the hearing to reaffirm the first sentence of this paragraph. Should the administrator determine that discipline is in order, the Federation representative shall be notified of same. It is expected that the Federation will face up to its responsibility and not pursue grievances which are unmeritorious or based on political expediency.

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

6. Rights Saving Clause

Any teacher whose personal illness extends beyond the period compensated for shall be granted a leave of

absence without pay for such time as is necessary for complete recovery from such illness. Verification by the personal physician shall be required in determination of a teacher's recovery from such illness. Verification by the personal physician shall be required in determination of a teacher's recovery from such illness before returning to his position.

C. Business Leave

1. Two (2) days business leave shall be granted each year at full pay. These shall be independent of all other leave days and noncumulative. Approval of the Administration is not required for usage of this leave.
2. The intent of this leave is to make it possible for teachers to be absent for business matters which cannot be taken care of during their own time. This leave is not to be used for personal pleasure, profit, extended vacations, visiting, or simple convenience. Business days may not be used on the day immediately preceding or following a vacation, unless permission is granted by the administration.
3. Employee will give 24 hours notice for use of business leave, except in case of emergency.
4. The board will buy back, at subs pay, one (1) business day per year, in the last week of September, at employees discretion.

D. Involuntary Leave

1. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal, shall turn over the pay received for the performance of such obligations to the administration and shall be paid the contract wage for said days. If however, he is a witness in a suit in which he is personally involved he will receive no pay other than that provided for under Business Leave.

E. Military Leave

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

F. Bereavement Leave

1. For purposes of bereavement leave, immediate family

shall be defined as spouse and child; secondary family shall be defined as father, mother, father-in-law, mother-in-law, extended family shall be defined as teacher's or spouses sister, brother, grandmother, grandfather or grandchildren. Teachers will be granted leave without loss of pay of not more than 5 days in case of death in the immediate family, 3 days in case of death in the secondary family and 3 days in case of death in the extended family.

2. For a death in the immediate or secondary family the employee may use Sick leave to extend bereavement leave, at the employer's discretion.

G. Maternity Leave

1. A pregnant teacher may commence said maternity leave at her option, however it is the teacher's responsibility to notify the administration as soon as possible as to the length of leave and the beginning date of the leave.
2. Such leave may be for a period of one full school year and may be renewed at the discretion of the Board for an additional school year.
3. To qualify for such leave the teacher must have been employed for a minimum of two consecutive school years.

H. Federation Leave

The KFT will receive 4 association days per year (or 32 hours) to be used by the 5 officers of the KFT at KFT discretion. Sub pay for this leave is to be paid by KFT.

I. Professional Leave

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

J. Extended Leaves

1. Sabbatical Leave

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

K. Additional Leave

The Board shall have the prerogative to grant additional leave or other leaves not covered in the Master Agreement

when such leaves would be in the best interest of the school system, teacher, or both.

ARTICLE IX PROFESSIONAL COMPENSATION

A. Salary Schedule

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

B. Terminal Pay

Teachers who terminate their employment after 7 years of service in the system shall be paid at a rate of \$15 per day for each leave day accumulated during their employment with the system. In case of death, terminal pay due the employee shall go to the beneficiary.

C. Transfer of Credit

Teachers in the district shall receive no more than five (5) years credit for prior certified teaching experience. However, the Board is not required to grant full credit for teaching experience in other schools to incoming teachers.

D. Extra Duty Assignments

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

ARTICLE X PROFESSIONAL GRIEVANCE PROCEDURES

A. Definition of a Grievance

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

The following matters shall not be the basis of any grievance filed under the procedure outlined in this article:

- x
- a) The termination of services of failure to re-employ any probationary teacher.
 - b) The content of any evaluation.
 - c) The placing of a non-tenure teacher on a third year of probation.
- B. The Federation may invoke the formal grievance procedure by submitting the grievance on a form designated for that purpose. This form shall be available from the grievance chairman. A copy of the grievance form shall be delivered to the principal.
- C. In the event that a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal either personally or accompanied by the grievance chairman. The grievance must be filed within twenty (20) calendar days of the violation, misinterpretation, or misapplication.
- D. Within five (5) calendar days of receipt of the grievance, the principal shall meet with the Federation grievance chairman in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within five (5) calendar days of such a meeting, and shall furnish a copy thereof to the grievance chairman.
- E. If the Federation is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) calendar days of such a meeting (or ten calendar days from the date of filing, whichever shall be later) the grievance shall be transmitted to the superintendent. Within seven (7) calendar days the Superintendent or his designee shall meet with the Federation on the grievance and shall indicate his disposition of the grievance in writing with five (5) calendar days of such meeting and shall furnish a copy thereof to the Federation.
- F. If the Federation is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within five (5) calendar days of such meeting (or ten calendar days from the date of filing, whichever shall be later) the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board. The Board, no later than its next regular meeting or within two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) calendar days thereafter. A copy of such disposition shall be furnished to the Federation.

- G. If the decision of the Board is not satisfactory to the Federation, the grievance may be submitted to arbitration before an impartial arbitrator. A list of seven (7) possible arbitrators will be obtained through the American Arbitration Association. If the parties cannot agree as to the arbitrator from among the 7 within fifteen (15) calendar days from the receipt of the list, then the Board and the Federation will alternately cross a name from the list, with the Board doing so first. The last name remaining on the list shall be the arbitrator, who shall have no power to alter, add to, or subtract from the terms of this agreement. The decision of the arbitrator shall be binding on both parties.
- H. The parties must meet at a mutually scheduled date prior to the arbitration hearing.
- I. All costs associated with arbitration are to be shared equally by the Board and the Federation.
- J. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- K. If an individual teacher has a personal complaint which he desires to discuss with a principal, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Federation and opportunity for the grievance chairman to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this agreement.
- L. All documents, communications, and records dealing with a grievance shall be filed separately from the personal files of the participants.
- M. It shall be the general practice of all parties to process grievance procedures during times which do not interfere with assigned duties; provided, however, in the event it is mutually agreed by the aggrieved person, the Federation, and the Board to hold proceedings during regular working hours, a teacher participating in any level of the grievance procedure on his own behalf or on the behalf of the Federation, with any representative of the Board, shall be released from assigned duties without loss of salary.

ARTICLE XI DISCIPLINARY ACTION

- A. A teacher shall at all times be entitled to have present a representative of the Federation when he is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. When

a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Federation is present. Such action shall take place within 5 working days of the request.

- B. Whenever a teacher is in violation of any part of this agreement a notation of this violation and the disciplinary action shall be included in the teacher's personal file. A duplicate copy of this notation shall be given to the teacher within three (3) school days of the violation. The teacher shall have the opportunity to permanently attach a rebuttal to any notation of a contract violation, however such rebuttal must be attached within seven calendar days (of the issuing) of the original notation.

ARTICLE XII NEGOTIATION PROCEDURES

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

negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

ARTICLE XIII NO STRIKE CLAUSE

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

ARTICLE XIV AGREEMENT CONTRARY TO LAW AND MATTERS CONTRARY TO AGREEMENT

- A. If any provision of this Agreement or any application of the Agreement, to any employee or group of employees, shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

ARTICLE XV REDUCTION IN PERSONNEL

- A. It is recognized that under certain circumstances it may become necessary to affect a reduction of certificated personnel. When such circumstances prevail, the terms of this article shall take effect.
- B. In such case the following procedure shall be used:
 - 1. All staff members shall be granted seniority equal to the number of years the person has been in a position requiring a teacher certificate in the school system.
 - 2. Seniority shall be the primary consideration in the lay-off of any teacher, providing that the following conditions are met:
 - a. Teachers must be kept within levels of certification.
 - b. Secondary teachers have seniority rights only in subject matter positions for which they have college major or minor preparations.
 - c. A secondary teacher with a major in a teaching area shall have priority over one with a minor.

- d) Certified personnel in the elementary shall have seniority rights in all grades, K-6, providing they have tenure in this school system.
 - e) In the event that two teachers with the same seniority shall qualify for one position, then administrative evaluations shall be the deciding factor. It shall be the responsibility of the administration to determine which evaluations are superior.
 - f) A non-tenured elementary teacher shall have seniority rights only in the grade that he/she is teaching plus one grade above and one grade below his/her present grade level.
- C. The Board will further use their best efforts to assist all teachers terminated for lack of employment to secure employment in adjacent school districts.
 - D. No teacher shall be laid off pursuant to a necessary reduction in personnel unless he has been given a written notification of said action and an opportunity for a hearing before the school board.
 - E. In the event of lay-off, the Board will institute a recall procedure which, when implemented, will insure teachers that they will be recalled in the reverse order of lay-off.
 - F. Any probationary employee who is laid off for more than two years shall lose seniority and recall rights, except that: a) This clause does not apply to those regularly employed by the school as of the beginning of this contract, and b) Any person who is employed as a third-year probationary employee shall be on layoff three years before losing seniority and recall rights, c) Any person on layoff as of the ratification of this contract shall be on layoff for 4 years total (from the date of layoff) before losing seniority rights.

ARTICLE XVI MISCELLANEOUS PROVISIONS

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

ARTICLE XVII DEFINITIONS

- A. Wherever the term "Teacher" is used it is to include any member or members of the bargaining unit.
- B. Wherever the singular is used it is to include the plural.
- C. Wherever the term "Board" is used it shall mean the Board of Education of the Kingsley Area School District, and shall include its designee upon whom the Board has conferred authority to act in its place and stead.
- D. Wherever the term "Superintendent" is used it shall mean the Superintendent of Schools and shall include his designee upon whom the Superintendent has conferred authority to act in his place and stead.
- E. Wherever the term "Principal" is used it is to include the administrator of any work location or functional division or group.
- F. Wherever the term "this Agreement" is used it shall mean the Agreement itself, together with all appendices incorporated there in by reference.
- G. Wherever the term "Federation" is used it shall mean the Kingsley Teachers Federation and shall include its designee upon whom the Federation has conferred authority to act in its place and stead.
- H. Wherever the term "District" is used it shall mean the Kingsley Area School District.

ARTICLE XVIII DURATION OF AGREEMENT

This Agreement shall be effective immediately upon ratification by both the KFT and the Kingsley Area School Board and shall continue in effect until the 1st day of September 1990.

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

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

FOR THE FEDERATION

By _____
President

By _____
Secretary

By _____
Treasurer

By _____
Negotiator

FOR THE BOARD

By _____
President

By _____
Secretary

By _____
Treasurer

By _____
Negotiator

APPENDIX A

1985-86

STEP (exp)	BA	BA+20 +317	MA	MA+15 +317
0	15,870	16,186	16,681	16,998
1	16,566	16,883	17,415	17,732
2	17,263	17,580	18,148	18,465
3	17,960	18,277	18,880	19,197
4	18,659	18,976	19,613	19,930
5	19,355	19,672	20,349	20,666
6	20,054	20,371	21,083	21,400
7	20,752	21,069	21,815	22,132
8	21,448	21,765	22,547	22,864
9	22,146	22,463	23,281	23,598
10	22,842	23,159	24,016	24,333
11	23,541	23,858	24,750	25,067
12	24,237	24,554	25,481	25,798
13-16	24,554	24,871	25,798	26,115

1986-87

STEP (exp)	BA	BA+20 +336	MA	MA+15 +336
0	16,821	17,157	17,682	18,018
1	17,560	17,896	18,460	18,796
2	18,299	18,635	19,237	19,573
3	19,038	19,374	20,013	20,349
4	19,779	20,115	20,790	21,126
5	20,516	20,852	21,570	21,906
6	21,257	21,593	22,348	22,684
7	21,997	22,333	23,124	23,460
8	22,735	23,071	23,900	24,236
9	23,475	23,811	24,678	25,014
10	24,213	24,549	25,457	25,793
11	24,953	25,289	26,235	26,571
12	25,691	26,027	27,010	27,346
13-16	26,027	26,363	27,346	27,682
17-20	26,363	26,699	27,682	28,018

Longevity Steps

To be implemented as follows:

- 1985-86 step for 13-16 years at 2% of base.
- 1986-87 step for 17-20 years at 2% of base.
- 1987-88 step for 21+ years at 2% of base.

1987-88; 1988-89 and 1989-90

The salary scales from the prior year shall be increased on each step by an amount equal to percentage that the state aid formula is improved (using the gross revenue per pupil and using not less than 23.53 mills). The minimum percentage increase shall be 5.5% and the maximum shall be 8.0%.

A. Criteria for Advanced Pay Scales

- a. To be placed on any advanced pay scale the teacher must provide verification via official transcripts by October 1 of that school year. The scale that the employee qualifies for as of October 1 of any given year is the scale they shall be on for that entire year.
- b. College credits earned for being placed on any advanced salary schedule must be evaluated by the supervisor and must meet the following criteria in order to be accepted for placement on the new scale:
 - 1. Must be graduate credits
 - 2. In areas of certification or towards an additional teaching area as approved by the supervisor.
 - 3. In teaching methodology as approved by the supervisor.

B. The Board agrees to provide the equivalent of MESSA Super Med 1 (Benefit Level as of 6-30-85) Health benefits for the employee, employee's spouse, and children, incorporating the following features:

- 1. The Board will pay any difference between reasonable and customary costs and what the employee is charged for hospital costs (applies only to costs billed by hospital).
- 2. The Board will provide \$10,000 life insurance per employee.
- 3. The Board will cover the \$10,00⁰-\$12,000 window.
- 4. The Board will provide 50/100 deductible.
- 5. The board will provide LTD (2/3 pay after 120 days).
- 6. The Board will provide a selective option package.

At the end of 2 years and periodically thereafter a committee consisting of the superintendent and a KFT representative will evaluate the insurance, with the option of re-negotiating insurance by mutual agreement.

Employees not wishing health care protection may apply the cost of health coverage for a maximum of \$86.90 per month toward the Selective Option package available.

C. Dental

The board shall provide at no cost to the employee the SET 50-50-50 Dental Plan with incentives as accepted during the negotiating session of March 16, 1983.

D. Any amount allowed towards insurance may not be paid to a teacher in cash.

APPENDIX C

1985-86

Calendar

- Sept. 3 - Staff Work Day
- Sept. 4 - First Day of School
- Nov. 6 - Dismiss 1:00 - Conferences 1:15-3:15
- Nov. 7 - Dismiss 1:00 - Conferences 1:15 - 5:00; 6:00-8:00
(or until completed)
- Nov. 8 - No School - Conferences A.M.
- Nov. 15 - No School - Deer Hunting
- Nov. 28 - 29 - Thanksgiving Vacation
- Dec. 23 - Jan. 3 - Christmas Vacation
- Jan. 23 - Dismiss 1:40; High School Exams
- Jan. 24 - No School - Teacher Work Day
- Mar. 6 - Dismiss 1:00; Conferences 1:15 (Elementary)
- Mar. 28 - April 4 - Easter Vacation
- May 26 - No School - Memorial Day
- June 12 - Dismiss 1:40 - High School Exams - Last Day of School
- June 13 - Staff Work Day

MEMBERSHIP DAYS

Sept.	19
Oct.	23
Nov.	17
Dec.	15
Jan.	19
Feb.	20
Mar.	19
Apr	18
May	21
June	9

APPENDIX D

VERIFICATION OF LEAVE

Name: _____

Date(S) _____

A. Sick Leave _____

The contract prohibits use of sick leave for "Routine health examinations, dental appointments, or surgical procedures which might appropriately be scheduled during vacation periods", but sick leave can be used for illness, disability, injury or unavoidable quarantine.

B. Illness in Family _____

The contract limits use of this leave to sickness of spouse or children.

C. Business Leave _____

The contract limits this leave to use for business matters which cannot be taken care of during the Employee's own time. It may not be used for personal pleasure, profit, extended vacations, visiting, or simple convenience nor on a day immediately preceding or following a vacation, unless permission was granted by the Administration.

D. Witness or Jury Duty _____

The contract prohibits usage of this leave to act as a witness in a non-job related suit in which you are personally involved.

E. Bereavement Leave _____

The contract limits usage of this leave to death of Employee's spouse, Employee's or his/her spouse's mother, father, sister, brother, son, daughter, grandmother, grandfather, or grandchildren.

F. Unpaid Leave _____

G. Field Trips, Conferences, Athletic Events, etc. _____

I verify that the usage of leave is in accordance with the Master Agreement.

Signature

APPENDIX E

Lesson Plan Guidelines

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