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Teasley Community Schools

MASTER AGREEMENT

1986-1989

KEARSLEY COMMUNITY SCHOOL DISTRICT

AND THE

KEARSLEY EDUCATION ASSOCIATION

PREAMBLE

This agreement entered into this twenty-fifth day of August, 1986, by the Board of Education at the Kearsley School District in the city of Flint, Michigan, hereinafter called the "Board" and the Kearsley Education Association, MEA-NEA, hereinafter called the "Association."

WITNESSETH

Whereas the Board and the Association recognize and declare that providing a quality education for the children of Kearsley Community Schools is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

Whereas the members of the teaching profession are particularly qualified to assist in formulating programs designed to improve educational standards, and

Whereas the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representatives of its teaching personnel with respect to hours, wages, terms and conditions of employment.

MADE AND SIGNED AT FLINT, MICHIGAN
THIS 25TH DAY OF AUGUST, 1986
BY THE BOARD OF EDUCATION
AND THE KARSLEY EDUCATION ASSOCIATION

In consideration of following mutual covenants, it is hereby agreed as follows:

ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all regularly employed professional personnel certified by the Michigan State Board of Education, but excluding supervisory and executive personnel and office and clerical employees. The term "Teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as defined above, and reference to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with or recognize any teacher organization other than the Association for the duration of this Agreement.

ARTICLE II - PROFESSIONAL DUES

- A. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board, a form authorizing deduction of membership dues or assessments of the Association. Such sum shall be deducted as dues from the regular salaries of these teachers and remitted not less frequently than monthly to the Association. Lump sum payments must be made by October 1 every year.

- B. It is recognized that the proper negotiation and administration of collective bargaining agreements entail expense which is appropriately shared by all teachers who are beneficiaries of such agreements. To this end, in the event a teacher shall not join the Association and execute an authorization for dues deduction, such teacher shall, as a condition of continued employment by the Board execute an authorization for the deduction of a sum equivalent to the dues and assessments of the Association, which sum shall be forwarded to the Association. However, if by the end of the semester the teacher or teachers receiving the termination notices shall then be engaged in pursuing any legal remedies contesting the discharge under this provision before the Michigan Tenure Commission or a court of competent jurisdiction, such teacher's services shall not be terminated until such time as such teacher or teachers have either obtained a final decision as to the validity or legality of said discharge, or said teacher or teachers have ceased to pursue the legal remedies available to them by not making a timely appeal of any decision rendered in said matter by the Michigan Tenure Commission or a court of competent jurisdiction.
- C. The procedure in all cases of discharge for violation of Article II B shall be as follows:
1. The Association shall notify the teacher of non-compliance by registered mail, return receipt requested. Said notice shall detail the non-compliance, and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge will be filed with the Board in the event compliance is not affected.

2. If the teacher fails to comply, the Association shall file charges, in writing with the Board, and shall request termination of the teacher's employment. A registered letter from the Association's agent will state steps the Board of Education is to take in compliance with this termination.
 3. Upon receipt of said charges and request for termination, the Board shall conduct a hearing on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Teacher Tenure Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn.
 4. Termination of services for non-compliance may be no later than the end of the current semester.
- D. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding Article II, A - C of this Master Agreement. The Association further agrees to indemnify the Board for any costs, back pay, or damages which may be assessed against the Board as the result of said suit or action subject, however, to the following conditions:
1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.

2. The Association, after consideration with the Board, has the right to decide how to defend said action, or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section, or the defense which may be assessed against the Board by any court or tribunal.
3. The Association has the right to choose the legal counsel to defend any said suit or action.
4. The Association shall have the right to compromise or settle any claim made against the Board under this section.

ARTICLE III - EFFECT OF AGREEMENT

- A. This Agreement shall supercede any rules, regulations or practices of the Board which shall be contrary to, or inconsistent with its terms.
- B. 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 or regulations of the Michigan State Board of Education, then such provision or application shall be deemed null and void except to the extent permitted by law. All other provisions or applications of this contract shall continue in full force and effect.
- C. Any contract between the Board and an individual teacher shall be expressly subject to the terms and conditions of this Agreement.

- D. Any individual contract hereafter executed shall be in a written format agreed upon by both parties and shall be expressly made subject to, and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Master Agreement, the Agreement, during its duration, shall be controlling.
- E. Copies of the Agreement entitled "Master Agreement between the Kearsley Community School District and the Kearsley Education Association, M.E.A.-N.E.A." shall be printed at the expense of the Board and one copy provided for each teacher. The Association will pay the Board of Education at the rate as established at the time of printing for any additional copies of the Master Agreement the Association would request.
- F. The Board of Education shall be responsible for printing this Agreement and the Association shall be responsible for the distribution of this Agreement.
- G. There shall be three signed copies of the final agreement for the purpose of record. One retained by the Board, one by the Association, and one by the Superintendent.
- H. 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 amendments to this Agreement. The approved minutes of the negotiation sessions shall be used to clarify this Master Agreement.

- I. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties, and no departure from any provision of this Agreement by either party, or by their officers, agents, or representatives, or by members of the bargaining units, shall be construed to constitute a continuing waiver of the right to enforce such provision.
- J. This Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined.
- K. The calendar for each year shall be in accordance with the State law for State aid reimbursement. The calendar shall be set forth in Appendix A 1986-1987; 1987-1988; 1988-1989; and 1989-90.
- L. During the month of August each teacher shall meet once with his principal to complete payroll forms, discuss curriculum changes and complete other preparations prior to school opening. Each teacher should plan to make a minimum of four hours available for this purpose. The principal or designee will be available on appointment basis during regular business hours 10 days prior to the first teacher work day of the new school year.

ARTICLE IV - TEACHER RIGHTS

- A. The Association and its members shall schedule the use of school building facilities for meetings, in accordance with Board policy. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association, either on or off school premises.

- B. The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards which shall be provided in each teacher lounge. The Association may use the district mail services and teacher mail boxes for communications to teachers.
- C. Disciplinary interviews and reprimands will be conducted in private. Both parties will, however, have the right in all instances to request the presence of an Association representative and/or another administrator. If the representative requested is from outside the building, the meeting will be held after school on that day. This time limit may be extended by written mutual agreement.
- D. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status.
- E. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that any employee covered in this Agreement shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment, by reason of his membership in collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement.

- F. Any complaint by a parent or a student directed toward a teacher shall be promptly called to the teacher's attention if it is to become a matter of record.
- G. If at the Elementary level as a result of a parental complaint it is proposed that a student be placed in a different classroom, prior to a final decision, both sending and receiving teachers shall discuss the pedagogical wisdom of such move and make a recommendation to the administration.

ARTICLE V - TEACHER RESPONSIBILITIES

- A. A teacher who resigns prior to the school year shall make every effort to submit her/his resignation no later than August 1.
- B. Any violation of responsibilities outlined in this contract shall be judged sufficient ground for appropriate disciplinary action by the Board of Education.
- C. Teachers shall be held accountable for school materials, equipment and facilities while under their supervision and shall properly store such school property in facilities provided by the school.
- D. Teachers shall be responsible for the supervision of all students during the school day.
- E. Teachers shall keep accurate records of attendance, grades and class counts and should respond in timely fashion to reasonable requests for relevant information.

- F. For the duration of the Master Agreement, the Association will not engage in, authorize, encourage, either directly or indirectly, any concerted interruption of education activities due to a cessation, withdrawal, or withholding of services in any manner or form, either in whole or in part, by members of the bargaining unit for any reason and no officer or representative of the Association or member of the bargaining unit shall be empowered to provoke, instigate, cause, participate in, assist, encourage or prolong any such prohibited activity.
- G. Teachers shall be responsible to refer students who are experiencing difficulties in class.
- H. The Association shall designate a teacher in each school building as the Association Representative (A.R.) to meet with the principal. The principal and A.R. shall meet at the request of either party for the purpose of reviewing the administration of the contract and to resolve problems which may arise. These meetings are not intended to bypass the grievance procedure.

ARTICLE VI - BOARD RIGHTS AND RESPONSIBILITIES

- A. It is recognized by all parties hereto that 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 of the United States.

- B. A handbook of current Board policies shall be prepared by the Board and a copy made available in each building.
- C. The Board agrees to make available to the Association in response to reasonable requests from time to time, all available information as prescribed by law.

ARTICLE VII - JOINT RESPONSIBILITIES

- A. The rights and responsibilities exercised by the Board and Association shall be in conformity with the provisions of this Agreement.
- B. The Board and Association shall continue to cooperate in improving the selection and use of the tools of the teaching profession.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. 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.

ARTICLE VIII - TEACHER EVALUATION

- A. The Association recognizes that the Board has a responsibility to observe and evaluate the performance of a teacher and to hold a conference with the teacher to explain its views of his work performance.

B. Definition of terms used in this Article:

1. Administrator: Principal, Deputy Principal, Assistant Principal, Dean of Students, and Curriculum Director. (First evaluation is to be done by immediate supervisor)
2. Evaluation: The process by which all observation of a teacher's work performance shall be conferred about and is recorded for signature and file.
3. Observation: A means by which data is collected openly with the knowledge of the teacher, about all functions a classroom teacher performs in his relationship with students, other staff members and parents. The primary contribution to an evaluation system is observation based upon a classroom visitation for the purpose of directly assessing the teacher's performance. For the purpose of classroom observation there shall be a minimum of 30 minutes observation, 20 of which shall be continuous.

C. Procedure:

1. Notification:

The principal shall inform the teacher of the evaluation process and procedures prior to the first observation. A pre-evaluation conference shall be held between the evaluator and the teacher before the first observation so that the evaluator can be appraised of the teacher's goals, objectives, methods and materials.

2. Input to Principal's Evaluation

a. Student Input: (Optional)

Each teacher in grades 6-12 will be evaluated by two (2) sections of their students. The results of the student evaluation will be used by the teacher for self evaluation. The teacher may share his student evaluations with his principal as additional input for the principal's evaluation.

b. Department Chairperson Input:

All teachers will be evaluated by their department chairperson, using the Classroom observation Summary areas 7-24. Elementary Curriculum Council representatives will provide this input at the elementary and middle school level. The results of these evaluations will be used as additional input for the Building Administrator's evaluation and will not become a part of the teacher's permanent file.

3. Second Opinion:

Teachers receiving an unacceptable rating of 2.9 or less may request an evaluation by a second administrator selected by the teacher. Secondary teachers may select secondary administrators...elementary teachers may select elementary administrators. Teachers at the Middle School level will be evaluated by an administrator corresponding to the teacher's certification level. When possible, the administrator will be selected from another building.

4. Instructional Support Council:

Teachers receiving an unacceptable rating of 2.9 or less on their final evaluation will be referred to an Instructional Support Council comprised of one central office administrator, one building administrator, one department chairperson and one classroom instructor. This council will provide and guide inservice training for all teachers receiving an unacceptable rating for a period not less than one school year. Additional follow-up help will be given to teachers after the initial one year period when the council or teacher feel it is necessary. Teachers receiving assistance from this council during the first year will not be subject to an Article VIII, D freeze and will be evaluated on the same schedule as probationary teachers.

5. Evaluation of Probationary Teachers:

- a. Shall be evaluated not less than once per probationary semester, based in part, on at least one (1) classroom observation.
- b. At least one (1) classroom observation shall be made during each semester of employment while in a probationary category. A written copy of that classroom observation summary will be provided to the teacher within ten (10) school days after the 20 continuous minute visitation.

- c. First semester evaluations shall be completed by December 15. Second semester evaluations shall be completed by May 1.

6. Evaluation of Tenure Teachers:

- a. Shall be evaluated at least once every three school years based in part on at least one (1) classroom observation. A written copy of the classroom observation summary will be provided to the teacher within ten (10) school days of the 20 continuous minute observation.
- b. Teachers shall be conferred with within 10 school days after the 20 minute observation.
- c. Evaluations of tenure teachers shall be completed by May 1 of the year in which they are evaluated.

7. Evaluation Copies:

- a. Two copies of the evaluation shall be given to the teacher.
- b. The teacher shall sign all copies of the written evaluation to indicate he has read the document for distribution and file.
- c. The teacher shall return within three (3) school days, two signed copies to the evaluator and be given a signed copy by the principal for the teacher's records.

- d. A teacher may indicate he agrees or disagrees with any portion of the evaluation and state the reasons therefore.
 - e. The evaluation form is set forth in Appendix "C".
 - f. The evaluation of the teacher and the criteria used to evaluate the teacher are not subject to the grievance and arbitration procedure.
 - g. The evaluation procedure is subject to the grievance procedure including arbitration.
 - h. The teacher may do a self evaluation as the first step of the evaluation procedure.
- D. Teachers rated less than satisfactory at the end of a school year, but who have not been recommended for termination, shall be retained at their current experience step. In the case of teachers at the maximum step, they shall be retained at their current salary. A maximum of 1% or two teachers can be affected in any one school year. The decision to restore the teacher to his appropriate position on the schedule or to terminate the teachers' services will be made prior to the end of the school year, following the year the less than satisfactory evaluation was received. No teacher shall be denied his rights under the Teacher Tenure Act.

- E. Each teacher shall have the right, upon request, to review the contents of his own personnel file. A representative of the K.E.A. may, at the teacher's request, accompany the teacher in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such file. Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from such review. The administrator shall remove such credentials and confidential reports from the file prior to the review of the file by the teacher.
- F. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

ARTICLE IX - PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by the Agreement are set forth in Schedule D, which is attached to, and incorporated in, this Agreement. Such salary schedules shall remain in effect from August 25, 1986, through August 31, 1990.
- B. Traveling teachers shall be compensated for driving between schools or other required points of work at the rate allowable by I.R.S. Mileage will be computed from the mutually agreed upon table. Payment will be made at the end of each semester in a separate check.
- C. Teachers shall have the option of a twenty-one (21) or twenty-six (26) equal pays plan through the year. The pay plans shall be continuous every other week.

- D. All authorizations for payroll deductions will be made on one form and shall be available for:
1. Association Dues
 2. U.S. Bonds
 3. United Foundation
 4. Additional MESSA Health, Accident and Life Insurance
 5. Tax-deferred Annuities
 6. Credit Union
 7. Additional Blue Cross/Blue Shield
 8. Washington National
 9. Sick Bank Day
 10. City of Flint Income Tax
 11. Mutually agreed upon plans
- E. Middle School and Senior High School: If a substitute is not secured and a presently employed teacher substitutes during his preparation period, he will be paid one-fifth of the established substitute wage in addition to his regular salary.

- F. Elementary: If a regularly employed teacher takes a class in addition to his own for another teacher, that teacher shall be reimbursed at the established substitute wage in addition to his regular salary. If the classes are divided between two teachers, they shall share the amount equally.
- G. Outside service may be allowed. Prior to signing a contract, a prospective new employee shall be informed in writing that experience credit for salary purposes only may be allowed to the top step of the salary schedule. Such allowed experience credit shall not exceed actual experience. This outside service is limited to:
1. Maximum of two (2) years military service or Peace Corps.
 2. Experience as a certified teacher.
 3. Related experience, other than teaching, limited to six (6) years.
 4. Related areas shall be determined by the Administration, limited to six (6) years.
- H. Salary adjustments due to continued academic training must be confirmed by presenting necessary transcripts before October 1, or March 1, and signed "received" by the Central Office. A written request for any salary adjustment must accompany transcripts. The payment will be retroactive to the beginning of that semester.

- I. To qualify for the B.A. plus 18 graduate hours, M.A. plus 15, or the M.A. plus 30 or Specialist column, the work must be towards a higher degree and/or in the area of education for which the teacher is certified, or in his major field of study. To qualify for a particular column on Appendix D the teacher must have fulfilled the requirements for each preceding column.
- J. Any teacher who dies while in the employ of the Kearsley School District during the duration of this Agreement will leave an estate entitlement in amount of his earned but unpaid salary plus payment of 50% of his accrued sick leave at his existing daily rate.

ARTICLE X - ILLNESS OR DISABILITY LEAVES

- A. At the beginning of the 1986-1987 school year the Association shall be credited with eight (8) days in 1986-1987, nine (9) days in 1987-1988 and ten (10) days in 1988-1989 to be used by teachers who are officers or agents of the Association: such days to be used at the discretion of the Association. The Association agrees to notify the Board no less than two (2) working days in advance of taking such leave. These days will be purchased by the Association at the established substitute wage. The association will be responsible for securing a substitute for such days who is not on the District's master substitute list.
- B. At the end of the first full month of employment, a non-tenure teacher shall be credited with one day's sick leave for that month and one day at the end of each month thereafter and two days at the end of May making a total of ten (10) days a year. The unused portion of such allowance shall accumulate subject to prevailing regulations.

- C. Legitimate and ethical reasons for sick leave are:
1. Illness or physical disability of the teacher.
 2. Illness and/or death in the immediate family which shall include mother, father, mother-in-law, father-in-law, sibling, spouse, children, grandparents, spouse's grandparents, grandchildren, brother-in-law and sister-in-law.
 3. Three (3) personal days of the ten per year, non-accumulative.
 4. Utilization of sick leave other than as described in this paragraph shall result in forfeiture of pay equal to .525% (based upon 190.5 paid days) of gross contracted salary, and may result in other disciplinary measures as appropriate.
- D. At the beginning of each school year, each tenure teacher shall be credited with a ten (10) day sick leave allowance as defined above. The unused portion of such allowance shall accumulate to a maximum of ninety (90) days.
- E. In the event that the service of any teacher is interrupted by reason of discharge, termination, or suspension and said teacher has utilized more sick leave days than have been accumulated on a pro rata basis, then the said days shall be deducted from the Sick Bank.
- F. If a teacher is docked in pay for unearned leave, then later accumulates that number of days for which he was docked, he will receive reimbursement for like amount at the end of that school year.

- G. An employee who is ill the days before and after a holiday will not be docked in pay for that day, nor will that holiday be docked from his sick days if the employee presents a statement from a doctor stating he was ill on the above mentioned days. In the case that an employee is absent due to the illness of a member of his immediate family (as described in Article X, paragraph C2) the same ruling shall apply.
- H. A teacher may be allowed to use personal days before and after a holiday and/or before and after midwinter break at the discretion of his building principal.
- I. Sick leave and personal days may be taken on a half-day basis when emergencies arise.
- J. Personal days shall not be granted on days when there is inclement weather but when school is in session unless those days were approved in advance.
- K. Teachers shall be informed of a telephone number that they may call between the hours of 6:15 - 6:45 a.m. for high school and middle school staff and 6:30 - 7:15 a.m. for elementary staff to report unavailability for work, and to call before school is out that day to verify the succeeding day's availability. If the teacher doesn't call, he will not be permitted to work if a substitute has been hired for a replacement on that day, and the regular teacher will forfeit that day's pay.

ARTICLE XI - SICK BANK

- A. The Sick Bank shall be continued for all tenure teachers in the Kearsley School District. The Sick Bank shall be subject to the following provisions:

1. Each year a tenure teacher shall donate a maximum of one sick day from his accumulated total per year to the Sick Bank.
 2. The Sick Bank Committee shall be responsible to develop the policies of the Bank.
 3. Supporting medical evidence shall be presented, with applications, to draw upon the Bank.
 4. The decisions of the Committee shall not be subject to the grievance procedures by a teacher or by the Association.
 5. Sick days remaining in the Sick Bank at the end of each year shall be allowed to accumulate indefinitely.
- B. The Sick Bank Committee shall be maintained by the Association.

ARTICLE XII - ATTENDANCE INCENTIVE/
SICK DAY ACCUMULATION

- A. Beginning in 1986-87, all days in excess of seventy-five (75) will be subject to an optional buyback at the rate of \$20.00 each, payable at the end of the school year. Should the average staff sick day utilization fall below six (6) days per person in the 1985-1986 school year, the optional buyback rate will increase to \$30.00 per day...\$35.00 per day in 1987-1988 and \$40.00 per day in 1988-1989, and \$45.00 per day in 1989-90, except as follows: in any year that the average sick day rate exceeds six (6) days per unit member the buyback rate will be \$20.00 per day. Personal days and comp days shall not be included in the calculation of sick day utilization. Note: Beginning June 20, 1990 members will submit written requests for buyback days.

- B. In an attempt to provide an incentive to reduce absenteeism, the Board and the Association mutually agree to the following: Using the 1982-83 school year as a base year for statistical purposes, the number of sick days used shall be calculated and compared to sick day utilization in subsequent years (adjusted for reduction in teaching staff). Twenty percent of the days of any improvement noted in subsequent years in comparison to the base year shall be credited by the Board to the sick bank. Twenty percent of any increase in sick day utilization as compared to the base year shall be deducted from the sick bank.
- C. All teachers having from 0 - 75 sick days shall be compensated for these days at the rate of \$20.00 per day upon their retirement.

ARTICLE XIII - SABBATICAL LEAVE

- A. Tenure teachers holding continuing, permanent or life certificates and who have been employed by Kearsley for at least seven (7) consecutive years and/or at the end of each seven (7) or more consecutive year periods, may apply for a Sabbatical Leave for professional improvement.
- B. Requests for leaves shall be made by March 1 prior to the closing of the school year. At the regular Board meeting following this deadline, the Board shall make decisions on all sabbatical leave applications. Leaves shall be granted on a one-year basis and may be renewable for a second year at the discretion of the Board.

- C. Appropriate reasons for sabbatical leave shall include but not be limited to:
 - 1. Study in the teacher's area of certification.
 - 2. Study to meet eligibility requirements of certification in an area other than that held by the teacher.
 - 3. Study, research, or special teaching assignment involving practical advantage to the school system.
- D. During the sabbatical leave, the teacher shall be under contract to and shall be considered in the employ of Kearsley Community Schools and shall be paid one half his annual salary and retain full fringe benefits, providing said teacher does not utilize approved leave for gainful employment elsewhere.
- E. Any teacher granted a sabbatical leave shall obligate himself to return for two years of employment by the Kearsley Community Schools immediately upon expiration of the sabbatical leave. Otherwise, the grant shall become a loan to be repaid within six (6) months with no interest.
- F. A teacher returning from a sabbatical leave shall be restored to his or her teaching position or a position not less than one of a like nature and status and be placed on the salary schedule corresponding to his placement at the time of leaving.

ARTICLE XIV - OTHER PAID LEAVES

- A. A teacher called during the school day for jury duty or to give testimony before any judicial or administrative tribunal, arbitration or fact finding hearing shall be compensated for the difference between the teaching pay and the compensation received from the judicial body requesting his presence. The teacher shall notify the appropriate supervisor as soon as reasonably possible of such obligation. When jury duty requires one half day or less of the employee's time, the employee shall report back to his supervisor for assignment for the remainder of his work shift. The employee shall present official verification to the personnel office before he will be reimbursed for the difference between that pay and his regular salary.

- B. Requests to attend professional conferences may be granted by the Board of Education subject to the following provisions:
 - 1. Requests to attend such conferences must be submitted to the building principal, in writing, ten (10) school days in advance of the conference. This request must be approved by the Superintendent of Schools or his designee, and an answer must be given to the applicant five (5) school days in advance of the conference date requested.
 - 2. A written report of the conference will be required by the school principal.
 - 3. The principal shall be responsible for a fair rotation of teachers who will attend conferences in succeeding years.

4. No more than one person from a department in the secondary schools or one person per school in the elementary schools may attend one conference.
 5. If a teacher is working in two buildings, one half day in one and one half day in the other, it must be mutually agreed between the two principals that the teacher be permitted to go.
 6. Expenses for not more than two (2) school days and one (1) evening shall be allowed at any one conference.
 7. Teachers attending professional conferences shall be paid their full salary during the approved conference days. Additional days may be allowed without payment for expenses and/or salary.
 8. Expenses shall be allowed for the following:
 - a. Registration fees which are NOT a part of the dues of any organization.
 - b. Mileage reimbursement to a maximum of 300 miles total at the rate allowable by the IRS.
 - c. Reimbursement for meals or banquet providing it is part of the conference.
- C. A proper receipt must accompany reimbursement application unless a flat fee is granted.

- D. When teachers attend conferences, whether during school time or not, and when total expenses incurred are paid by the Board, such teachers shall make themselves available for one presentation per conference at an inservice session or staff meeting during the next calendar year. Attendance at conferences shall be voluntary.

ARTICLE XV - UNPAID LEAVES

- A. Teachers may be granted leaves of absence for any of the following reasons:
1. Exchange teaching programs
 2. Foreign or military teaching programs
 3. Peace Corps
 4. Military Duty
 5. Child Care
 6. Adoption
 7. Campaigning for or serving in public office
 8. Extended illness
 9. VISTA
- B. Other leave requests may be considered by the Board of Education.

- C. All requests for leaves shall be made in writing to the Board. Leaves for a one-year period shall be from September 1 of the leave year to the following August 31. Leaves for less than one year shall begin on the day that the leave is granted and continue until August 31 of the current year.
- D. Teachers who are on a leave of absence for a one-year period may request an extension of that leave, in writing, to the Superintendent of Schools. Granting of this request for extension shall be at the discretion of the Kearsley Board of Education.
- E. A teacher wishing to return to the Kearsley Community Schools after a leave of absence must request in writing to the Superintendent of Schools such re-employment not later than four calendar months prior to the termination of his leave. Failure to comply with this provision shall be considered as a resignation.
- F. Any teacher returning from leave of absence shall be granted the first vacancy for which he is certified and qualified. A teacher returning from exchange teaching, foreign, or military teaching shall be placed at the same step on the salary schedule as he would have been had he taught in the district during such time period. No more than two (2) years leave experience shall be granted for military or Peace Corps service. All other teachers returning from leave shall be placed on the salary schedule corresponding to their placement at the time of leaving.
- G. It shall be the responsibility of a teacher on leave of absence to advise the Superintendent of Schools of any change in address during the leave period.

- H. All requests for leaves shall be made in writing to the Board. Teachers anticipating childbirth shall inform supervisor of said facts as soon as possible for protection of both parties.

ARTICLE XVI - CHILD CARE

- A. A leave of absence shall be granted to any teacher for the purpose of caring for a newly born child. Said leave shall commence upon request of the teacher under the following conditions:
1. The reinstatement shall be at the teacher's former position, provided that no more than two (2) semesters or any portion thereof have elapsed from the onset of the leave. If that position is not available, because of the elimination of that position, that teacher will be assigned a position of like nature.
 2. The leave shall be extended up to one year by the written request of the teacher and the return shall only be at the beginning of a semester. The return shall be to the first available position for which the teacher is certified. This will not affect any teacher who presently has a child care leave.
 3. The teacher may use all or any portion of her sick leave to recover from her disability which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery.

4. In the event of death of the object child of the leave, the leave of absence may be terminated upon request of the teacher. A doctor's statement should be provided indicating that the teacher is able to return to their position. Teachers returning under this provision shall be granted the first available position for which they are qualified and certified.
5. For seniority and salary schedule purposes, the teacher shall be given credit for a full year's service if they work one semester. No seniority or credit will be given for service less than one semester. The teacher shall retain all seniority rights accumulated prior to the beginning of the leave subject to the above.

ARTICLE XVII - TEACHING HOURS

- A. The teacher's work day shall be six (6) hours and fifty (50) minutes.
- B. Teachers shall be at their assigned place of duty no later than ten (10) minutes before classes begin at the elementary level (K-5) and twenty (20) minutes at the secondary level (6-12).
- C. Teachers shall be allowed to leave school after children are dismissed and buses have left school property. All teachers will leave open two (2) afternoons per week (excluding Fridays and days preceding holidays or vacations) for possible staff, department and/or curriculum meetings. These days will be determined in each individual building.

- D. The Board recognizes the principle of a standard (40) hour work week and will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within such a standard work week. The Board will not require teachers regularly to work in excess of such standard work week within or outside of the school building.
- E. All teachers shall be entitled to a thirty (30) minute, duty-free uninterrupted lunch period as established in their building.
- F. No teacher may leave the building during his normal working hours unless he has received approval from his building principal. The teacher shall notify the principal when he leaves the building during the noon hour.
- G. The normal weekly teaching load in grades K-5 shall include five (5) unassigned preparation periods consisting of not less than forty (40) continuous minutes each day. Art, Music, and Physical Education shall be considered prep time in addition to the forty (40) minutes above, so long as these classes remain in the curriculum.
- H. The normal weekly teaching load in grades 6-12 will be twenty-five (25) assigned periods and five (5) unassigned preparation periods.
- I. Each teacher shall commit one evening per semester to extra-curricular involvement with students.

ARTICLE XVIII - TEACHING CONDITIONS

- A. The parties recognize the need for experimentation and innovation in educational programs. New approaches in staffing and scheduling may involve change in the length and number of class periods taught and the number of students in a given class.
- B. The parties agree that the maximum class size in the elementary schools shall be equalized whenever practical and should not exceed thirty (30) pupils for grades 3-5. Should it be necessary to exceed the thirty (30) student limit, the teacher shall be compensated at a rate of \$50.00 per student per semester for 1986-1987; \$60.00 per student per semester for 1987-1988; \$70.00 per student per semester for 1988-1989. Class size in no case may exceed 33 pupils for grades 3-5. Class size, K-2 should not exceed 28 pupils. However, should it be necessary to exceed 28 pupils, the teacher will be compensated at the above mentioned rates, to a maximum of 31. In no case may a class size, K-2, exceed 31 students. After the 4th Friday count, no child should be moved to equalize class size once he has been assigned to a classroom for a reasonable time.
- C. Special education students who are mainstreamed will be counted for the purposes of determining class size. A mainstreamed student shall be counted at the rate of 1/5 per hour. Students mainstreamed out will be counted as a 1/5 reduction per hour.

- D. When after the 4th Friday more than the maximum number of pupils are placed in an elementary classroom, the Association Negotiating Team should meet the Board's Negotiating Team and their respective resource people within 48 hours of the placement to discuss the problems and attempt to recommend a solution. This solution and the method(s) of implementation recommended by the two teams should be carried out by the Board of Education.
- E. It shall be the responsibility of any teacher in the elementary school whose class load exceeds the maximum number of pupils to report the situation to the Association Representative to expedite further study.
- F. The parties agree that in the High School and Middle School, with the exception of activity classes, a teacher's classload shall not exceed 160 students. Reasonable attempt shall be made to keep physical education classes at a size less than 40. Should it be necessary to exceed the 160 student limit, the Board will compensate the teacher at a rate of \$50.00 per student per semester for 1986-1987; \$60.00 per student per semester for 1987-1988; and \$70.00 per student per semester for 1988-1989.
- G. The parties recognize that some children who have physical, mental and/or emotional impairments, hereinafter referred to as "handicapped," may require special education programs or services. The parties further recognize that without proper planning and programming, particularly where the child participates in a regular classroom situation, the normal instructional program may be modified and extra demands placed upon the regular classroom teacher.

1. Teachers may be involved in IEPC meetings when a handicapped student will be placed in their classroom for the total day or any portion of the day, in accordance to P.L. 94-142.
 2. Every attempt shall be made to supply the teacher with instructional materials to aid the educational program of the handicapped students according to the child's goals and objectives.
 3. Training shall be provided periodically to instruct the teacher on methods to be used in working with handicapped students.
- H. Supervision of students in study hall classes is reserved to certified teachers in cases where students are enrolled in such classes and are not listed on any other class list. In cases where students are removed from class for attendance reasons, they can be supervised by a non-certified employee and are limited to the suspension room.
- I. The Board shall make available in each school, for faculty use, lavatory facilities and a combination lunch room/lounge, appropriately furnished in which smoking shall be permitted. Each lounge may have two (2) vending machines provided the machines are serviced by a canteen service company and such services are available without cost to the district.
- J. It is suggested that classroom teachers work cooperatively with art, music and physical education

teachers in the elementary school. It is suggested that units in these classes may correlate with current classroom studies. Every effort will be made by the Administration to secure certified and qualified physical education, art and music substitute teachers when such regular teachers fail to report. These substitutes will be secured through use of a special substitute list compiled by the Administration.

- K. Teachers shall not be required to work under unsafe, unsanitary, or hazardous conditions or to perform tasks which endanger their health, safety, or well-being, unless in emergency protection of our students.

ARTICLE XIX - UNSCHEDULED SCHOOL CLOSINGS

- A. At the beginning of each school year, two (2) official channels of communication will be designated by the Board of Education. These channels will be used by the administration to notify the students and teachers in the event that school will be closed. Every attempt shall be made to notify these channels by 6:15 a.m.
- B. If school is in session and all students in a building are sent home because of lack of heat or water or due to weather conditions, teachers shall be relieved of duty when students have been dismissed.

ARTICLE XX - VACANCIES, PROMOTIONS,
AND TRANSFERS

- A. 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 and shall be filed with the Assistant Superintendent and one (1) copy with the Association. The application shall set forth the reasons for transfer, the school, the grade or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.
- B. Vacancies shall be posted in each building for at least five (5) days before the position is filled. Teachers who have filed an application for that position shall be notified individually of the opening.
- C. Any teacher who shall be transferred to an administrative or executive position shall later return to a teacher status, shall be entitled to retain such rights as he may have had under this Master Agreement prior to such transfer to supervisory or executive status.

- D. Any administrator who has not been employed in Kearsley as a teacher, who is transferred to teacher status, will receive seniority for all employment in Kearsley which requires teaching certification. Placement on the salary schedule shall be a Board prerogative, so long as outside district experience credit does not exceed the contractual provisions as applied to teachers. Exception to this shall be the fulfillment of a contractual obligation the Board may have with the person involved. Effective with the start of the first day in teacher status, Association dues shall be paid for the year in progress.

- E. Job assignment is a management function and anything contained in this article shall not usurp the Board's rights. Teachers have the right to apply for a position, but this application is not a guarantee that they will be assigned to that position.

- F. All involuntary transfers between buildings shall be by district-wide seniority by building, provided that such changes in the secondary will not affect the district's North Central Accreditation.
 - 1. Teachers who will be affected by a change in grade assignment in the elementary or departmental assignments in the secondary will be notified and consulted by their principals as soon as practicable. Such changes will be made voluntarily to the extent possible. Such changes will be based upon certification, seniority and North Central qualifications.

2. Teachers with greater seniority in grade assignment in elementary or in a departmental assignment in the secondary may be moved instead of a lesser seniority teacher only if it means maintaining a teacher's position who is currently on staff.
3. In the event more than one teacher in the building has the same number of years in Kearsley, the involuntary transfer shall be determined by the date of hire.

ARTICLE XXI - REDUCTION IN STAFF

- A. In order to promote an orderly reduction in personnel when the educational program, curriculum or staff is to be curtailed, the following procedure will be used:
 1. Probationary employees by district seniority and certification will be laid off first.
 2. In the event tenure teachers must be laid off, lay-off shall be based on district seniority and certification.
 3. Seniority will be defined as all teaching experience in Kearsley only.
 4. Teachers whose positions are eliminated by the reduction may be retained if:
 - a. They have more seniority, are certified and meet North Central qualifications than other teachers in a level or department.

- b. In the case of special programs agreed upon by the administration and the Association, a teacher must meet the qualifications as established by the Board of Education in order to bump into these programs.
 - c. Employees placed in new special programs established by the Board will only enjoy seniority protection when the job qualifications can be met by a current staff employee.
5. The Association shall have the right to review the lay-off list prior to notification of the individual teachers.
- B. Teachers laid off will be recalled in reverse order of layoff, if the teacher is certified and qualified to fill the openings as they arise. The recall list shall be maintained by the Board for a period of not to exceed two (2) years, thereafter a teacher laid off shall lose his rights to recall.

ARTICLE XXII - PROTECTION OF TEACHERS

- A. The Board recognizes there is a responsibility to continue to give administrative backing and support to its teachers. Although each teacher shares the primary responsibility for maintaining proper control and discipline in the classroom, the teacher recognizes that all disciplinary action and methods enforced by them shall be reasonable and just and in accordance with Board policy. It shall be the responsibility of the teacher to report to his principal the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall be advised by the principal or his designee, of the disposition of the teacher's report that a particular student needs such assistance.

- B. It is recognized that discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher may use such force as is necessary to protect himself from attack or to prevent injury to another student.

- C. Any case of assault upon a teacher which had its inception in a school centered problem shall be promptly reported in writing to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault. The teacher may request in writing the assistance of the Board in handling the incident with law enforcement and judicial authorities.

- D. The Board shall pay all legal fees accrued by a teacher to cover civil and criminal charges arising from employment, provided such activity occurs as a result of a school centered problem and is not a result of negligence or violation of Board policy or administrative procedures, and provided this information has been made available to each teacher.

- E. Time lost by a teacher in connection with any physical injury by a student that was not teacher originated and results in a physical inability to perform his teaching duties (supported by medical opinion(s)) shall not be charged against the teacher for the duration of the school year.

- F. No teacher shall be disciplined, reprimanded, reduced in rank or compensation without just cause.

ARTICLE XXIII - GRIEVANCE PROCEDURE

- A. Definition: A grievance is a complaint alleging a violation of a specific article and section of this Agreement. Exceptions to this are specified in paragraph numbered 0.
- B. In the event that a teacher or group of teachers believes there is a basis for grievance, he shall first discuss the alleged grievance with his building principal either personally or accompanied by his Association representative. If in the event the grievance affects teachers in more than one building, it will be transmitted directly to the Superintendent's level.
- C. If, as a result of the informal discussion with the building principal a grievance still exists, he may invoke the formal grievance procedure on the form set forth. This form shall be signed by the grievant and a representative of the Association. Forms shall be available from the Association representative in each building. The employee must have the grievance in writing in the principal's hand, within ten (10) school days of the complaint.
- D. When a grievance is first placed in writing, should it be signed or co-signed by a member of the Association other than the grievant(s), that representative shall clearly indicate his Association position on the grievance. (Association Representative or Grievance Chairman.)

- E. Within three (3) school days of the receipt of the grievance, the principal shall meet with the Association's Representative in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the Association's Representative.

- F. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within three (3) days of such meeting, or six (6) school days from the date of filing, whichever shall be later, the grievance shall be transmitted to the Superintendent with written reasons for refusal of adjustment. Within five (5) school days the Superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the Association.

- G. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within three (3) school days of such meeting or six (6) school days from the date of filing with the Superintendent, 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 with written reasons for refusal of adjustment. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other considerations as it shall deem appropriate. Disposition of the grievance, in writing by the Board shall be made no later than seven (7) calendar days thereafter. A copy of such disposition shall be furnished to the Association.

- H. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted within ten (10) school days to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceedings any grounds or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgement thereon may be entered in any court of competent jurisdiction.
- I. The fees and expenses of the arbitrator will be shared equally by the parties.
- J. The time limits provided in this section 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 supervisor, he is free to do so without recourse to the grievance procedure.

- L. Automatic Grievance Adjustment: any grievance which is not referred to the next step in the grievance procedure by the Association within five (5) school days of receipt of an adjustment decision, shall automatically be judged as adjusted and shall not be the subject of another grievance.
- M. When an employee realizes that he has been grieved against, he should have ten (10) days in which to initiate a grievance. This ten (10) day period begins when the employee could reasonably be aware that he was grieved against. To further clarify this intent the following examples can be applied:
1. Should an employee in referring to his personnel file discover that a negative comment had been inserted in such file without his knowledge, the ten (10) day grievance period would begin with the discovery, not the insertion.
 2. Should an employee be disabled and unable to clearly assess a discrepancy in his paycheck, the ten (10) day grievance period would begin from the time he could reasonably be expected to realize this discrepancy.
 3. Should an employee be indisposed and be grieved upon, the ten (10) day grievance period would begin on the day he returns to work.
 4. Areas such as salary are considered ongoing and grievances can be filed at a reasonable time after the employee could be expected to discover discrepancies.

- N. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance, providing the Association representative has an opportunity to be present after the grievance has been reduced to writing.
- O. The policies of the Board as they relate to rates of pay, wages, hours of employment, or other conditions of employment, shall as of the date of this contract, be grievable to step three (3) of the grievance procedure.

ARTICLE XXIV - INSURANCE

- A. Pursuant to the authority set forth in section 617 of the school code of 1955 as amended, the Board agrees to furnish to all teachers the following insurance protection:
 - 1. For the 1986-87 school year the Board shall provide Group Life Insurance Protection in the amount of \$30,000 that will be paid to the teacher's designated beneficiary; \$35,000 for 1987-88; \$40,000 for 1988-89; \$45,000 for 1989-90. Rates may be adjusted as per law for employees over age 65. In the event of accidental death and dismemberment, the insurance will be double the specified amount.

2. As the parties recognize the desirability of having medical insurance protection, the Board shall provide, at the teacher's option, either MESSA Super Med 2, Health Care Protection or Blue Cross/Blue Shield, MVF - 1 + Riders IMB + OB + ML Rider + D45NM + DCCR Rider + VST Rider + FAE Rider + Master Medical option 4 + Prescription Drug program - \$2.00 co-pay for a twelve month period for each member of the bargaining unit and his eligible dependents.
3. In lieu of health insurance, employees will be provided a monthly contribution of \$50.00 in 1986-87; \$60.00 in 1987-88; \$70.00 in 1988-89; and \$80.00 in 1989-90 to the annuity of their choice from the list of approved carriers.
4. The Board will provide a long term disability plan with a seventy-five (75) working day waiting period of 60% of salary. With direct offsets the maximum monthly benefit will be \$1500. The monthly benefits for sickness and accident will continue until age of sixty-five (65). In 1988-89 the rate will be 66 2/3% of salary with maximum monthly benefit of \$2000.
5. The Board shall provide, beginning September 1, 1986 the following Group Dental Insurance:

1986-90

Class I	Routine Treatment.....	80%
Class II	Major Treatment.....	80%
Class III	Orthodontic Treatment...	75%

6. Beginning on September 1, 1986 the Board will provide a \$1,200 lifetime maximum for orthodontic treatment for each eligible dependent less than 19 years of age. Members of the Bargaining unit shall be provided a \$1,200 lifetime maximum for orthodontic treatment for non-cosmetic purposes. On September 1, 1989 this amount will increase to \$1,500 for each eligible dependent less than 19 years of age; \$1,500 for member of the bargaining unit for non-cosmetic purposes.
 7. The Board shall provide the vision care program for MESSA - VSP Plan 1 (family) or a plan with equal specifications for a twelve month period for each member of the bargaining unit and his eligible dependents. Beginning with 1987-1988, the Board shall provide the vision care program for MESSA - VSP-2 (family) or a plan with the same coverage for a twelve (12) month period for each member of the bargaining unit and his eligible dependents.
- B. Teachers granted unpaid leaves of absence in June shall receive insurance coverage through August 31, of that year. Teachers leaving during the school year shall receive insurance coverage for the rest of that month.
 - C. In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned fringe benefits shall continue throughout the balance of the twelve month period.
 - D. Any employee covered by a similar form of health insurance by others, shall not be eligible for the same health insurance coverage or pay in lieu of, provided for under the terms of this Agreement.

- E. Any teacher employed for the full school calendar year is entitled to fringe benefits through August 31. Any teacher employed less than the school calendar year and who is returning the following school year shall receive full fringe benefits through August 31 subject to the following conditions: All teachers returning from any Board approved leave shall earn fringe benefits on a month to month basis for a period of one year following his/her return. Any teacher returning from leave will be credited with fringe benefits for the months of June, July, and August, only if they complete the entire school year in which they return.
- F. New employees will reimburse the school district for their fringe benefit package at a rate of 15% for the first year and 10% for the 2nd year of employment. The full fringe benefit cost will be absorbed by the Board in the third year of employment and thereafter.
- G. Any teacher employed less than the school year shall receive pro-rated fringe benefits from July 1 through August 31 based upon the number of full months that the teacher has been employed during the school year. The teacher may pay the difference in premium subject to the provision of the insurance carrier. The cost of this premium shall be deducted from his paycheck.

ARTICLE XXV - EXTRA DUTY COMPENSATION

- A. Any of the positions in Schedule B must be approved in advance by the Superintendent.
- B. Continuing tenure shall not apply to an annual assignment of extra duty for extra pay.

- C. If any extra-curricular assignment covered under Schedule B - Extra Duty is found to be unusually inconsistent with the average of the Genesee County schools an adjustment will be made.
- D. Payment for Schedule B - Extra Duty bears a percentage relationship to the B.A. salary schedule and will be based on the years of service in the activity or service rather than years of teaching experience.
- E. The Schedule B - Extra Duty is intended to pay for activities only if the person does all of the work required by the person designated as the head of the activity. Otherwise, the pay will be pro-rated as to the time put in on the activity.
- F. A high school department chairman will be paid \$30.00 per class of instruction in his department with a minimum of \$750.00 per year. Curriculum council representatives will be paid a flat fee of \$750.00 at the Elementary and Middle School.
- G. Driver Education teachers will share equally in a total amount of \$35.00 per student who completes the course and the program chairman will receive an additional \$300.00.
- H. Teachers whose services are extended beyond regular school year will be pro-rated according to the number of days in the school calendar based on their regular annual salary for each additional day worked.

- I. The Board shall have the right to hire personnel for extra duty assignment under Schedule B from outside the bargaining unit, provided that no current bargaining unit member who is presently on Schedule B contract shall be affected. The only exception to this shall be when the applicant from outside the bargaining unit is deemed clearly superior in qualifications over the bargaining unit member. In this case, a committee consisting of the athletic director, an administrator, the head coach (if one exists) and one other coach shall review credentials and make a recommendation.
 - 1. The intent of this is not to usurp the Board's right to dismiss, for just cause, any employee under Schedule B contract who is deemed unsatisfactory in performance of his duties as determined solely by the Board.
- J. Personnel hired from outside the bargaining unit shall pay a negotiation fee of one percent (1%) of the total for each coaching assignment they are being paid for on Schedule B.

ARTICLE XXVI - DURATION OF THE
MASTER AGREEMENT

- A. Between March 1st and March 15th, 1989, the parties shall initiate negotiations for the purpose of entering into a successor agreement for the forthcoming year.
- B. This agreement shall continue in full force and effect from August 25, 1986, to and including August 31, 1990.

KEARSLEY SCHOOL
BOARD OF EDUCATION

KEARSLEY EDUCATION
ASSOCIATION

President

President

Secretary

Secretary

Chief Negotiator

Chief Negotiator

APPENDIX A

1987-88 CALENDAR

Teacher Paid Days 6	August	24 31	25	26	27	28	24 -Orientation 25 -Classes Begin (1/2 day All Students)
21	September	H 14 21 28	1 8 15 22 29	2 9 16 23 30	3 10 17 24	4 11 18 25	7 -Labor Day
22	October	5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 22 29	2 9 16 23 30	30 -End of Marking Period
19	November	2 9 16 23 30	3 10 17 24	4 11 18 25	5 12 19 H	6 13 20 H	10 -Conference HS 1-5, 6-8 10 -Conference K, 1/2 Day AM 11 -Conference K, E1, MS 1-5, 6-8 12 -Conference K-E1 1/2 Day PM 26-27 -Thanksgiving
13 1/2	December	7 14	1 8 15	2 9 16	3 10 17	4 11 18	18 - School dismisses at 12 Noon
20	January	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	8 15 22 29	4 -School Resumes 22 -Records Day, K-12 All Day
19	February	1 8 15 V 29	2 9 16 23	3 10 17 24	4 11 18 25	5 12 V 26	19-22 -Midwinter Break
23	March	7 14 21 28	1 8 15 22 29	2 9 16 23 30	3 10 17 24 31	4 11 18 25	31 -Marking Period Ends
15	April	11 18 25	12 19 26	13 20 27	14 21 28	H 15 22 29	1 -Good Friday 19 -Conference K 1/2day AM 19 -Conference HS 1-5, 6-8 20 -Conference K, E1, MS 1-5, 6-8 21 -Conference K 1/2 Day PM 28 -Inservice
21	May	9 16 23 H	2 10 17 24 31	3 11 18 25	4 12 19 26	5 13 20 27	6,9 -Act of God Make-up Days 30 -Memorial Day
6+2	June	6	7	1 8	2 9	3 10	9 -Records Day, K-12, 1/2 Day PM 10 -Records Day, K-12 All Day

1988-1989 CALENDAR

Teacher Paid Days	Month		Rationale
3.0	August	29 30 31	29 Orientation 30 Classes begin-1/2 Day All Student
21.0	September	1 2 H 6 7 8 9 12 13 14 15 16 19 20 21 22 23 26 27 28 29 30	5 Labor Day No School 6 School Resumes
21.0	October	3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28 31	17 Conference H.S. 1-5 P.M., 6-8 P.M.
20.0	November	1 2 3 4 7 8 9 10 11 14 15 16 17 18 21 22 23 H H 28 29 30	4 Marking Period Ends 15 Conference K-Ele. 1/2 day P.M. 16 Conference K-Ele., 1-5, 6-8 P.M., MS 1/2 Day P.M. 17 Conference MS 1-5, 6-8 P.M., K 1/2 day A.M. 24 Thanksgiving Break Begins 28 School Resumes
15.5	December	1 2 5 6 7 8 9 12 13 14 15 16 19 20 21 22	22 School dismisses at 12 Noon
21.0	January	V 3 4 5 6 9 10 11 12 13 16 17 18 19 20 23 24 25 26 27 30 31	3 School Resumes 20 Records Day K-12 All Day
18.0	February	1 2 3 6 7 8 9 10 13 14 15 16 V V 21 22 23 24 27 28	17 Winter Break Begins 21 School Resumes
17.0	March	1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 23 H	13 Conference H.S. 1-5, 6-8 P.M. 24 Good Friday
20.0	April	3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28	7 Marking Period Ends 17 Conference M.S. 1-5, 6-8 P.M., K 1/2 day A.M. 18 Conference K PM 19 Conference K-Ele. 1-5, 6-8 P.M.
22.0	May	1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 H 30 31	29 Memorial Day 30 School Resumes
7.0	June	1 2 5 6 7 8 9	8 Records Day, K-12 1/2 Day PM 9 Records Day All Day
185.5			1-Departmental/Grade Level meeting day can be scheduled anytime 1-In-service day can be scheduled anytime

1989-1990 CALENDAR

Teacher Paid Days	Month		Rationale
4.0	August	28 29 30 31	28 Orientation 29 Classes begin-1/2 Day All Student
20.0	September	1 H 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28 29	4 Labor Day No School 5 School Resumes
22.0	October	2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 23 24 25 26 27 30 31	
20.0	November	1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 H H 27 28 29 30	Conferences set sometime 23 Thanksgiving Break Begins 27 School Resumes
14.0	December	1 4 5 6 7 8 11 12 13 14 15 18 19 20	20 School dismisses at end of day
21.0	January	H V 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30 31	3 School Resumes 19 Record Day K-12 All Day
18.0	February	1 2 5 6 7 8 9 12 13 14 15 V V 20 21 22 23 26 27 28	16 Winter Break Begins 20 School Resumes
22.0	March	1 2 5 6 7 8 9 12 13 14 15 16 19 20 21 22 23 26 27 28 29 30	Conferences Set sometime
15.0	April	2 3 4 5 6 9 10 11 12 H 23 24 25 26 27 30	13 Good Friday 23 School Resumes
21.5	May	1 2 3 4 7 8 9 10 11 14 15 16 17 18 21 22 23 24 25 H 29 30 31	25 School dismisses at Noon 28 Memorial Day 29 School Resumes
8.0	June	1 4 5 6 7 8 11 12	11 Records Day, K-12 1/2 Day PM 12 Records Day All Day

185.5

1-Department/Grade Level meeting day can be scheduled anytime
1-In-service day can be scheduled anytime

Appendix B

Schedule B - Extra Duty Pay

	<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
Special Extra Duty Assignment:			
Senior Band (1)	6	7	7
Junior Band (1)	5	5	5
Marching Band (1)	4	4	4
Senior Vocal Music (1)	6	7	7
Junior Vocal Music (1)	3	4	4
Senior Class Sponsor (2)	2 1/2	2 1/2	2 1/2
Junior Class Sponsor (2)	1 1/2	1 1/2	1 1/2
Sophomore Class Sponsor (2)	1 1/2	1 1/2	1 1/2
Freshman Class Sponsor (2)	1 1/2	1 1/2	1 1/2
Varsity Cheerleading (1)	6	6	6
J.V. Cheerleading (1)	4	4	4
9th Grade Cheerleading (1)	4	4	4
8th Grade Cheeleading (1)	3 1/2	3 1/2	3 1/2
Forensics (1)	3	3	3
Group Discussion (1)	1	1	1
Play Production - High School (1)	4	4	4
Play Production - Middle School (1)	2 1/2	2 1/2	2 1/2
Publications -			
Yearbook (1)	3	3	3
News Writing Advisor (1)	3	3	3
Middle School Yearbook (1)	2	2	2
Ticket Manager (1)	8	8	8
High School Chess (1)	2	2	2
Middle School Chess (1)	2	2	2
Elementary School Chess (3)	2	2	2
Special Olympics Coordinator (2)	2	2	2
Olympics of the Mind (1)	2	2	2
Science Olympiad -			
High School (1)	2	2	2
Middle School (1)	2	2	2
Quiz Bowl (1)	2	2	2
Future Problem Solving (1)	2	2	2
Student Senate -			
High School (1)	1 1/2	1 1/2	1 1/2
Middle School (1)	1 1/2	1 1/2	1 1/2
Boy's Athletics:			
Varsity Football (1)	10 1/2	10 1/2	10 1/2
Assistant Varsity Football (2)	7 1/2	7 1/2	7 1/2
J.V. Football (2)	7 1/2	7 1/2	7 1/2
Freshman Football (2)	6	6	6
8th Grade Football (4)	5	5	5
Varsity Basketball (1)	10 1/2	10 1/2	10 1/2
J.V. Basketball (1)	7 1/2	7 1/2	7 1/2
Freshman Basketball (1)	6	6	6

8th Grade Basketball (1)	5	5	5
7th Grade Basketball (1)	3 1/2	3 1/2	3 1/2
Varsity Wrestling (1)	9	9	9
J.V. Wrestling (1)	6	6	6
8th Grade Wrestling (1)	4	4	4
Varsity Track (1)	9	9	9
Assistant Varsity Track (2)	6	6	6
8th Grade Track (1)**	4	4	4
Varsity Baseball (1)	9	9	9
J.V. Baseball (1)	6	6	6
Freshman Baseball (1)	5	5	5
8th Grade Baseball (1)	4	4	4
7th Grade Baseball (1)	3 1/2	3 1/2	4
Varsity Cross Country (1)	7	7	7
Assistant Varsity Cross Country (1)	5	5	5
7th - 8th Grade Cross Country (1)	4	4	4
Varsity Hockey (1)	10 1/2	10 1/2	10 1/2
Varsity Swimming (1)	8	8	8
J.V. Swimming (1)	4	4	4
Tennis (1)	6	6	6
Varsity Golf (1)	7	7	7
J.V. Golf (1)	4	4	4

Girl's Athletics:

Varsity Cross Country (1)	7	7	7
Varsity Basketball (1)	10 1/2	10 1/2	10 1/2
J.V. Basketball (1)	7 1/2	7 1/2	7 1/2
Freshman Basketball (1)	6	6	6
8th Grade Basketball (1)	5	5	5
7th Grade Basketball (1)	3 1/2	3 1/2	3 1/2
Varsity Track (1)	9	9	9
Assistant Varsity Track (2)	6	6	6
7th - 8th Grade Track (2)	4	4	4
Varsity Softball (1)	9	9	9
J.V. Softball (1)	6	6	6
8th Grade Softball (1)	4	4	4
7th Grade Softball (1)	3 1/2	3 1/2	3 1/2
Varsity Volleyball (1)	9	9	9
J.V. Volleyball (1)	6	6	6
8th Grade Volleyball (1)	4	4	4
7th Grade Volleyball (1)	3 1/2	3 1/2	3 1/2
Varsity Swimming (1)	7 1/2	7 1/2	7 1/2
Tennis (1)	6	6	6
Varsity Golf (1)	6 1/2	6 1/2	6 1/2

Other:

Intramurals - Boy's and Girl's (2)	7	7	7
--	---	---	---

*Plus 2 week per diem for Marching Band for 1986-87.

One week per diem for 1987-88.

Per diem for Marching Band will be phased out in 1988-89. Per diem only applies to current staff. Any new staff will receive only the 4% off Schedule B.

**Three (3) positions which cover 7-8 grade boy's and girl's track.

APPENDIX C
KEARSLEY COMMUNITY SCHOOLS

Teacher Observation Summary

Teacher's Name _____ Building _____

Date _____

A. Personal Qualifications

1. Exemplifies professional attitude.

5	4	3	2	1
.5	.5	.5	.5	.5

2. Insight into self as a teacher.

5	4	3	2	1
.5	.5	.5	.5	.5

3. Exhibits mature behavior and emotional stability.

5	4	3	2	1
.5	.5	.5	.5	.5

4. Is punctual and dependable.

5	4	3	2	1
.5	.5	.5	.5	.5

5. Has physical stamina.

5	4	3	2	1
.5	.5	.5	.5	.5

6. Maintains appropriate grooming, dress and posture.

5	4	3	2	1
.5	.5	.5	.5	.5

Total Points-Section A _____

B. Relationships with Children

7. Consistent control with a natural atmosphere in the classroom.

5	4	3	2	1
.5	.5	.5	.5	.5

8. Is sensitive to needs of children.

5	4	3	2	1
.5	.5	.5	.5	.5

9. Develops desirable personal and inter-personal relations.

5	4	3	2	1
.5	.5	.5	.5	.5

10. Provides for individual differences.

5	4	3	2	1
.5	.5	.5	.5	.5

Total Points-Section B _____

C. Develops Learning Experiences

11. Uses psychologically sound methods to motivate work.

5	4	3	2	1	
.5	.5	.5	.5	.5	.5

12. Provides a variety of sound learning experiences.

5	4	3	2	1	
.5	.5	.5	.5	.5	.5

13. Effectively and skillfully communicates ideas to students.

5	4	3	2	1	
.5	.5	.5	.5	.5	.5

14. Provides a physical environment conducive to learning.

5	4	3	2	1	
.5	.5	.5	.5	.5	.5

15. Utilizes a variety of instructional materials.

5	4	3	2	1	
.5	.5	.5	.5	.5	.5

Total Points-Section C

D. Relationships with Community

16. Extends class activities to school community when appropriate.

5	4	3	2	1	
.5	.5	.5	.5	.5	.5

17. Utilizes community resources.

5	4	3	2	1	
.5	.5	.5	.5	.5	.5

18. Guides school work towards understanding community problems.

5	4	3	2	1	
.5	.5	.5	.5	.5	.5

19. Encourages parent cooperation.

5	4	3	2	1	
.5	.5	.5	.5	.5	.5

Total Points-Section D

E. Relationships with Staff

20. Functions well with staff

5	4	3	2	1	
.5	.5	.5	.5	.5	.5

21. Is considerate of colleagues.

5	4	3	2	1	
.5	.5	.5	.5	.5	.5

22. Shares ideas, materials and facilities.

5	4	3	2	1	
.5	.5	.5	.5	.5	.5

Total Points-Section E

F. Teaches in an Organized, Efficient Manner

23. Takes responsibility for planning

5	4	3	2	1
<hr/>				
.5	.5	.5	.5	.5

24. Evaluates students progress.

5	4	3	2	1
<hr/>				
.5	.5	.5	.5	.5

Total Points-Section F _____

SUMMARY

	Score		Total Points
Section A	_____	x 1 =	_____
Section B	_____	x 2 =	_____
Section C	_____	x 2 =	_____
Section D	_____	x 1 =	_____
Section E	_____	x 1 =	_____
Section F	_____	x 2 =	_____

Grand Total

_____ - 35 = _____ Composite Score

Comments

1. What pleases me about this teacher's performance?

2. What is this teacher doing that I would prefer he (she) would not do?

3. What is this teacher not doing that I would like him (her) to do?

4. The following plans for improvement are suggested:

5. Period of time in which to attain these desired improvements:

6. What discipline may occur if the desired improvements are not achieved?

Evaluation Scale

Check appropriate line

Composite scores ranging from 3.0 to 5.0 Acceptable _____

Composite scores ranging from 1 to 2.9 Unacceptable _____

Teachers who receive a score of 1 to 2.99 will be referred to the Kearsley Instructional Support Council for assistance and guidance in the following areas.

Personal Qualifications	Section A _____
Relationships with Children	Section B _____
Develops Learning Experiences	Section C _____
Relationships with Community	Section D _____
Relationships with Staff	Section E _____
Teaches in an Organized, Efficient Manner	Section F _____

Complete for Final Report Only

Tenure ()

2 Years Probation ()

3 Years Probation ()

Contract renewal not
recommended ()

I have read this report.

Evaluation Report

No. 1 ()

No. 2 ()

Teacher's Signature

Principal's Signature

APPENDIX D

Salary Schedule for 1987-88

	<u>BA</u>	<u>BA + 18</u>	<u>MA</u>	<u>MA + 15</u>	<u>MA + 30/ SPEC.</u>
0	18,517	19,394	20,316	21,277	22,292
1	19,410	20,334	21,382	22,396	23,460
2	20,347	21,321	22,502	23,572	24,695
3	21,328	22,353	23,684	24,810	25,990
4	22,360	23,439	24,928	26,112	27,354
5	23,440	24,575	26,238	27,484	28,790
6	24,571	25,765	27,616	28,927	30,301
7	25,758	27,016	29,062	30,446	31,893
8	27,002	28,324	30,590	32,046	33,567
9	28,306	29,700	32,196	33,727	35,329
10	29,673	31,141	33,887	35,497	37,183
*	31,786	33,001	35,974	37,689	39,482

APPENDIX D

Salary Schedule for 1989-90

	<u>BA</u>	<u>BA + 18</u>	<u>MA</u>	<u>MA + 18</u>	<u>MA + 30 SPEC.</u>
0	20,593	21,569	22,594	23,663	24,792
1	21,587	22,614	23,779	24,907	26,090
2	22,628	23,712	25,025	26,215	27,464
3	23,719	24,860	26,339	27,592	28,905
4	24,867	26,067	27,723	29,040	30,421
5	26,068	27,331	29,180	30,565	32,019
6	27,327	28,654	30,713	32,170	33,698
7	28,646	30,045	32,321	33,859	35,469
8	30,030	31,500	34,020	35,639	37,330
9	31,480	33,030	35,806	37,508	39,290
10	33,000	34,633	37,686	39,477	41,352
*	35,350	36,701	40,008	41,914	43,909

Appendix E

KEARSLEY COMMUNITY SCHOOLS
EMPLOYEE GRIEVANCE

Building _____ Date _____ Time _____

Statement of Grievance _____

Relief Sought _____

Signed-Grievant _____ Signed-KEA Bldg. Rep. _____

Reported to _____ Principal or Supervisor

Principal Disposition _____

Date _____ Signed-Principal _____

Grievance Satisfactorily Settled: Yes _____ No _____

If not, referred to Superintendent

Date _____ Signed-KEA Bldg. Rep. _____

Disposition of C.O. Administrator _____

Grievance Satisfactorily Settled: Yes _____ No _____

If not, referred to the Board of Education

Date _____ Signed-Association Rep. _____

Disposition of Board of Education _____

Grievance Satisfactorily Settled: Yes _____ No _____

Appealed to _____

Date _____ Signed-Association Rep. _____

- I. The Board shall have the right to hire personnel for extra duty assignment under Schedule B from outside the bargaining unit, provided that no current bargaining unit member who is presently on Schedule B contract shall be affected. The only exception to this shall be when the applicant from outside the bargaining unit is deemed clearly superior in qualifications over the bargaining unit member. In this case, a committee consisting of the athletic director, an administrator, the head coach (if one exists) and one other coach shall review credentials and make a recommendation.
 - 1. The intent of this is not to usurp the Board's right to dismiss, for just cause, any employee under Schedule B contract who is deemed unsatisfactory in performance of his duties as determined solely by the Board.
- J. Personnel hired from outside the bargaining unit shall pay a negotiation fee of one percent (1%) of the total for each coaching assignment they are being paid for on Schedule B.

ARTICLE XXVI - DURATION OF THE
MASTER AGREEMENT

- A. Between March 1st and March 15th, 1989, the parties shall initiate negotiations for the purpose of entering into a successor agreement for the forthcoming year.
- B. This agreement shall continue in full force and effect from August 25, 1986, to and including August 31, 1990.

KEARSLEY SCHOOL
BOARD OF EDUCATION

KEARSLEY EDUCATION
ASSOCIATION

Judith G. Climer
President

Dona J. Bradley
President

Linda Pollock
Secretary

[Signature]
Secretary

James M. Jones
Chief Negotiator

Betty L. Wade
Chief Negotiator