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8/31/93

MASTER AGREEMENT

September 1, 1990 to August 31, 1993

Between

KALKASKA PUBLIC SCHOOLS BOARD OF EDUCATION

And

NORTHERN MICHIGAN EDUCATION ASSOCIATION, MEA/NEA

*Kalkaska Public Schools*

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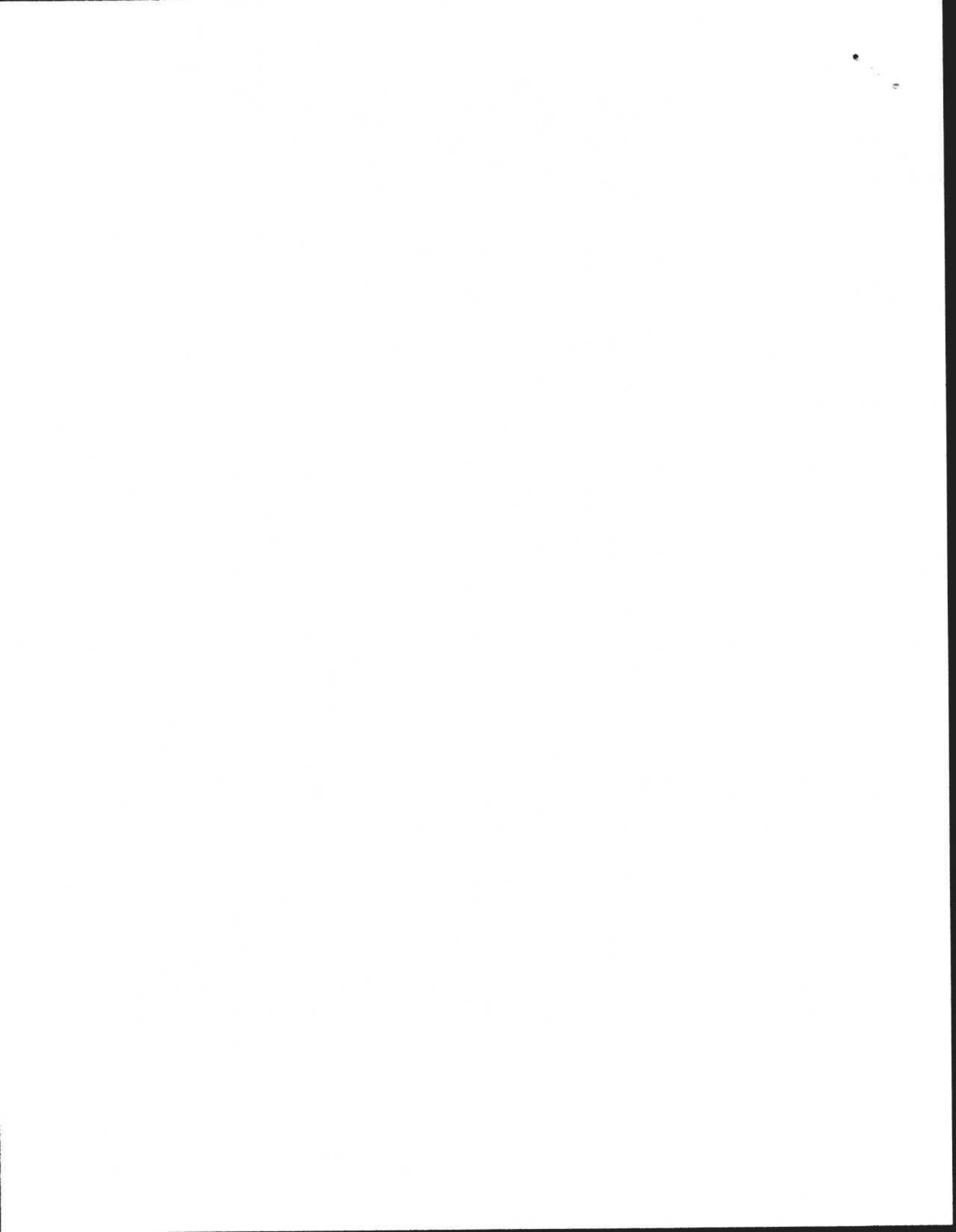


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## ARTICLE 1

### BASIC CONTRACTUAL PROVISIONS

#### 1.1 Agreement

1.1.1 This Agreement is made and entered into this seventeenth day of September 1990, by and between the Board of Education of the Kalkaska Public Schools (hereinafter referred to as the Board), and the Northern Michigan Education Association, MEA/NEA (hereinafter referred to as the Association).

#### 1.2 Recognition

1.2.1 The Board hereby recognizes the Northern Michigan Education Association, MEA/NEA as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all certified teaching personnel and school nurse excluding non-contractual substitute teachers, the superintendent, administrative assistant, principals, and those to be employed in the superintendent's office.

1.2.2 Unless otherwise indicated, the term "teachers" as used herein shall refer to all employees in the unit for bargaining as defined above.

#### 1.3 WITNESSED

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

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

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

#### 1.4 Extent of Agreement

1.4.1 This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

1.4.2 If any provisions of this Agreement, or any application of the Agreement to any teacher or group of teachers, should be found contrary to law by a court of last resort of competent jurisdiction from whose final judgment of decree no appeal has been taken within the time provided for doing so, or to any rule or regulation of the State Department of Education from which rule or regulation has been taken within the time provided for doing so, then said provision or

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

1.4.3 The parties acknowledge that during negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly, waive the right, and each agree that the other shall not be obligated to bargain collectively with regard to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

1.4.4 No employee will be discriminated against so as to limit, segregate, or classify said person in any way that tends to deprive any individual of employment opportunities or adversely affect their employment status (firing, compensation, terms, conditions) because of their race, color, religion, sex, national origin, marital status, or membership in, or association with the activities of the Association.

1.5. Duration of Agreement

1.5.1 This Agreement shall be effective as of September 1, 1990 and shall continue in effect until August 31, 1993.

1.5.2 The parties further agree that prior to the contract expiration date, either party may, upon written notice, open negotiations.

1.5.3 If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

1.6. Continuity of Operations

1.6.1 Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year, and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial arbitrator, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it shall not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined in Section I of the Public Employment Relations Act.

1.6.2 In any situation of severe weather, when in the opinion of the superintendent of schools, or his/her delegate representative, it is necessary to close school, teachers shall be excused from reporting to duty without loss of pay. Similarly, if all schools are closed by the superintendent after classes have commenced, because of severe weather, teachers shall be permitted to leave if they so desire, without penalty. However, in the event a school (or schools) is closed because of heating plant failure or other similar emergency, teachers shall be subject to assignment as is determined by the superintendent or his/her delegated representative.

1.6.3 When schools are open and teachers are unable to report to work because of severe inclement weather or an act of God or their health and safety are threatened by attempting to report, these teachers may be penalized one sick day for failure to report.

1.7 Association Dues or Fees and Payroll Deductions

1.7.1 All teachers following thirty (30) days after the effective date of this Agreement or thirty (30) days after the commencement of employment shall have deducted from their pay monthly either:

1. Membership Dues of the Association or
2. Representation service fees of the Association not exceed the amount of dues uniformly required of membership of the Association.

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

1.7.2 The Association shall certify to the Board at the beginning of each school year, the membership of the Association subject to deduction of membership dues and the amount of the monthly Association dues to be deducted. The Association shall also certify to the Board as soon as the amount is known, the amount of the monthly representation service fees to be deducted. These amounts so certified and deducted shall be forwarded to the Association, provided that when a teacher objects to the proper amount of such deduction, the amount of the deduction contested shall be placed in an escrow account as required by law until a determination of the proper amount of the deduction has been determined in the appropriate administrative/and or judicial forms.

1.7.3 The Association agrees to indemnify and hold the Board, including each individual school board member and/or its agents, harmless against any and all claims, demands, costs, suits, damages, awards, judgments or other forms of liability, including but not limited to back pay damages and all court or administrative costs that may arise out of or by reason of any action taken by the Board or its agents for the purpose of complying with the terms of this article. It is specifically and expressly agreed that any payment of any demand arising hereunder shall be made directly from the Association of the demanding party and at no time shall the Board be obligated to pay out any monies for any reason associated with the provisions of this article.

1.7.4 Upon written authorization from the teacher, the Board agrees to make voluntary deductions from the salaries of teachers for mutually agreeable purposes, which shall include but not limited to:

- A. TBA Education Credit Union: Upon written authorization by the teacher, the Board shall deduct and forward to the TBA Education Credit Union the amounts authorized.
- B. Tax sheltered annuities: upon written authorization by the teacher, the Board shall deduct and forward to the specified annuity plan the amount authorized. No more than ten (10) different companies, including MEA Financial Services shall be designed for such deductions among the teaching staff. The teacher may designate one company for deduction provided there is a minimum of five (5) teachers participating in deductions for that company. Companies for which deductions are being made as of July 1, 1988, shall be continued for deduction purposes as part of the ten (10) company limit, until there are no longer any teachers participating in the plan.

1.8 School Calendar

1.8.1 A. The school calendar shall consist of 180 student instruction days plus two (2) teacher work days. The last two days of each semester shall be the Exam/Record Days with students attending only 1/2 day.

B. Ten (10 ) days are built in to the calendar as "Snow Day" make up days. The need to make up fewer than ten (10) days shall cause the prescribed ending date to be adjusted back so as to ensure 180 days of student instruction.

C. Any reference to the term "snow days" in this Agreement shall mean days when student instruction is not provided because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, or health conditions as defined by the county health authorities.

1.8.2 Teachers' services for the school year are fulfilled upon the completion of contract days, when all records are completed and filed in the office of their respective principal.

1.8.3 If the State Department of Education requires the Kalkaska School District to meet any minimal requirements of student instruction days and/or student clock hours, the Association agrees to meet all such requirements. Teachers required to work in excess of 182 days shall be compensated an additional 1/182 of his/her salary for each day in excess of 182.



1.8.4 Calendar, 1990-91 Tentative pending TBA Calendar

August 27	Staff Orientation/In Service
August 28	First Student Instruction Day - 1/2 day students - full day staff
Aug 31 - Sept 3	Labor Day Weekend (No School)
November 1 & 2	Parent Conferences - 1/2 day students - full day staff
November 22 & 23	Thanksgiving Break (No School)
December 24 - January 2	Winter Break (No School)
January 10 & 11	Exams/Records - 1/2 day students - full day staff
February 18	Curriculum Work Day - (No School) - full day staff
March 28 & 29	Parent/Teacher Conference - 1/2 day students - full day staff
April 1 - 5	Spring Break (No School)
April 26	1/2 Day Student and Staff
May 27	Memorial Day (No School)
May 30 - 31	Exams/Records - 1/2 day students - full day staff
End of first marking period	- October 26, 1990
End first semester	- January 11, 1991
End of third marking period	- March 22, 1991
End of second semester	- May 31, 1991
Parent/Teacher Conference	- November 1 and 2, 1991
Parent/Teacher Conference	- March 28, 29, 1991
In Service	- February 18, 1991 *

\* If 3 or more snow days by January 31, 1991, then February 18, 1991 will be half day students and half day in-service.

1.8.5 Calendar 1991-92 To be set when TBA Calendar known

-6-

1.8.6 Calendar 1992-93 To be set when TBA Calendar known

-7-



1.9

Grievance Procedure

1.9.1 Definitions

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

1.9.2 Purpose

- A. The primary purpose of this grievance procedure is to secure, at the lowest level possible, a mutual resolution to grievance(s).
- B. Both parties agree that these procedures shall be kept informal and confidential as may be appropriate, at any level of such procedure.
- C. The failure of an aggrieved person or persons to proceed to the next level within the time limits set forth shall be deemed to be in acceptance of the decision previously rendered and shall bar any further appeal concerning the particular grievance.

1.9.3 The Association president or his/her designee shall represent the Association in grievance matters with the superintendent.

1.9.4 A. It is important that grievances be handled as rapidly as possible. The number of days indicated at each level shall be considered as maximum and every effort shall be made to expedite the process. However, when mutually agreed upon in writing, the time limits given below may be extended.

- B. It shall be the general practice of all parties to process grievances during times when they do not interfere with assigned duties.
- C. Forms for processing grievances, shall be produced by the School District and shall be made available to the Association for distribution and use.
- D. Written grievances (Appendix B) as required herein shall contain the following:
  - 1. It shall be signed by the Grievant(s) or the Association Grievance Committee Chairperson
  - 2. It shall contain a full synopsis of the facts giving rise to the alleged violation.

3. It shall cite the section or subsections of the Agreement alleged to have been violated.
4. It shall contain the date of the alleged violation if known.
5. It shall specify the relief requested.

1.9.5 Level One

- A. A grievance must be filed within thirty (30) days of the occurrence of the event(s) upon which the grievance is based or the date of the event(s) becomes known to the grievant. The grievance shall be presented by the teacher to his/her principal either directly or accompanied by his/her Association representative during such time so as not to interfere with the normal school functions.
- B. Within five (5) days after presentation of the grievance, the principal shall give his/her response in writing to the teacher and/or Association representative.

1.9.6 Level Two

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

1.9.7 Level Three

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

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

1.9.8 Level Four

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

1.9.9 Miscellaneous

- A. The following circumstances, situations and matters shall not constitute grievance subject matter and are hereby expressly excluded from this procedure and the provisions for arbitration:

1. Any matter dealing with the rights of tenure teachers pursuant to the Michigan teacher Tenure Act (MCL 38.71 ET SEQ.), which is within the jurisdiction of the State Tenure Commission for appeal and/or requiring a hearing before the Board of Education.
  2. The termination of services of or failure to renew the employment of any tenure or probationary teacher and/or the placing of a probationary teacher on a third year of probation.
  3. The termination of services of or failure to renew the employment of or failure to employ any teacher in an extra curricular position.
  4. Any matter for which there is a specified procedure and/or administrative agency established by State and/or Federal law to provide recourse.
- B. Any grievance occurring during the period between the termination date of this Agreement and the effective date of any new successor Agreement shall not be processed under the terms of this grievance procedure and shall not be subject to the arbitration provisions of this Agreement.
- C. Notwithstanding the expiration of this Agreement, any claim or grievance arising during its term shall be processed through the grievance procedure according to its terms until resolution.
- D. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

1.10 Negotiations Procedure

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

1.11 Definition of Seniority

- 1.11.1 Seniority is the length of service within the District as of the first working day.
- 1.11.2 Teachers shall lose seniority rights if they retire, resign, are discharged, or fail to return from an approved leave of absence within three (3) days of the scheduled date without a valid excuse.

- 1.11.3 An updated seniority list shall be submitted to the Association no later than October 15 of each year.
- 1.11.4 For teachers hired prior to July 1, 1988, the alphabetical order of the employee's last name shall determine placement on the seniority list when there is a tie as to seniority dates.

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

## ARTICLE 2

### EMPLOYMENT RELATIONS

#### 2.1 Hiring, Vacancies, Promotions & Transfers

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

A. Transfer is defined:

1. In elementary - a change of grade level and/or building.
2. In secondary - a change of grade level, building or subject, e.g. Math to English.

- 2.1.2 Involuntary transfers shall not be made except for valid administrative reasons. Such transfers shall not be for disciplinary, arbitrary or capricious reasons.
- 2.1.3 The Superintendent, or his/her designated representative, shall give consideration to the preference requested, but may deny transfer if, in his/her opinion, it is in the best interest of the students, teacher and district.
- 2.1.4 The Board declares its support of a policy for filling all vacancies including supervisory positions from within its own teaching staff. Whenever a vacancy arises or is anticipated, the Superintendent shall promptly post notice of same on the bulletin board in each building, for no less than ten (10) days before the position is filled, and notify the Association. Vacancies in the bargaining unit shall be filled on the basis of experience, competency, and qualifications of the applicant, length of service in the District, and other relevant factors.



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

1. Teachers with specific interests in possible vacancies shall notify the administration of their interest, in writing, during the last regular week of school and shall include a summer address.
2. Should a vacancy occur, the teachers who have expressed an interest in said position or a similar position shall be contacted by administration via certified mail to the above address and notified of the vacancy.
3. The teachers so notified shall have the responsibility of contacting the administration indicating their interest in said position within five (5) working days after the date of mailing.

2.1.5 Promotion is the movement of a teacher to a supervisory position. The Board shall consider all qualified applicants from within or outside the District. The Board's failure to promote any teacher shall not be subject to the grievance procedure.

2.1.6 Any teacher who shall be transferred to an administrative position or to an executive position and shall later return to a teacher's status, shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer to supervisory or executive status.

2.1.7 Whenever new positions are created during the period of this Agreement, the Board shall establish the job and rate of pay which shall be posted. If the Association objects to this rate of pay within thirty (30) days of such posting, the parties agree to negotiate on a new pay scale.

2.1.8 Upon approval of the building principal, two teachers in the same building may exchange positions by mutual agreement without invoking the vacancy posting and/or transfer provisions of this article.

## 2.2 Resignations

2.2.1 A teacher shall discontinue his/her service with the Board of Education only by mutual consent after July 1st. Written notice shall be given to the Board of Education at least sixty (60) days before the start of the ensuing school year. This resignation shall be acted upon at the regular meeting of the Board of Education.

2.2.2 Article IV of the Michigan Teacher Tenure Act (Appendix A) shall apply for discharge or demotion.

2.3

### Association Rights

- 2.3.1 The Association shall have the right to use school facilities and equipment in accordance with existing Board Policy.
- 2.3.2 State and National Association officials who are not employees of the local school district shall not be permitted to visit school premises during regularly scheduled school hours, except upon invitation or notification of administration.
- 2.3.3 Association business shall not be conducted during the regular class hours.
- 2.3.4 The Association shall be provided adequate bulletin board space in a place readily accessible to teachers in each school building for the posting of notices and other materials relating to Association activities. All materials posted shall relate to official business of the Association.
- 2.3.5 The Board shall cause to be sent to the Association President a copy of the agenda, minutes and material relating to the minutes for each of its meetings, at the same time said copies are sent to the Board members.

2.4

### Department Chairpersons

- 2.4.1 The teachers in any department in the middle school or senior high school level shall each year select from among their numbers a department chairperson. In those departments of a school having less than five (5) members, a department chairperson shall be selected among all teachers in similar departments in the district. The department chairperson shall exercise the coordination of programs and materials and shall serve as instructional liaison between teachers of the department and the school administration. Such chairperson shall not be called a supervisory employee.

2.5

### Teacher Qualifications & Assignments

- 2.5.1 No new teacher shall be employed by the Board for a regular teaching assignment who does not have a Bachelor's Degree from an accredited college or university, and a provisional, continuing or permanent certificate.
- 2.5.2 The employment of teachers whose certification is based on the Michigan full year permit is to be permitted only in cases of absolute necessity or where the teacher has outstanding credentials and the Association shall be so notified in each instance and the Board shall indicate the extent to which it has endeavored to fill the position with a fully qualified certificated person. No person whose certificate is based on the Michigan full year permit shall be employed in a regular full-time position for more than two (2) consecutive years.
- 2.5.3 Once hired, it is the responsibility of the teacher to see that he/she continues to be properly certified, and meets all

qualifications of his/her position. The state code governing certification shall govern. It is the responsibility of the teacher to provide the Board with an original of his/her certificate properly executed including all valid endorsements. Determinations of certification and qualifications shall be based upon the documentation on file with the Board at the time the decision is made.

2.5.4 Teachers shall not be assigned outside the scope of their teaching certificates except temporarily and for good cause, and the Association shall be notified in each instance, along with written statement or reasons for such assignment. Temporary shall be defined for the purpose of this Article as not to extend beyond the end of the school year.

2.5.5 The administration agrees to provide teachers with tentative teaching assignments on or before June 15th of each school year with the expressed understanding that such schedules shall probably have to be revised by August 15th. Once final schedules are made known at said later date, there will be no change in such assignments until the teacher affected is notified and consulted with in advance. Provided, however, all teachers shall notify the school district of a summer address at which they can be located, and if a certified letter to the teacher is not answered within ten (10) days, within the continental United States, the administrators of the district can make changes in assignments.

2.5.6 Teachers who shall be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the middle and secondary grades shall be notified by the district in accordance with paragraph 2.5.5. Such changes shall be on a voluntary or temporary basis as much as possible.

2.5.7 Any assignments in addition to the normal teaching schedule during the regular school year, including adult education course, driver education, extra duties enumerated in an attached Appendix, the summer school courses, shall not be obligatory but shall be with the consent of the teacher. Consideration in making such assignments shall be given to tenure teachers regularly employed in the District.

## 2.6 Teacher Evaluation

2.6.1 The formal evaluation report of a probationary as well as tenure teacher shall be the responsibility of the administration.

2.6.2 All tenure teachers shall be evaluated at least every three years. All probationary teachers shall be evaluated at least three (3) times per year.

2.6.3 All teachers shall be evaluated on the classroom teaching process, by a minimum of thirty (30) minutes classroom observation.

The parties agree that the teacher evaluation procedure shall provide for informal opportunities for the building principal to



record the teaching performance at other times in addition to the formal classroom observation. Discussion of informal observations shall be held within ten (10) days, otherwise the informal observations may not be used as a part of the teacher's evaluation.

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

2.7 Personnel Files and Records

- 2.7.1 Each teacher shall have the right upon request to review his/her personnel file and to respond to anything therein and said response shall be attached to the item in question and shall become part of the teacher's file.
- 2.7.2 Any material placed in the teacher's personnel file which is relied on for discipline action must be furnished to the teacher, allowing the teacher an opportunity to file a response thereto, and said response shall be come a part of said file.
- 2.7.3 In considering disciplinary action against any teacher the Board shall not take into account any prior disciplinary action if it occurred more than three (3) years prior to such consideration. All disciplinary material placed in a teacher's file shall be removed from his/her file after three (3) years and destroyed.

2.8 Reductions in Personnel, Seniority and Recall

- 2.8.1 In the event a reduction in staff is necessary due to a decrease in students, educational revisions, or budgetary or financial consideration, the following shall be applied:
- A. The criteria used to identify those teachers who will be laid off shall be, in order of priority:
1. Seniority (See Section 1.13)

2. Certification and qualification (Qualification shall be defined as meeting the requirements of the appropriate accreditation agency, i.e. North Central Association.)
  3. Teaching experience:
    - a. K - 8
    - b. 7 - 12
- 
- B. Should a position be eliminated, the affected teacher shall have the right to "bump" the teacher with the least seniority in an area for which he/she is certified and qualified. In order to "bump" into a position, the teacher must be certified and qualified for the position as it exists. The district is not obligated to restructure teaching positions.
  - C. Prior to initiating any layoffs, the district shall send letters to all teaching staff, soliciting "volunteer" layoffs from anyone in areas which are affected by program cuts.
  - D. Inasmuch as possible, normal attrition shall be used. That is, teachers who resign shall not be replaced, or the position shall be filled from within the District, first by those persons laid off or slated for layoff who are certified and qualified, and then from others within the district if there are qualified teachers available in the district.
  - E. Persons affected by elimination of positions or "bumping" shall be notified in person or by certified mail and shall be given five (5) working days from receipt of notification to indicate their desire to exercise their rights to any other position. Such indications shall be made in writing.
  - F. Teachers who are laid off shall be called back in reverse order of layoff to fill openings as they arise and as the teacher is certified and qualified. When a teacher is notified of a comparable opening, he/she shall have five (5) working days from the receipt of notification to indicate his/her desire to accept the position. Failure to accept an available opening within five (5) days of notification shall result in loss of all seniority rights.
  - G. Tenured Association Representatives, by virtue of their position, shall be placed at the top of the seniority list while holding office.

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

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

2.9 Commitment to In-Service Education and Conferences

2.9.1 The Board of Education shall encourage teachers to actively participate in professional conferences, in their subject matter field, and the Michigan Department of Education curriculum meetings, with no loss of pay. The Board agrees to fully reimburse any employee for course work taken which was requested or approved by the Board.

2.9.2 Reimbursement shall be made for expense for professional conferences in the teacher's subject field and to the Michigan Department of Education Curriculum meetings, at the following rates:

- A. Actual railroad, plane or bus fare. Private car expenses, to conform to the approved IRS rate.
- B. Meals not to exceed fifteen dollars (\$15.00) per day except when specially reserved meals may exceed this amount. Reasonable extra expense will be allowed with receipts.
- C. Lodging expenses will be paid upon presentation of receipts.
- D. Teachers shall suffer no loss of pay attending authorized meetings for the improvement of education.
- E. Requests for permission to attend professional meetings shall be approved by the principal and superintendent of schools, at least two (2) weeks prior to the meeting.
- F. A report shall be submitted in writing, on the activities of the conferences, with recommendations, if any, for use in the Kalkaska Public Schools.
- G. Teachers may be called upon to make an oral report to the Association and/or the Board of Education.
- H. An itemized statement of expenditures must be presented within five (5) days following the close of the meeting.

2.9.3 In the event that the Board of Education decides to reinstate the traditional district and/or building curriculum/accreditation half day student schedule, teachers shall have one hour for lunch and the total work day shall not exceed seven and one-half (7 1/2) continuous hours.

2.9.4 Any member of the professional staff may qualify for educational credit and advancement by participating in the following activities. Credit shall be determined by a committee composed of one School Board member, one member of the Administrative staff, and one member appointed by the Association. The Committee shall assign

credit equivalent to from one (1) to eight (8) semester hours for the aforementioned activities on an annual basis. Credits from an accredited institution shall be accepted as prescribed by that institution. Application shall be accepted within one (1) week of October 1st and/or March 1st to be acted upon by the Committee within one (1) month of these dates. Those people expecting credit for travel for which they have not been reimbursed should submit a written evaluation to the Committee with a statement as to the amount of credit they expect.

- A. Participation in a workshop or seminar, equivalent to two (2) semester hours of credit offered by an accredited institution.
- B. Service on professional committees which meet outside school hours. (Curriculum Committee, Textbook Selection Committee, Professional Problems Committee, Advisory Committee, Self-Improvement Committee, etc.)
- C. Active member of an important professional committee on a regional, state or national level, participation in a professional program in a regional, state or national convention.
- D. Approved work experience.
- E. Travel extensive enough to warrant educational and cultural value as a teacher.
- F. Publication of original research in a recognized journal, publication or in a book form.
- G. Participation in a school, college or professional in-service program of at least one (1) semester (18 hours) duration.
- H. Active participation in a service capacity in an out-of-school community activity of sufficient stature and duration.
- I. Professional record-membership in professional organizations, professional conventions attended and other contribution beyond the call of duty performed.
- J. Credit earned as previously defined in Article 2.9.4. Educational Credit for vertical or horizontal movement shall be only up to, but not including the next degree level.

## 2.10

### Rights of the Board

#### 2.10.1

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities.
- B. To hire all employees and subject to the provision of law, to determine their qualification.
- C. Establish grades and courses of instruction, including special programs, provide for athletic, recreational and social events for the students, all as deemed necessary or advisable.
- D. Decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of the teaching aids of every kind and nature.
- E. To determine class schedules, the hours of instruction and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to the administrative and nonteaching activities, and the terms and conditions of employment.

2.10.2 The Exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of the agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the the United States.

2.10.3 In order to provide continuing health protection for students and other school personnel, it shall be the policy of the Kalkaska Public Schools, that:

- A. Upon initial employment, each employee shall provide, by certification of his/her private physician, evidence of:
  - 1. Such state of health that he/she is able to attend to assigned duties without undue absence during the ensuing year.
  - 2. Freedom from active tuberculosis and other communicable diseases.
- B. Thereafter the employee shall show evidence of his/her continued freedom from active tuberculosis by either a tuberculin skin test or a chest x-ray, and submit such evidence prior to reporting to work with the students under the rules and regulations of the Michigan Department of Health, (required by Public Act 290, Public Acts of 1966).
  - 1. If the employee is unable to take a Mantoux test, a TB x-ray shall be scheduled, the cost of which will be borne by the Board.



2.10.4 The Board may, at its discretion, require any teacher to submit to a physical and/or psychological or psychiatric examination at any time. Such required examination shall be paid for by the Board. A written recommendation shall be made available to the Board.

2.11 Classroom Paraprofessionals

2.11.1 Classroom paraprofessionals shall be secured by the administration as conditions require.

2.11.2 Paraprofessionals shall be assigned by the principal and be directly under his/her supervision.

2.12 Teacher Rights

2.12.1 Acceptance of the assignment as a supervising teacher shall be voluntary. No more than one (1) extern teacher shall be assigned to any one (1) supervisor at any one time. Supervising teachers shall be tenured teachers and shall work directly with the local program coordinator to provide opportunities for the extern teachers to observe, practice, and develop the arts and skills of the profession. No supervisor shall be assigned an extern teacher in consecutive semesters.

2.12.2 Upon request, passes shall be provided to teachers and their guests for school sports events.

2.12.3 All teacher contracts shall be in writing, and signed by officers of the Board, or an authorized agent of the Board.

2.12.4 Contracts (Appendix C) shall be issued simultaneously to all teachers within five (5) working days of the beginning of school.

2.12.5 Contracts shall be returned within ten (10) days following issue.

2.12.6 In case of a contract grievance, contracts may be held by the teachers until the grievance is settled.

2.12.7 Any teacher given a written reprimand shall have the right to grieve such action if it was not assessed without just cause.

ARTICLE 3

TEACHING CONDITIONS

3.1 Academic Freedom

3.1.1 The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility to inspire meaningful awareness of the respect for the Constitution and Bill of Rights, and to instill appreciation of the values of individual personalities. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.

3.1.2 Academic freedom shall be guaranteed to teachers, insofar as practicable, given due consideration to the composition of student groups, student maturity, and standards of the community as relating to the subject matter.

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

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

### 3.2 Student Discipline and Teacher Protection

#### 3.2.1 Complaints by Students, Teachers, and Parents Critical to Teachers

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

### 3.3 Instructional Materials

3.3.1 Teaching Conditions. The Board agrees to keep the schools and classrooms equipped and maintained as funds permit. The Board recognizes that appropriate texts, library facilities, maps and globes, laboratory equipment and materials are the tools of the teaching profession.

3.3.2 The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide a teacher reference library in each school in the district and include therein reference materials which are requested by the teachers of that school.

### 3.4 School Equipment

3.4.1 The Board shall provide:

- A. Each teacher a desk and storage.
- B. Adequate chalkboard space in every classroom.
- C. Copies, exclusively for each teacher's use, of all texts used in each of the courses that the teacher is to teach.

D. Adequate attendance books, paper, pencils, pens, chalk, eraser, dictionary, and other such material required in daily teaching responsibility (refers to teachers only).

3.4.2 Teachers shall continue to have use of typing, duplicating, stencil, and mimeograph facilities, for preparation of instructional materials.

### 3.5 Teaching Facilities

3.5.1 No teacher shall be required to work, maintain or supervise students in areas deemed to be unsafe or unhealthy.

3.5.2 The Board shall make available, if possible, in each school, adequate lunchroom, restroom and lavatory facilities exclusively for teacher use and at least one (1) room, appropriately furnished, which shall be reserved for use as a faculty workroom. Provision for such facility shall be made in all future buildings.

3.5.3 Whenever vending machines are used in the teachers' lunchroom areas, the profits from all such machines shall be remitted to the building teachers for use in that building.

3.5.4 Telephone facilities shall be maintained for teacher's reasonable use.

3.5.5 A designated smoking area shall be provided in each school building. Teachers may smoke only in the designated smoking areas on non-duty or non-instructional time. The designated smoking area may be one that is away from school facilities routinely used by students, teachers, administrators and parents. The area need not be an enclosed room furnished in any particular manner. Any limitations required pursuant to public health regulations may be imposed with respect to smoking activities.

### 3.6 Teaching Hours

3.6.1 School opening time and dismissal time shall be established by the Superintendent. No modification by the administration shall increase the clock hours beyond seven (7) hours per day.

3.6.2 The Board agrees that the maximum total teacher time excluding extra curricular activities for teachers shall not exceed seven (7) hours per day.

3.6.3 All Teachers shall receive a duty free uninterrupted lunch period of at least thirty (30) minutes.

3.6.4 The Board agrees that elementary teachers shall not be required to be with their students whenever they are receiving instruction by a certified teacher such as art, music, physical education, etc.

3.6.5 The Board agrees that elementary teachers will not be assigned recess duties.



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

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

3.6.7 Teachers may be required to attend not more than two (2) meetings each semester, if called by the building principal. Attendance at all other meetings shall be at the option of the teacher. Exception to this item will be PTO meetings and staff meetings called immediately prior to or after the teachers' school day.

3.6.8 All teachers may be required to attend meetings of parent-teacher building organizations, or district parent-teacher conferences in their building, and remain on duty throughout the scheduled period of meetings.

3.6.9 Teacher participation in extra curricular activities for which no additional compensation is paid, shall be voluntary.

### 3.7 Class Size

3.7.1 The parties recognize that class size is an important factor in the demands made upon the teaching staff.

3.7.2 Whenever the class size in grades K through 2 exceeds thirty (30) students per class or in grades 3 through 12 exceeds thirty-five (35) students per class, except those classes which have traditionally been considered larger classes (i.e. study hall, band, typing, etc.), the parties agree upon the request of the Association to review the matter prior to any corrective or remedial action being taken.

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

3.7.3 The administration shall review with the Association all significant matters relating to the teachers' increased work load and shall consider possible remedies if they are warranted such as increased compensation to the teacher, removal of some students, or other actions which shall improve the situation if at all possible.

- 3.7.4 The parties further agree that if counselors are used in the school system it is desirable to maintain a ratio no greater than three hundred (300) students to one (1) counselor whenever this is feasible or practical in light of the circumstances governing the school operation.

#### ARTICLE 4

##### LEAVES OF ABSENCE

#### 4.1 Professional, Personal, Unpaid and Association Leave

##### 4.1.1 Professional Visiting Day

- A. Each teacher, upon recommendation of the principal, shall be granted time to visit other schools. The purpose of this visit shall be to observe some innovation in the field of the teacher's interest. Teachers shall suffer no loss of pay.
- B. These visiting days are to be approved by the principal of the school to be visited.
- C. A written report shall be made on the result of such a visit to the school principal, and then a meeting may be scheduled to report and discuss such visits with the Association, and/or the Board.

- 4.1.2 A leave of absence shall be granted to a teacher called for jury duty or court subpoena, except to pay an amount equal to the difference between the teacher's salary as computed on a daily basis and the daily duty fee paid by the court. The employee has the right to turn over his/her jury duty check minus the mileage amount to the District so that a regular pay check may be issued.

##### 4.1.3 Leave Day

- A. All teachers regularly employed shall be granted one (1) day of leave per year with full daily pay. Leave means an activity that requires the teacher's presence during the school day, and is of such a nature that it cannot be attended to at a time when school is not in session.
- B. Each regularly employed teacher shall be granted two (2) additional days of leave for an activity that requires the teacher's presence during the school day, and is of such a nature that it cannot be attended to at a time when school is not in session, provided they pay their own substitute and there is no expense to the District. This additional leave must have the approval of the principal and a limit may be placed on the number of regularly employed teachers absent on this leave at any one time.

- C. Teachers shall not be required to specify the reasons for their requests for leave days under Sections A and B (above), but it is expressly understood by both parties that such leave days are not to be used for shopping, social or recreational activities, or in conjunction with any other school holiday period.
- D. The first personal leave day (A), if not used, shall be "rolled over" into that teacher's accumulated sick leave.
- E. During the months of May and June, no more than two (2) teachers shall be allowed to take a leave day pursuant to this section on the same day.

4.1.4 Bereavement

- A. Each teacher shall be granted three (3) days leave in case of death in the immediate family: father, mother, spouse, or child, or spouse's immediate family.
- B. A leave of one (1) day shall be granted to each teacher to attend the funeral of any other near relative.
- C. Travel time is not to exceed three (3) days. Such time shall be allowed without loss of pay.
- D. Funeral leave shall be granted without loss of pay or sick leave days.

4.1.5 Family. In the event of illness, or other emergency in the teacher's immediate family (father, mother, spouse, child, or spouse's immediate family), a leave not to exceed three (3) days shall be granted. If needed, an extension shall be granted upon application to the Superintendent of Schools.

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

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

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

4.1.7 Teachers on a leave of absence for a specified period of time shall be returned to their previous position if at all possible or to a position of like nature in compliance with the terms of this agreement. Teachers returning from an extended sick or disability leave shall normally be returned to their previous position no later than the beginning of the next semester, if the position still exists.

4.1.8 Military Leave. To comply with Federal Law.

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

#### 4.2 Sabbatical Leave

4.2.1 Sabbatical leave shall be interpreted as leave from active duty, granted to any teacher after seven (7) years service in the Kalkaska Public School System (or schools becoming a part of the system, prior to the date of this contract) for the purpose of improving instruction in the Kalkaska Public Schools. Sabbatical leave may be granted for a period of up to one (1) year or one (1) semester, as may be recommended by the Superintendent of Schools. Final approval of those applicants selected by the Superintendent shall be made by the Board of Education at the January Board Meeting.

4.2.2 The application for sabbatical leave must be submitted, in writing, to the Superintendent on or before December 15.

4.2.3 Before approval is given, a qualified acceptable replacement must be available for the period for which the leave is to be granted.

4.2.4 Remuneration to a teacher granted such leave shall be at the rate of one-half (1/2) the yearly salary and payment shall be made on a regular payroll basis of twenty (20) or twenty-six pays.

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

4.2.5 In determining its recommendations or requests for sabbatical leave, the Superintendent shall base decisions on the following basis:

A. The extent of the applicant's professional study, growth, contribution and successful services during preceding years.

B. The extent to which plans submitted for use of time while on leave are definite and educationally constructive.

- C. Length of period of active service in the Kalkaska Public School System.
  - D. Reasonable and equitable distribution of applications among the different levels and department levels and departments in the system.
  - E. Order in which applications are received.
- 4.2.6 Upon return from sabbatical leave, the teacher must submit an appropriate report to the Superintendent. If an abuse of the leave is apparent, the teacher shall reimburse the school district for an average appropriate amount of monies paid while on sabbatical leave and the right of return to the system shall be considered forfeited.
  - 4.2.7 Increment in the salary schedule and sick leave credit shall accrue and be granted when the sabbatical leave is completed.
  - 4.2.8 A teacher, upon completion of a sabbatical leave, shall return to the Kalkaska Public School System for a period of at least one (1) school year.
  - 4.2.9 A teacher not returning to the Kalkaska Public School System for reasons other than health, upon completion of sabbatical leave, shall reimburse the Kalkaska Board of Education for all monies received from them during this leave.
  - 4.2.10 Each applicant shall receive a written response to the application.
  - 4.2.11 Upon return, the Board of Education shall place the teacher in the same position held before the leave.
  - 4.2.12 If sabbatical leave is granted, all other provisions of reimbursement for educational travel credits shall be forfeited during the period of the sabbatical.
- 4.3 

Illness of Disability
  - 4.3.1 All teachers regularly employed for the school year who are absent from duty because of illness and/or physical disability including maternity, shall be allowed annual sick leave on a full daily pay at the rate of ten (10) days per year. These ten (10) days shall be credited to the teacher's account at the beginning of the school year.
  - 4.3.2 Each teacher shall be entitled to accumulate the unused portion of each year's sick leave to a maximum of one hundred (100) days. If, at the end of the year, a teacher has accumulated sick leave up to one hundred ten (110) days, the teacher shall be paid for each day over one hundred (100) at the substitute rate in effect at that time.



- 4.3.3 All teachers shall follow the reporting procedures outlined by the administration at the start of the school year.
- 4.3.4 Teachers who are absent the last work day before and/or the first work day after a holiday may be required to submit a doctor's statement for that day. Failure to submit the required statement for such absence(s) shall result in loss of pay for day or days absent.
- 4.3.5 In the case of an illness or an injury compensated for by Worker's Compensation the teacher's pay shall be the difference between his/her regular daily salary and the amount paid by the Worker's Compensation Insurance. Sick leave days shall be charged in the same proportion as amount paid by the Board of Education.
- 4.3.6 Teachers employed on a part-time basis, or for a part of the school year, shall have sick leave allowance in proportion to the time employed.
- 4.3.7 A statement of the teacher's sick leave account shall be presented to each teacher no later than the fourth Monday following Labor Day and/or the opening of the school year.
- 4.3.8 A teacher reporting for duty at the beginning of his/her work day who is forced to leave because of illness or accident any time after two (2) hours of duty, shall be considered absent for sick leave purposes for one-half (1/2) day. If forced to leave because of illness or injury after two-thirds (2/3) of the working day has been completed, he/she is to be considered present the entire day and no deduction of sick leave or salary is to be made.
- 4.3.9 If a teacher is absent for a period of more than three (3) consecutive contract days, he/she may be required to present a doctor's certificate covering the full period of absence for which he/she is to be paid.

4.3.10 Extended Sick Leave

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

- A. Upon the use of all accumulated sick leave and upon written application to the Superintendent of Schools, the teacher shall qualify for Extended Sick Leave days; either as specified on the following scale (A) or the specific number of days needed to qualify for Long Term Disability benefits, whichever is less.

<u>Year of Service in the District</u>	<u>Days of Extended Sick Leave Available</u>
First	60
Second	52
Third	44
Fourth	36
Fifth	28
Sixth	20
Seventh	12
Eighth	4
Ninth +	2

- B. Disability days between the available number of Extended Sick Leave days and the days needed to qualify for Long Term Disability benefits shall be unpaid leave.
- C. The extended Sick Leave provision may only be utilized once per year for a recurrent illness.
- D. Applications to the Superintendent for Extended Sick Leave shall be made in writing and must be accompanied by the school district's form (Appendix E). The application shall include a physician's certification that the employee is unable to work for medical reason.
- E. Section 2.10.4 of this Agreement may be applied to this provision at the Board's discretion.

4.3 12 In case of partial disability which may incapacitate the teacher from discharging his/her full teaching duties, such teacher's assignments may be adapted to his/her ability and proportional salary adjustment made.

- A. Certification of a medical doctor must be on file approving such assignment.
- B. Assignments shall be made at the discretion of the administration and within the area of teaching competence.

## ARTICLE 5

### COMPENSATION AND BENEFITS

5.1

#### Insurance and Benefits

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

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

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

Health SMI with MESSA Care Rider  
LTD 66 2/3 %  
90 calendar days, modified fill  
\$2,500 maximum  
Social Security Freeze  
Alcoholism/drug addiction - 2 years  
Mental/nervous-same as other illness  
Dental Dental 60/60/60: \$600  
Negotiated Life \$20,000 AD & D  
Vision VSP-2

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

Delta Dental 75/60/75: \$1,200  
Vision VSP-3  
Negotiated Life \$30,000 AD & D  
LTD Same as above

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

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

Vision VSP-3  
Negotiated Life \$30,000 AD & D  
LTD Same as above

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

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



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

Delta Dental 75/60/75; \$1,200  
Negotiated Life \$30,000  
LTD Same as above

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

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

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

Negotiated Life \$30,000  
LTD Same as above

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

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

## 5.2

## Salary Schedule

## 5.2.1 1990-91 Salary Schedule

Step	BA	BA+18	MA/MS BA+45	MA+15 BA+60	MA+30 BA+75
1	20,250	20,971	22,733	23,450	24,178
2	21,289	22,011	23,767	24,493	25,212
3	22,326	23,049	24,805	25,531	26,251
4	23,363	24,086	25,844	26,566	27,288
5	24,401	25,122	26,883	27,603	28,325
6	25,436	26,159	27,920	28,641	29,362
7	26,478	27,197	28,957	29,681	30,401
8	27,514	28,234	29,982	30,716	31,435
9	28,550	29,272	31,032	31,752	32,475
10	29,589	30,310	32,069	32,792	33,513
11	30,624	31,348	33,106	33,827	34,551
L1	31,543	32,289	34,099	34,842	35,587
L2	32,462	33,229	35,092	35,856	36,624
L3	33,381	34,170	36,085	36,871	37,660

Senior Advisory Teacher (2 year position) \$6,000 annually.  
 Senior Advisory Teacher (1 year position) \$10,000.

5.2.2 1991-92 Salary Schedule:

Step	BA	BA+18	MA/MS BA+45	MA+15 BA+60	MA+30 BA+75
1	21,465	22,229	24,097	24,857	25,628
2	22,566	23,332	25,193	25,963	26,725
3	23,665	24,432	26,293	27,063	27,826
4	24,765	25,532	27,394	28,160	28,925
5	25,865	26,629	28,496	29,260	30,025
6	26,962	27,728	29,596	30,360	31,124
7	28,066	28,829	30,695	31,462	32,225
8	29,165	29,928	31,781	32,559	33,321
9	30,263	31,028	32,893	33,657	34,424
10	31,364	32,128	33,993	34,760	35,524
11	32,462	33,229	35,092	35,856	36,624
L1	33,436	34,226	36,145	36,932	37,722
L2	34,410	35,223	37,198	38,008	38,821
L3	35,384	36,220	38,251	39,083	39,920

Senior Advisory Teacher (2 year position) \$6,000 annually.  
 Senior Advisory Teacher (1 year position) \$10,000.

5.2.3 1992-93 SALARY SCHEDULE

Step	BA	BA+18	MA/MS BA+45	MA+15 BA+60	MA+30 BA+75
1	22,753	23,563	25,543	26,349	27,166
2	23,920	24,731	26,705	27,521	28,328
3	25,085	25,897	27,871	28,687	29,496
4	26,251	27,063	29,038	29,849	30,660
5	27,417	28,227	30,205	31,015	31,826
6	28,580	29,392	31,371	32,181	32,991
7	29,750	30,559	32,536	33,350	34,158
8	30,915	31,724	33,688	34,512	35,321
9	32,079	32,890	34,867	35,677	36,489
10	33,246	34,056	36,033	36,845	37,655
11	34,410	35,223	37,198	38,008	38,821
L1	35,442	36,280	38,314	39,148	39,986
L2	36,474	37,336	39,430	40,288	41,150
L3	37,507	38,393	40,546	41,428	42,315

Senior Advisory Teacher (2 year position) \$6,000 annually.  
 Senior Advisory Teacher (1 year position) \$10,000.

5.2.4 Longevity steps are defined and paid as follows:

- A. L1: at the beginning of the 13, 14 and 15th years of credited service, 3% of step 11, appropriate column.
- B. L2: at the beginning of 16, 17, and 18th years of credited service, 6% of step 11, appropriate column.
- C. L3: at the beginning of 19th and more years of credited service, 9% of step 11, appropriate column.

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

5.3

Professional Compensation

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

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

- 5.3.10 The contractual salary shall be divided into twenty-six (26) pays. Upon request of the teacher, at the start of the school year, and approved by the Superintendent, a teacher may be paid bi-weekly, on a twenty (20) pay schedule.
- 5.3.11 Teachers shall be paid bi-weekly, on a twelve (12) month basis, with the following exceptions:
- A. Those teachers who retire at the close of the school year shall receive all pay due them on or before June 30th.
  - B. In the event that a teacher retires during the school year, he/she shall be paid in full prior to the initial month of retirement.
- 5.3.12 If a teacher expects to complete sufficient approved courses by August 30th of any year for advancement on the salary schedule, written notice shall be given to the Superintendent no later than April 30th, in order that the amount may be included in the school budget.
- 5.3.13 Teachers required to drive personal automobiles from one school to another, in the course of their work, shall receive a car allowance at the same rate established in 2.9.2.A. The same allowance shall be given for use of personal car for field trips or other business of the District. The Board shall provide liability insurance protection for teachers when their personal automobiles are used as provided in this section.
- 5.3.14 In recognition of services to the School District, a terminal leave payment shall be made as follows:
- A. Terminal pay shall be granted to any teacher who retires from employment with the Board, at the rate of one-half percent (1/2%) of the teacher's final annual contract salary, for each year employed by the Board. (Extra pay for non-tenure duties are not to be included as part of the contract salary.)
  - B. To be eligible for terminal leave pay, a teacher must have been employed as a teacher by the Board for a minimum of ten (10) years immediately prior to retirement, and must be qualified to receive retirement benefits under provisions of the Michigan Public School Employees Retirement Fund Board. Sabbatical leaves, but not other leaves, may be counted in determining the years of consecutive employment.



C. Terminal leave pay shall be paid in full to an eligible teacher, upon retirement.

5.3.15 Early Retirement Incentive

Any teacher who has not less than six (6) consecutive years of service as a teacher in the Kalkaska Public Schools and is otherwise qualified to retire under the Michigan Public School Employees Retirement System, may opt to serve up to his/her last two years as a Senior Advisory Teacher with duties to assist less experienced teachers or probationary teachers in orienting themselves to the Kalkaska Public Schools. Teachers must make application by September 1 two (2) years in advance for the two year position and one year in advance for the one year position.

5.3.16 In the event the Board determines to maintain a summer school program, the Board agrees to give preference to regularly employed teachers in the district who are qualified for the available summer school positions, and who have notified the Superintendent of their desire to teach in the summer school program, in filling such positions.

A. Rates for summer school positions shall be determined by the Board.

5.3.17 Substitute teacher's salary shall be set by the Board, but no less than fifty dollars (\$50.00) per day.

A. The administration has the authority to assign teachers to substitute for absent teachers, during their conference period, or other period when available, providing every effort has been made to secure a regular substitute teacher.

B. Such regular teacher shall receive the rate of fifteen dollars (\$15.00) for each period he/she substitutes and loses his/her conference period.

5.3.18 Any teacher required to work beyond his/her contractual year shall be compensated at his/her daily rate.

5.3.19 Any teacher taking an extra class assignment in lieu of preparation time shall be compensated at twenty percent (20%) of his/her regular salary.

5.4 Extra Curricular Compensation

5.4.1 All extra pay assignments are non-tenure assignments.

INTERSCHOLASTIC SPORTSFALL SPORTS

Basketball - Girls		Cheerleading	
Head Varsity Coach.....	12%	Varsity Coach.....	3%
Junior Varsity Coach.....	8%	Junior Varsity Coach.....	2%
Freshman Coach.....	6%		
8th Grade Coach.....	5%	Cross Country	
7th Grade Coach.....	5%	Varsity Boys Coach.....	6%
		Varsity Girls Coach.....	6%
Football			
Head Varsity Coach.....	12%		
Ass't Varsity Coach (2)...	8%	Golf	
Junior Varsity Coach (2)...	8%	Head Coach.....	6%
Freshman Coach (2).....	6%		
8th Grade Coach (2).....	5%		

WINTER SPORTS

Basketball - Boys		Cheerleading	
Head Varsity Coach.....	12%	Varsity Coach.....	4%
Junior Varsity Coach.....	8%	Junior Varsity Coach.....	4%
Freshman Coach.....	6%	M.S. Sponsor.....	2%
8th Grade Coach.....	5%		
7th Grade Coach.....	5%	Skiing	
		Head Boys Coach.....	5%
Volley Ball		Head Girls Coach.....	5%
Head Varsity Coach.....	9%		
Junior Varsity Coach.....	7%	Wrestling	
Freshman Coach.....	5%	Head Coach.....	10%
8th & 7th Grade Coach.....	3%	Assistant Coach.....	8%

SPRING SPORTS

Track		Baseball	
Varsity Boys Coach.....	9%	Head Varsity Coach.....	9%
Assistant Boys Coach.....	6%	Junior Varsity Coach.....	6%
Varsity Girls Coach.....	9%		
Assistant Girls Coach....	6%	Softball	
8th & 7th Grade Boys.....	3%	Head Varsity Coach.....	9%
8th & 7th Grade Girls....	3%	Junior Varsity Coach.....	6%

YEAR ROUND

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

EXTRA CURRICULAR COMPENSATION

Advanced Placement Instructors . . . . .	10%
High School Band Director . . . . .	7%
Middle School Band Director . . . . .	3%
HS/MS Vocal Director . . . . .	3%
(Should the above three assignments be given to one person, the combined compensation shall be 10%)	
Drama Director . . . . .	7%
Activities of the Mind - (1) HS & (1) MS for each activity . . . . .	3%
(Should include Science Olympiad, Odyssey of the Mind, Future Problem Solving, etc.)	
Head Class Sponsors	
Seniors . . . . . 4%	Sophomore . . . . . 2%
Junior . . . . . 4%	Freshman . . . . . 2%
(Should include Float supervision, class sales, class dances, and all class activities.)	
National Honor Society . . . . .	2%
Student Council - (2) H S . . . . .	3%
Student Council - (1) M S . . . . .	2%
Newspaper (High School) . . . . .	3%
Yearbook (High School) . . . . .	3%
Clubs . . . . .	3%
(Should include Art, Languages, Camera [yearbook photos], BOEC, FHA, etc.)	
Dances, Sponsors - after games (2) . . . . .	\$20.00 each
Vocational Certificate . . . . .	\$500.00

INTRAMURAL COORDINATORS

Football (6th & 7th Grade) . . . . .	2%
Basketball	
6th Grade Girls . . . . .	2%
6th Grade Boys . . . . .	2%
5th & 4th Grade Girls . . . . .	2%
5th & 4th Grade Boys . . . . .	2%
Lunch Time Directors (HS & MS [1] each) . . . . .	2%

5.4.3 In the event that Cross Country Varsity Boys and Varsity Girls Coaching positions are combined into a Varsity Cross Country Coach and an Assistant Cross Country Coach, or the Head Boys Skiing Coach and Head Girls Skiing Coach position are combined into a Head Skiing Coach and an Assistant Skiing Coach, the rates of pay shall be:

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

## ARTICLE 6

### OTHER

6.1 District Advisory Committee

6.1.1 The composition and structure of the District Advisory Committee shall be as follows:

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

6.1.2 Purposes of the Committee:

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

6.1.3 The duties of this committee shall be as follows:

- A. To assist probationary teachers in attaining and maintaining satisfactory professional standards.

B. To assist tenure teachers in professional improvement and maintaining satisfactory professional standards.

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

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

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

6.2 Curriculum Development Council

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

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

A. Assessing program needs within the context of everchanging federal, state and local environments.

B. Examining subject content, student performance behaviors, and program delivery systems.

C. Organizing the program of instruction into a uniform and consistent written format.

D. Evaluating the District's testing program and analyzing student test results as they relate to curriculum and student achievement.

E. Developing, organizing and approving proposals for program change and submitting them to the Administration and Board of Education.

F. Helping to develop activities for teacher in-service education.

6.2.2 Membership in the Curriculum Development Council shall consist of one teacher representative from each grade level. At the secondary level, this representation may be decided by subject area representation but with no more representatives than the number of grade levels housed in the building. At the elementary level, there must be at least one member from each building.

6.2.3 Should vacancies arise in the Curriculum Development Council, replacement representatives shall be elected by the existing Council membership.

6.2.4 Building principals and Central Office Administrator shall be ex-officio, non-voting members of the Council. The Superintendent or his/her designee shall be the Coordinator of the Curriculum Development Council. The administrative role in the functions of the Council shall be to lend support, guidance, and direction when needed.

6.3 Special Education

6.3.1 Transfer

A. In the event the District transfers special education programs or staff to the Intermediate School District, another school district or to a consortium, all staff members transferred shall be granted a leave of absence to accept employment with the receiving district and shall retain their seniority rights in the Kalkaska School District.

B. The leave of absence shall be granted until the teacher is laid off or the program terminated, at which time the teacher involved shall be allowed to exercise his/her seniority rights in the Kalkaska School District if he/she has given notice to the District within thirty (30) calendar days.

C. The teacher shall be employed as soon as a position is available and a lesser seniority teacher is properly notified and laid off in accordance with the provisions of the current collective bargaining agreement.

D. Employees who accept this leave of absence shall be granted the right to apply for any posted vacancy in the Kalkaska System and shall be considered for such vacancy provided they are certified and qualified.

E. Employees transferred to another district with the transfer of Special Education program(s) shall not sustain a loss of compensation or fringe benefits.

6.3.2 Directional Statement

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



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

#### 6.3.3 IEPC Participation

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

#### 6.3.4 Calling IEPC

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

#### 6.3.5 IEPC Training/Information

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

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

#### 6.3.6 Support for Regular Educational Personnel

The parties recognize the extent to which a handicapped student can participate in regular education programs and services and whether such participation can be achieved satisfactorily, will depend in

large part upon the training and other support provided the regular education personnel responsible for instructing the handicapped student.

6.3.7 Proportional LRE

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

6.3.8 Start/End Times

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

6.3.9 Accountability/Liability

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

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

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

6.3.10 No retaliation

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

6.3.11 Medically Fragile Students

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

6.4 Teacher Job Sharing

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

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

6.5 Channel One

The Board agrees to indemnify and hold the Association, including each individual member, harmless against any and all claims, demands, costs, suits, damages, awards, judgments or other forms of liability, including but not limited to damages and all court or administrative costs that may arise out of or by reason of any action taken by the Association or its members in the implementation and/or use of Channel 1, The Whittle Educational Network. It is specifically and expressly agreed that any payment of any demand arising hereunder shall be made directly from the Board and at no time shall the Association or any member be obligated to pay out any monies for any reason associated with Channel 1.

6.6 Two-Way Interactive Television

6.6.1 In the event that a two-way interactive television system is considered as a part of the District's curriculum program, the Board and the Association shall meet to determine additional compensation for any bargaining unit member providing instruction through such a system.

6.6.2 No bargaining unit member will suffer loss of employment or compensation as the result of the implementation of such a system, nor will any bargaining unit position(s) be eliminated.

6.7 Annexation, Consolidation, or other Reorganization of the District

6.7.1 This Article shall be binding upon the Board and its successor personnel and upon any school district into which or with which this District shall be annexed, consolidated or otherwise reorganized, including consortia. All bargaining unit members on tenure at the time of annexation, consolidation or other reorganization shall be granted tenure by the successor board of education. All rights accrued by bargaining unit members under this Agreement shall be assumed by the successor board of education. No bargaining unit member shall be adversely affected by a change in hours, wages, terms or conditions of employment in the existing agreement as a result of the annexation, consolidation or other reorganization, including but not limited to seniority, salary, fringes, transfer rights, maintenance of standards, layoff and recall, and assignments.

6.8 School Improvement Plans

Language on school improvement plan will be added to this Agreement before any plan is submitted to the appropriate state agency.

DURATION OF AGREEMENT

The provisions of this Agreement shall be effective as of the date hereof, and shall continue in full force and effect until August 31, 1990.

IN WITNESS WHEREOF, the parties have hereunto set their hands this <sup>3</sup> 17th day of September, 1990.

NORTHERN MICHIGAN EDUCATION ASSOCIATION

KALKASKA PUBLIC SCHOOLS BOARD OF EDUCATION

By [Signature]  
President

By [Signature]  
President

By [Signature]  
NMEA Staff Liaison

By [Signature]  
Vice-President

By [Signature]  
Chief Spokesperson

By [Signature]  
Secretary

By [Signature]  
Chairperson, Negotiating Committee  
President, KEN

By [Signature]  
Treasurer

By [Signature]  
Negotiating Committee Member

By [Signature]  
Trustee

By [Signature]  
Negotiating Committee Member  
WEEK 4/3/90

By [Signature]  
Trustee

By [Signature]  
Negotiating Committee Member

By [Signature]  
Trustee

By [Signature]  
Negotiating Committee Member

By [Signature]  
Superintendent

[Signature]  
[Signature]



APPENDIX A

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

ARTICLE IV  
DISCHARGE, DEMOTION OR RETIREMENT

- 38.101 Teacher on continuing tenure; discharge, demotion or retirement; continuation of contracts of teachers over retirement age.
- Sec. 1 Discharge or demotion of a teacher on continuing tenure may be made only for reasonable and just cause, and only after such charges, notice, hearing, and determination thereof, as are hereinafter provided. Nothing in this act shall be construed as preventing any controlling board from establishing a reasonable policy for retirement to apply equally to all teachers who are eligible for retirement under Act no. 136 of the Public Acts of 1945 or having established a reasonable retirement age policy, from temporarily continuing on criteria equally applied to all teachers the contract on a year to year basis of any teacher whom the controlling board might wish to retain beyond the established retirement age for the benefit of the school system.
- 38.102 Charges against teacher; filing, notice and hearing
- Sec. 2 All charges against a teacher shall be made in writing, signed by the person making the same, and filed with the secretary, clerk or other designated officer of the controlling board. Charges concerning the character of professional services shall be filed at least 60 days before the close of the school year. The controlling board, if it decides to proceed upon such charges, shall furnish the teacher with a written statement of the charges including a statement of the teacher's rights under this Article, and shall at the option of the teacher, provide for a hearing to take place not less than thirty (30), nor more than forty-five (45) days after the filing of such charges.
- 38.103 Suspension of teacher pending decision; compensation.
- Sec. 3 On the filing of charges in accordance with this section, the controlling board may suspend the accused teacher from active performance of duty until a decision is rendered by the controlling board, but the teacher's salary shall continue during such suspension: provided, that if the decision of the controlling board is appealed and the Tenure Commission reverses the decision of the controlling board, the teacher shall be entitled to all salary lost as a result of such suspension.
- 38.104 Hearing, rules and regulations



Sec. 4 The hearing shall be conducted in accordance with the following provisions:

- a. The hearing shall be public or private at the option of the teacher affected.
- b. No action shall be taken resulting in the demotion or dismissal of a teacher except by a majority vote of the members of the controlling board.
- c. Both the teacher and the person filing charges may be represented by counsel.
- d. Testimony at hearings shall be on oath or affirmation.
- e. The controlling board shall employ a stenographer who shall make a full record of the proceedings of such hearing and who shall, within ten (10) days after the conclusion thereof, furnish the controlling board and the teacher affected thereby with a copy of the transcript of such record, which shall be certified to be complete and correct.
- f. Any hearing held for the dismissal or demotion of a teacher, as provided in this act, must be concluded by a decision in writing, within fifteen (15) days after the termination of the hearing. A copy of such decision shall be furnished the teacher affected within five (5) days after the decision is rendered.
- g. The controlling board shall have the power to subpoena witnesses and documentary evidence, and shall do so on its own motion or at the request of the teacher against whom charges have been made. If any person shall refuse to appear and testify in answer to any subpoena issued by the controlling board, such controlling board may petition the circuit court of the county, setting forth the facts which court shall thereupon issue its subpoena commanding such person to appear before the controlling board there to testify as to the matters being inquired into. Any failure to obey such order of the court may be punished by such court as contempt thereof.

38.104a

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

Sec. 4a (1) As used in this section:

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

- (i) It originated before the person became 18 years of age.
- (ii) It has continued since its origination or can be expected to continue indefinitely.
- (iii) It constitutes a substantial burden to the impaired person's ability to perform normally in society.
- (iv) It is attributable to mental retardation, autism, or any other condition of a person found closely related to mental retardation because it produces a similar impairment or requires treatment and services similar to those required for a person who is mentally retarded.

(b) "Witness" means an alleged victim under subsection (2) who is either of the following:

- (i) A person under 15 years of age.
- (ii) A person 15 years of age or older with a developmental disability.

(2) This section only applies to a hearing held pursuant to this article where a witness testifies as an alleged victim of sexual, physical, or psychological abuse. "Psychological abuse" means an injury to a child's mental condition or welfare that is not necessarily permanent but results in substantial and protracted, visibly demonstrable manifestations of mental distress.

(3) If pertinent, the witness shall be permitted the use of dolls or mannequins, including, but not limited to, anatomically correct dolls or mannequins, to assist the witness in testifying on direct and cross-examination.

(4) A witness who is called upon to testify shall be permitted to have a support person sit with, accompany, or be in close proximity to the witness during his/her testimony. A notice of intent to use a support person shall name the support person, identify the relationship the support person has with the witness, and shall give notice to all parties to the proceeding that the witness may request that the named support person sit with the witness when the witness is called upon to testify during any stage of the proceeding. The notice of intent to use a named support person shall be served upon all parties to the proceeding. The controlling board shall rule on any objection to the use of a named support person prior to the date at which the witness desires to use the support person.

(5) In a hearing under this section, all persons not necessary to the proceeding shall be excluded during the witness's testimony.

(6) This section is in addition to other protections or procedures afforded to a witness by law or court rule.

(7) This section applies to hearings beginning on or after January 1, 1988.

(8) This section shall take effect January 1, 1988.

38.105 Necessary Reduction In Personnel, First Vacancy

Sec. 5 Any teacher on permanent tenure whose services are terminated because of a necessary reduction in personnel shall be appointed to the first vacancy in the school district for which he is certified and qualified.

APPENDIX B  
GRIEVANCE REPORT FORM  
KALKASKA EDUCATION ASSOCIATION

Grievance Number \_\_\_\_\_

Kalkaska Public School District

DISTRIBUTION OF FORM:

Submit to Principal/Supervisor  
in duplicate.

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

Building	Assignment	Name of Grievant	Date Filed
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STEP I

A. Date cause of Grievance occurred \_\_\_\_\_

B. 1. Statement of Grievance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Relief Sought \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature (Grievant/Association)      Date

C. Disposition by Principal/Supervisor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Principal/Supervisor      Date

D. Disposition of Grievant and/or Association/Union: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant/Association      Date

(Attach additional pages as needed.)

STEP II

A. Date received by Superintendent or Designee: \_\_\_\_\_

B. Disposition of Superintendent or Designee: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent                      Date

C. Position of Grievant and/or Union/Association: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant/Association                      Date

STEP III

A. Date submitted to Arbitration: \_\_\_\_\_

B. Disposition & Award of Arbitrator: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Arbitrator                      Date

NOTE: All provisions of Article \_\_\_\_\_ of the Agreement dated \_\_\_\_\_, 19\_\_\_\_, WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.

\_\_\_\_\_

APPENDIX C



APPENDIX D

EXTRA CURRICULAR CONTRACT

This Agreement entered into on \_\_\_\_\_ between the Board  
of Education and \_\_\_\_\_ (date)  
\_\_\_\_\_ (name) for the period of one year to  
perform services consisting of \_\_\_\_\_  
\_\_\_\_\_ at \_\_\_\_\_

School. For these duties the Board agrees to pay \_\_\_\_\_ for  
the \_\_\_\_\_ (amount)  
\_\_\_\_\_ school year. The teacher agrees that payments for these  
duties shall not comprise a part of the basic teaching contract and that these  
duties shall be fulfilled at the conclusion of the said school year.

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

\_\_\_\_\_ Payment in total at the end of the season or activity in accordance  
with established payroll cut-off dates.

\_\_\_\_\_  
Signature

Board of Education  
Kalkaska Public Schools

APPENDIX E

KALKASKA PUBLIC SCHOOLS

APPLICATION FOR  
EXTENDED SICK LEAVE

Employee's Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Building/Assignment \_\_\_\_\_/\_\_\_\_\_

First work day lost due to THIS disability \_\_\_\_\_

Nature of Medical Disability \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Employee's Signature \_\_\_\_\_

Date of Application \_\_\_\_\_

\*\*\*\*\*

VERIFICATION BY PHYSICIAN

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

Date approved to return to work (if known) \_\_\_\_\_

Physician's Signature \_\_\_\_\_

Date \_\_\_\_\_

\*\*\*\*\*

For Office Use Only

\*\*\*\*\*

Employee's Year of Service \_\_\_\_\_

ESL Scale \_\_\_\_\_

LTD Eligibility Day \_\_\_\_\_

Days Approved \_\_\_\_\_

Date returned to work \_\_\_\_\_

Approval \_\_\_\_\_



