

MASTER AGREEMENT

between the

KALKASKA PUBLIC SCHOOLS

and the

NORTHERN MICHIGAN EDUCATION ASSOCIATION

MEA/NEA

(Representing the Kalkaska Education Association)

September 1, 2012 to August 31, 2016



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ARTICLE I: BASIC CONTRACTUAL PROVISIONS

SECTION 1.1: AGREEMENT

This Agreement is made and entered into this 1st day of September, 2012 (extended on September 9, 2013), 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), representing Kalkaska Education Association Employees.

SECTION 1.2: RECOGNITION

1. The Board hereby recognizes the Northern Michigan Education Association, MEA/NEA as the exclusive bargaining representative, pursuant to and in accordance with all applicable provisions of the Public Employment Relations Act 336 of the Public Acts of 1947, as amended, and as defined in Section 11 of Act 379, Public Acts of 1965, for all certified teaching personnel excluding non-contractual substitute teachers, the superintendent, administrative assistant, principals, and those to be employed in the superintendent's office.
2. Unless otherwise indicated, the term "teachers" as used herein shall refer to all employees in the unit for bargaining as defined above.

SECTION 1.3: WITNESSETH

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:

SECTION 1.4: EXTENT OF AGREEMENT

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

force and effect. The Association and the Board will meet to bring this Agreement into compliance with the new ruling or regulation.

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

SECTION 1.5: DURATION OF AGREEMENT

1. This Agreement shall be effective as of September 1, 2012, and shall continue in effect until August 31, 2016.
2. The parties further agree that prior to the contract expiration date, either party may, upon written notice, open negotiations on the successor agreement.
3. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

SECTION 1.6: ASSOCIATION RIGHTS

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

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5. The Board shall cause to be sent to the Association President a copy of the agenda, minutes and material relating to the minutes for each of its meetings, at the same time said copies are sent to the Board members.
 6. The Employer will annually pay the local Association President an amount equal to six percent (6%) of his/her salary schedule step. Upon application, said payment will be made throughout the school year.

SECTION 1.7: RIGHTS OF THE BOARD

1. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it (or not withheld from 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 qualifications.
 - c. To 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. To decide upon the means and methods of instruction, and selection of textbooks and other teaching materials, and the use of the teaching aids of every kind and nature.
 - e. To determine class schedules, the hours of instruction and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to the administrative and non-teaching activities, and the terms and conditions of employment.
2. The Exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of the agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.
 - a. Upon initial employment, each employee shall provide, by certification of his/her private physician, evidence of:
 3. Such state of health that he/she is able to attend to assigned duties without undue absence during the ensuing year.
 4. Freedom from active tuberculosis and other communicable diseases as may be required by the State of Michigan.

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- a. 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, (as may be required by Public Act 290, Public Acts of 1966, as amended).
 5. In order to provide continuing health protection for students and other school personnel, it shall be the policy of the Kalkaska Public Schools that if the employee is unable to take a Mantoux test, a TB x-ray shall be scheduled, the cost of which will be borne by the Board.
 6. 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.

SECTION 1.8: TEACHER RIGHTS

1. Acceptance of the assignment as a supervising teacher shall be voluntary. No more than one (1) extern teacher shall be assigned to any one (1) supervisor at any one time within the same school year (unless the assigned teacher agrees to participate.) Supervising teachers shall be tenured teachers and shall work directly with the local program coordinator to provide opportunities for the extern teachers to observe, practice, and develop the arts and skills of the profession. No supervisor shall be assigned to an extern teacher in consecutive semesters unless the college program is longer than one semester.
2. Upon request, passes shall be provided to teachers and their family for school sports events.
3. All teacher contracts shall be in writing, and signed by officers of the Board, or an authorized agent of the Board.
4. Contracts (Appendix C) shall be issued simultaneously to all teachers within five (5) working days of the beginning of school.
5. Contracts shall be returned within ten (10) days following issue.
6. In case of a contract grievance, contracts may be held by the teachers until the grievance is settled.
7. The bargaining unit employee shall be informed of any item placed in or removed from the personnel file prior to said action taking place.

SECTION 1.9: CONTINUITY OF OPERATIONS

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

2. In any situation of severe weather, when in the opinion of the superintendent of schools, or his/her delegated representative, it is necessary to close school, teachers shall be excused from reporting to duty without loss of pay. Similarly, if all schools are closed by the superintendent after classes have commenced, because of severe weather, teachers shall be permitted to leave if they so desire, without penalty. However, in the event a school (or schools) is/are closed because of heating plant failure or other similar emergency, teachers shall be subject to assignment as is determined by the superintendent or his/her delegated representative.
3. When schools are open and teachers are unable to report to work because of severe inclement weather or an act of God or their health and safety are threatened by attempting to report, these teachers may be penalized one personal day for failure to report (if a teacher does not have a personal day, the teacher shall be docked the cost of the substitute for the day).

SECTION 1.10: PAYROLL DEDUCTIONS

1. The Association agrees to indemnify and hold the Board, including each individual school board member and/or its agents, harmless against any and all claims, demands, costs, suits, damages, awards, judgments or other forms of liability, including but not limited to back pay damages and all court or administrative costs that may arise out of or by reason of any action taken by the Board or its agents for the purpose of complying with the terms of this article. It is specifically and expressly agreed that any payment of any demand arising hereunder shall be made directly from the Association to the demanding party and at no time shall the Board be obligated to pay out any monies for any reason associated with the provisions of this article.
2. Upon written authorization from the teacher, the Board agrees to make voluntary deductions from the salaries of teachers for mutually agreeable purposes, which shall include but not limited to:
 - a. TBA Education Credit Union: Upon written authorization by the teacher, the Board shall deduct and forward to the TBA Education Credit Union the amounts authorized.
 - b. Tax sheltered annuities: Upon written authorization by the teacher, the Board shall deduct and forward to the specified annuity plan the amount authorized. No more than ten (10) different companies, including MEA Financial Services, shall be designated for such deductions among the teaching staff. The teacher may designate one company for deduction provided there is a minimum of five (5) teachers participating in deductions for that company. Companies, for which deductions are being made as of July 1, 2003, 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.

SECTION 1.11: SCHOOL CALENDAR

1. The school calendar shall consist of 183 work days (180 instructional days; one preparation day at beginning of year, and two inservice days.) Nine additional hours scheduled one hour at a time immediately following the second staff meeting per month. The last two days of each semester shall be the Exam/Record Days with students attending only one-half day.
 - a. "Snow day" make up days will be added at the end of the current calendar as needed to insure state-mandated days of student instruction.
 - b. 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.
 - c. If the State Department of Education requires the Kalkaska Public Schools to meet any minimal requirements of student instruction days and/or clock hours in order to avoid monetary penalties, the Association agrees to meet all such requirements. Teachers required to work in excess of 183 days shall be compensated an additional 1/183 of his/her salary for each day in excess of 183.
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.

Kalkaska Public Schools Calendar 2014-2015

August 27	First Day for Staff – Half Day set aside for Classroom Preparation
August 28	Professional Development Day
August 29	No School
September 1	Labor Day – No School
September 2	First Day for Students
November 3	Professional Development Day – No School for Students; full day for staff
November 6	Parent-Teacher Conferences – Half Day for Students, Full Day plus Evening for Staff
November 7	Half Day for Students and Staff
November 26-28	Thanksgiving – No School
December 22	Winter Break Begins
January 5	School Resumes
January 22	Exams-1/2 day for students; Records day; full day for staff
January 23	Exams-1/2 day for students; Records day; full day for staff,

	End of first semester
February 13-16	Mid-winter break – no school
March 5	Parent-Teacher Conferences – Half Day for Students, Full Day plus Evening for Staff (may be adjusted for ACT testing)
March 6	Half Day for Students and Staff
March 30	First Day of Spring Break
April 7	School Resumes
April 24	Trout Friday – Half Day for Students, Full Day for Staff with Half Day for Professional Development
May 25	Memorial Day-no school
May 26	School resumes
June 10	½ day students Records day; full day for staff
June 11	½ day students Records day; full day for staff (10 weeks) End of second semester

Last day for school may be adjusted according to weather days.

*Kalkaska Public Schools
Calendar 2015-2016*

September 2	First Day for Staff – Half Day set aside for Classroom Preparation
September 3	Professional Development Day
September 4	No School
September 7	Labor Day – No School
September 8	First Day for Students
November 2	Professional Development Day – No School for Students; full day for staff
November 5	Parent-Teacher Conferences – Half Day for Students, Full Day plus Evening for Staff
November 6	Half Day for Students and Staff
November 25-27	Thanksgiving – No School
December 23	Winter Break Begins
January 4	School Resumes
January 21	Exams-1/2 day for students; Records day; full day for staff
January 22	Exams-1/2 day for students; Records day; full day for staff, End of first semester
February 15	Mid-winter break – no school
March 10	Parent-Teacher Conferences – Half Day for Students, Full Day plus Evening for Staff (may be adjusted for ACT testing)
March 11	Half Day for Students and Staff
March 25	First Day of Spring Break
April 4	School Resumes
April 22	Trout Friday – Half Day for Students, Full Day for Staff with Half Day for Professional Development
May 30	Memorial Day-no school

May 31	School resumes
June 9	½ day students Records day; full day for staff
June 10	½ day students Records day; full day for staff (10 weeks) End of second semester

Last day for school may be adjusted according to weather days.

SECTION 1.12: NEGOTIATION PROCEDURE

1. Negotiations will not be conducted during regular school hours unless mutually agreed upon by the representatives.
2. The parties agree that fact finding and mediation sessions shall be scheduled outside of school hours whenever possible.

SECTION 1.13: DEFINITION OF SENIORITY

1. Seniority is the length of service within the District as of the first working day of the employee’s most recent hire as a member of the bargaining unit.
2. Teachers shall lose seniority rights if they retire, resign, are discharged, or fail to return from an approved leave of absence within three (3) days of the scheduled date without a valid excuse.
3. An updated seniority list shall be submitted to the Association no later than the end of the first marking period of each year based on the definition of seniority. Upon request, the Association shall receive a list of bargaining unit members showing each member’s position on the salary grid, endorsements, certificates, building and teaching assignments and degrees held (as on file with the Employer).
4. For teachers hired prior to July 1, 1988, the alphabetical order of the employee’s last name shall determine placement on the seniority list when there is a tie as to seniority dates. For teachers hired after July 1, 1988, when there is a tie as to seniority date, teachers shall be placed on the seniority list by ranking high to low according to the last four digits of the teachers’ social security numbers.

ARTICLE II: EMPLOYMENT RELATIONS

SECTION 2.1: VACANCIES, PROMOTIONS AND TRANSFERS

1. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building or position shall be made in writing, a copy of which shall be filed with the Superintendent and a copy may be filed with the Association. The application shall set forth the reason(s) for the transfer, the school,

grade or position sought, and the applicant's academic qualifications. Such request shall be renewed by the teacher once each year to assure active consideration by the Board.

2. A vacancy is defined as position previously held by a bargaining unit member or a newly created position.
3. 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, unless a shorter period is mutually agreed upon.
4. Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedure, in addition to the procedures heretofore outlined, shall be followed:
 - a. Teachers with specific interests in possible vacancies shall notify the administration of their interest, in writing, during the last regular week of school and shall include a summer address and, if desired, an email address.
 - b. Should a vacancy occur, the teachers who have expressed an interest in said position or a similar position shall be contacted by administration via certified mail, or, at the written request of the employee, via email, to the above address and notified of the vacancy.
5. Any teacher who shall be transferred to an administrative position or to an executive position with the Employer and shall later return to a teacher's status, shall be entitled to retain all seniority as he/she may have had under this Agreement prior to such transfer to supervisory or executive status. If at any time said employee should return to an Association position, he/she shall retain his/her bargaining unit salary schedule credit and seniority at the level he/she would have had if he/she had not left the Association for a supervisory role within the district. The administrator shall retain his/her bargaining unit salary schedule credit at the level he/she would have had if he/she had not left the bargaining unit.
6. 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.
7. Hiring Retirees:
 - a. Teachers who have retired under MPSERS, and then hired or Rehired by Kalkaska Public Schools, will be ineligible for Separation Pay, Early Retirement Incentives, Extended Sick Leave Days (4.3, 10), Sabbatical Leave (4.2), and accumulated sick leave pay (see 4.3, 2).
 - b. Teachers who have retired under MPSERS, and then hired or rehired by Kalkaska Public Schools (and who have health, dental, and vision insurance through MPSERS), will be ineligible for coverage through the district.

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- c. Teachers who have retired under MPSERS, and then hired or rehired by Kalkaska Public Schools will receive salary schedule credit for prior teaching experience, not to exceed five (5) years (see 5.3, 2).
 - d. Teachers who have retired under MPSERS, and are then hired or rehired by Kalkaska Public Schools will be paid according to the salary schedule(s) included in this contract at part-time employment and pay which will not conflict with the teacher's ability to draw his/her full retirement stipend (it will be the responsibility of the teacher so hired to provide such retirement data to the district business office prior to signing an individual teacher contract).
 - e. Teachers who have retired under MPSERS, and then hired or rehired by Kalkaska Public Schools shall receive prorated sick leave based on their part-time status.
 - f. Teachers who have retired under MPSERS, and then hired or rehired by Kalkaska Public Schools shall attend at least a prorated amount of meetings (based on their part-time status).

SECTION 2.2: RESIGNATIONS

1. To avoid the possibility of losing his/her tenure, 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.

SECTION 2.3: DEPARTMENT CHAIRPERSONS

The department chairperson shall exercise the coordination of programs and materials and shall serve as instructional liaison between teachers of the department/building and the school administration. Such chairperson shall not be called a supervisory employee nor shall they make administrative decisions. Department chairpersons shall be compensated at their hourly rate for work done beyond the normal seven (7) hour day when requested to do so by their building administrator.

SECTION 2.4: TEACHER QUALIFICATIONS AND ASSIGNMENTS

1. 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.
 - a. Prior to June 1 of each school year, the Employer will post a list of employees whose credentials must be renewed or are otherwise expiring within the next year. The list shall be provided to the Association president or his/her designee.

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2. 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.

SECTION 2.5: TENURE TEACHER EVALUATION

1. The formal evaluation report of tenure teachers shall be the responsibility of the administration.
2. The administrator shall hold a conference with each teacher, in which they receive a written copy of his/her evaluation, prior to submission of the written evaluation to the Superintendent.
3. 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.
4. Both parties recognize that teachers may engage in legitimate Association activities which shall not be considered in any evaluation.

SECTION 2.6: PROBATIONARY TEACHER EVALUATION AND MENTOR TEACHER

1. Pursuant to Section 1526 of the School Code of 1976, each probationary teacher must be assigned a Mentor Teacher who shall serve as a Mentor to the probationary teacher. For each probationary teacher, a Mentor Teacher shall be appointed by the Administration with the approval of the Association.
 - a. The Mentor Teacher selected shall consent to the appointment. The appointment shall continue throughout the teacher's probationary service with the school district. Either teacher may request a new Mentor be selected at the conclusion of each school year.
 - b. The Mentor Teacher shall assist the probationary teacher during the term of the appointment. The Mentor Teacher's role shall be formative, he/she shall not be required to provide any information or criticism of the probationary teacher's performance. The Mentor shall not testify in a proceeding regarding the quality of service provided by the probationary teacher.
2. As provided for in Section 1526 of the School Code of 1976, the IDP shall include participation in a minimum of fifteen (15) days of in service and/or other similar type training programs (including programs offered by university-linked professional development schools and/or regional seminars). The district shall pay all costs incurred and provide release time without loss of pay to the teacher to attend the training.

SECTION 2.7: PERSONNEL FILES AND RECORDS

1. Pursuant to the guidelines of the "Bullard-Plawecki Employee Right to Know Act," each teacher shall have the right, upon request, to review the contents of the personnel file maintained by the Employer in his/her name (hereinafter referred to as "personnel file"). The teacher may have an Association
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representative present at the review in the presence of the Superintendent or his/her designated representative.

Confidential materials placed in the personnel file prior to the bargaining unit employee's employment, normally sought prior to the time of employment, are specifically exempted from review.

2. The bargaining unit employee shall be informed of any item placed in or removed from the personnel file prior to said action taking place.
3. Any complaint concerning a bargaining unit employee shall be promptly called to his/her attention unless such complaint is exempted by law. If a complaint is found to be true and placed in the personnel file, the bargaining unit employee will be furnished a dated copy of the complaint.
4. If a bargaining unit employee believes the material in the personnel file is inappropriate or in error, he/she may request correction or expungement in writing to the Superintendent and specify therein: name, date, material in question, and reason for the request. The Superintendent or designee shall respond to the request within sixty (60) days. The teacher shall have the right to attach a statement to the file copy of the material in question.

SECTION 2.8: REDUCTIONS IN PERSONNEL, SENIORITY AND RECALL

1. In the event a reduction in staff is necessary due to a decrease in students, educational revisions, or budgetary or financial consideration, the following shall be applied:
 - a. 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.
 - b. Layoffs will be made in accordance with P.A.s 100 to 103 unless the following section is deemed acceptable due to future changes in the law.

SECTION 2.9: COMMITMENT TO IN-SERVICE EDUCATION AND CONFERENCES

1. The Board of Education shall encourage teachers to actively participate in relevant professional conferences with no loss of pay. The Board of Education further agrees to fully reimburse the tuition costs for college courses requested by the Board.
2. Reimbursement shall be made for expense for professional conferences in the teacher's subject field and to the Michigan Department of Education Curriculum meetings, at the following rates:
 - a. Actual railroad, plane or bus fare. Private car expenses, to conform to the approved IRS rate.
 - b. Meals not to exceed thirty dollars (\$35.00) per day except when specially reserved meals may exceed this amount. Reasonable extra expense will be allowed with receipts.

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- 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 ten (10) days following the close of the meeting.
3. In the event that the Board of Education decides to reinstate the traditional District and/or building curriculum/accreditation half-day student schedule, teachers shall have one hour for lunch and the total workday shall not exceed seven and one-half (7 1/2) continuous hours.

SECTION 2.10: CLASSROOM PARAPROFESSIONALS

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

ARTICLE III: TEACHING CONDITIONS

SECTION 3.1: ACADEMIC FREEDOM

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

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

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

SECTION 3.2: TEACHER PROTECTION

Any dispute concerning a student, parent, and teacher, involving a previous decision or action taken by the teacher shall be discussed privately between the teacher, the administrator, and an Association representative. Prior to the administrator taking action against a teacher, a signed complaint must have been filed with the administrator by the complainant and a copy given to the teacher, or the administrator shall notify the teacher that he/she is conducting an investigation and the nature of the investigation prior to initiating the investigation.

SECTION 3.3: INSTRUCTIONAL MATERIALS

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

SECTION 3.4: SCHOOL EQUIPMENT

1. The Board shall provide for each teacher:
 - a. A desk, file cabinet, and a lockable storage space.
 - b. Adequate chalkboard and/or whiteboard 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.

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- d. Adequate attendance books, paper, pencils, pens, chalk, whiteboard markers, eraser, dictionary, and other such material required in daily teaching responsibility.
 - e. Equipment for preparation of instructional materials at no cost to the teacher.

SECTION 3.5: TEACHING FACILITIES

1. No teacher shall be required to work, maintain or supervise students in areas deemed to be unsafe or unhealthy.
2. The Board shall make available, if possible, in each school, an adequate lunchroom, restrooms and lavatory facilities exclusively for adult staff use. There shall be at least one (1) room, appropriately furnished, reserved for use as a faculty workroom. Provision for such facility shall be made in all future buildings.
3. Whenever vending machines are used in the teacher's lunchroom areas, the profits from all such machines shall be remitted to the building teachers for use in that building.
4. Telephone facilities shall be maintained for teacher's reasonable use. A teacher who needs privacy to speak with a parent regarding a confidential student matter may contact his/her building principal who shall provide a telephone in a private setting.

SECTION 3.6: TEACHING HOURS

1. School opening time and dismissal time shall be established by the Superintendent. No modification by the administration shall increase the clock hours beyond seven (7) hours and fifteen (15) minutes per day. The primary purpose of the 15 minutes is to meet state-mandated instructional hour requirements.
 2. The Board agrees that the maximum total teacher time excluding extra-curricular activities for teachers shall not exceed seven (7) hours, fifteen (15) minutes per day.
 3. All Teachers shall receive a duty free uninterrupted lunch period of at least thirty (30) minutes.
 4. The Board agrees that elementary teachers shall not be required to be with their students whenever they are receiving instruction by a certified teacher such as art, music, physical education, etc.
 5. The Board agrees that elementary teachers will not be assigned recess duties.
 6. Each teacher's daily schedule shall include at least one period for conference and preparation time. It is understood that each teacher's conference preparation period shall be commensurate with the length of one instructional period in the secondary schools and at least forty (40) consecutive minutes in the elementary schools. Deviations at the elementary level shall not exceed ten percent (10%) of the elementary staff up to a maximum of five (5) in number. It is understood by the parties that the scheduled preparation period is subject to the total school program, and as a result, such things as
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miscellaneous programs, field trips, testing programs, emergency class needs, and assemblies may, from time to time, be substituted for preparation time. It is expected that preparation periods will be used for such things as thorough preparation, conferences with parents, teachers, and administrators, and special assistance to students.

7. Teachers may be required to attend up to three (3) night meetings each semester. Teachers shall be compensated at \$22.00 per hour for attendance at these meetings.
8. Staff meetings will be limited to two (2) per month, not more than 60 minutes in length, to be held immediately prior to or after the teaching school day.
9. All teachers may be required to attend meetings of parent-teacher building organizations, or district parent-teacher conferences in their building, and remain on duty throughout the scheduled period of meetings.
10. Teacher participation in extra-curricular activities, for which no additional compensation is paid, shall be voluntary.

SECTION 3.7: CLASS SIZE

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

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

3. Academic Reports
 - a. Official reports of academic progress within PowerSchool will be updated for parents to access in a timely manner, every other week (every two weeks) at the latest, throughout the school year.
 - b. Parents will be notified by the district and the teachers who have their children to expect updates to grades at two-week intervals.
 - c. Opportunities for parent feedback will be encouraged.

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- d. Academic report cards will be sent home four (4) times per year at the end of the marking period. The report will be provided to the parents and students on the Wednesday following the close of the marking period.

SECTION 3.8: JOB SHARING

Teacher job sharing may be an option, if approved by the building principal and superintendent.

ARTICLE IV: LEAVES OF ABSENCE

SECTION 4.1: PROFESSIONAL, PERSONAL, UNPAID AND ASSOCIATION LEAVE

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

4. Bereavement

- a. Each teacher shall be granted three (3) days leave in case of death in the immediate family: Husband, wife, mother, father, brother, sister, children, grandchildren, father and mother-in-law, aunt and uncle, niece and nephew, brother and sister-in-law, sister and brother-in-law, daughter and son-in-law, son and daughter-in-law, grandparents of member or spouse, and dependent living in the immediate household.
 - b. A leave of one (1) day shall be granted to each teacher to attend the funeral of any other near relative.
 - c. Travel time is not to exceed three (3) days. Such time shall be allowed without loss of pay.
 - d. Funeral leave shall be granted without loss of pay or sick leave days.
5. Family: In the event of illness, or other emergency in the teacher's immediate family (husband, wife, mother, father, brother, sister, children, grandchildren, father and mother-in-law, aunt and uncle, niece and nephew, brother and sister-in-law, sister and brother-in-law, daughter and son-in-law, son and daughter-in-law, grandparents of member or spouse, and dependent living in the immediate household), a leave not to exceed three (3) days shall be granted. If needed, an extension shall be granted upon application to the Superintendent of Schools.

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

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

This year is to be without pay. If the leave is for education, travel or purpose which is beneficial to the school, the teacher shall receive one year's credit for advancement on the salary schedule, i.e. a

teacher on the fourth (4th) step at the end of the year shall return after one year to the sixth (6th) step. Any other leave shall be granted without credit for advancement unless it is specified in writing by the granting authority.

7. Teachers on a leave of absence for a specified period of time shall be returned to their previous position if at all possible or to a position of like nature in compliance with the terms of this agreement. Teachers must submit written notification of their intended return by the first Friday in April.
8. Military Leave. To comply with Federal Law.
9. The Association shall have ten (10) days paid leave for its members to conduct Association business, and the Board shall be reimbursed for the cost of the substitutes for the absent member(s) from the Association.

SECTION 4.2: SABBATICAL LEAVE

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

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

5. In determining its recommendations or requests for sabbatical leave, the Superintendent shall base decisions on the following basis:
 - a. The extent of the applicant's professional study, growth, contribution and successful services during preceding years.
 - b. The extent to which plans submitted for use of time while on leave are definite and educationally constructive.

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

SECTION 4.3: ILLNESS AND DISABILITY

1. All teachers regularly employed for the school year who are absent from duty because of illness and/or physical disability including maternity, shall be allowed annual sick leave on a full daily pay at the rate of ten (10) days per year. These ten (10) days shall be credited to the teacher's account at the beginning of the school year.
 2. Each teacher shall be entitled to accumulate the unused portion of each year's sick leave to a maximum of one hundred (100) days. If, at the end of the year, a teacher has accumulated sick leave up to one hundred ten (110) days, the teacher shall be paid for each day over one hundred (100) at the substitute rate in effect at that time.
 3. All teachers shall follow the reporting procedures outlined by the administration at the start of school year.
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4. Teachers who are absent the last workday before and/or the first workday after a holiday may be required to submit a doctor's statement for that day. A failure to submit the required doctor's statement for the absence(s) shall result in the member reimbursing the district for the cost of the substitute for the day or days absent.
5. In the case of an illness or an injury compensated for by Worker's Compensation the teacher's pay shall be the difference between his/her regular daily salary and the amount paid by the Worker's Compensation Insurance. Sick leave days shall be charged in the same proportion as amount paid by the Board of Education.
6. Teachers employed on a part-time basis, or for a part of the school year, shall have sick leave allowance in proportion to the time employed.
7. A statement of the teacher's sick leave account shall be presented to each teacher no later than the fourth Monday following Labor Day and/or the opening of the school year.
8. A teacher reporting for duty at the beginning of his/her workday who is forced to leave because of illness or accident any time after two (2) hours of duty shall be considered absent for sick leave purposes for one-half (1/2) day. If forced to leave because of illness or injury after two-thirds (2/3) of the working day has been completed, he/she is to be considered present the entire day and no deduction of sick leave or salary is to be made.
9. If a teacher is absent for a period of more than three (3) consecutive contract days, he/she may be required to present a doctor's certificate covering the full period of absence for which he/she is to be paid.
10. Extended Sick Leave: In a case where a teacher may require sick leave beyond his/her number of accumulated leave days, the teacher may qualify for Extended Sick Leave at sixty percent (60%) of his/her daily pay.
 - a. Upon the use of all accumulated sick leave and upon written application to the Superintendent of Schools, the teacher shall qualify for Extended Sick Leave days; needed to qualify for Long Term Disability benefits as contained in the teacher's MESSA PAK.

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

- b. Disability days between the available number of Extended Sick Leave days and the days needed to qualify for Long Term Disability benefits shall be unpaid leave.

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- c. The extended Sick Leave provision may only be utilized once per year for a recurrent illness.
 - d. Applications to the Superintendent for Extended Sick Leave shall be made in writing and must be accompanied by the school district's form (Appendix E). The application shall include a physician's certification that the employee is unable to work for medical reason.
 - e. Section 1.7.4 of this Agreement may be applied to this provision at the Board's discretion.
 - f. Teachers returning from an extended sick or disability leave shall normally be returned to their previous position no later than the beginning of the next semester, if the position still exists.
11. 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.

SECTION 4.4: FAMILY AND MEDICAL LEAVES

1. Upon request, the employer shall grant unpaid leaves of up to 12 weeks for the following reasons
 - a. The serious health condition of the employee; or
 - b. The serious health condition of the employee's spouse, parent, parent-in-law, grandparent, or child; or
 - c. The birth of a child; or
 - d. The placement of a child for adoption or foster care. Child includes any individual under 18 for whom the employee serves in loco parents; a child over 18 who is incapable of self-care because of physical or mental disability; or a biological, adopted, or foster child.
 2. Upon return from the leave, the employee shall be returned to the position held immediately before the leave began. If the position no longer exists, the employee shall be returned to a position equivalent in pay, benefits, hours, and other terms and conditions of employment.
 3. The employee shall have the option of first using accrued paid sick leave, vacation, and/or personal leave during the leave. The remainder of any leave time will be unpaid.
 4. Health benefits will be continued during the leave under the same conditions and at the same level as if the employee were still at work.
 5. Seniority shall continue to accrue during the leave.
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6. The employee shall have the right to take the leave on a reduced or intermittent schedule.
 7. Whenever practicable, the employee will provide the employer at least thirty calendar days written notice of the request for the leave. It will include the reason for the request; the expected beginning date; the expected ending date; and whether or not the employee intends to use paid leave for any part of the leave.

ARTICLE V: COMPENSATION AND BENEFITS

SECTION 5.1: INSURANCE AND BENEFITS

During each year of this Agreement, the Employer shall provide, pursuant to P.A. 152, up to \$5,500 in medical benefit cost for a Single Subscriber, up to \$11,000 for a Subscriber and a Spouse, and up to \$15,000 for a Parent and Child, or Full Family, toward the costs of MESSA CHOICES II PAK PLAN A or B. If this law changes during the first year of the contract, the requirement for the member to pay toward the premium will not apply in the second year of the agreement. Further, any increases in the above maximum district contributions made by the state either in changes to the law or by yearly increases to compensate for cost of living or inflation shall immediately apply.

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

Health: MESSA CHOICES II with a \$500/\$1,000 deductible, \$20 office visit and the Save RX Drug Card

LTD 66 2/3%, 90 calendar days, modified fill

\$2,500 maximum

Social Security Freeze

Alcoholism/Drug Addiction – 2 years

Mental/Nervous – same as other illness

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

Negotiated Life \$20,000 AD & D

Vision VSP – 2

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

LTD Same as above

Delta Dental 75 – Preventative / 75 – Restorative /60 – Bridges & Dentures / 75 – Orthodontics: \$1,200

Negotiated Life \$30,000 AD & D

Vision VSP -3

Members who do not take the MESSA Health benefit package offered by the district will be paid in lieu of insurance the maximum amount set forth for a Single Subscriber by P.A. 152 (at present \$5,500), and any increase in this amount made by the state. Members choosing not to take the MESSA Health benefit package will be given Plan B of the MESSA Choices II Pak.

The bargaining unit will be entitled to change insurance packages at any time during this contract through letter of agreement.

SECTION 5.2: SALARY SCHEDULES

Salaries for 2014-15 and 2015-16 have been added as a contract extension after ratification by both parties.

BA/BS				
YEAR	2%	14/15	1%	15/16
1	661	33,730	337	34,068
2	674	34,391	344	34,735
3	704	35,890	359	36,249
4	735	37,464	375	37,838
5	765	39,038	390	39,429
6	796	40,612	406	41,018
7	825	42,093	421	42,514
8	858	43,762	438	44,200
9	889	45,335	453	45,788
10	920	46,910	469	47,379
11	951	48,484	485	48,968
12	951	48,484	485	48,968
13-15	951	48,484	485	48,968
16-18	951	48,484	485	48,968
19-21	951	48,484	485	48,968
22+	951	48,484	485	48,968

BA+18				
YEAR	2%	14/15	1%	15/16
1	679	34,644	346	34,991
2	704	35,890	359	36,249
3	735	37,464	375	37,838
4	765	39,038	390	39,429
5	796	40,612	406	41,018
6	827	42,187	422	42,609
7	858	43,762	438	44,200
8	889	45,335	453	45,788
9	920	46,910	469	47,379
10	951	48,484	485	48,968
11	982	50,057	501	50,557
12	1012	51,632	516	52,149
13-15	1042	53,129	531	53,660
16-18	1071	54,627	546	55,173
19-21	1100	56,123	561	56,685
22+	1130	57,622	576	58,198

MA/BA + 45				
YEAR	2%	14/15	1%	15/16
1	743	37,905	379	38,284
2	755	38,491	385	38,876
3	786	40,067	401	40,467
4	816	41,638	416	42,055
5	847	43,214	432	43,646
6	878	44,786	448	45,234
7	909	46,362	464	46,826
8	940	47,937	479	48,416
9	971	49,512	495	50,007
10	1002	51,085	511	51,596
11	1033	52,660	527	53,186
12	1063	54,233	542	54,776
13-15	1094	55,806	558	56,364
16-18	1125	57,380	574	57,954
19-21	1156	58,952	590	59,541
22+	1187	60,524	605	61,129

MA/BA + 75				
YEAR	2%	14/15	1%	15/16
1	805	41,054	411	41,465
2	816	41,638	416	42,055
3	847	43,214	432	43,646
4	878	44,788	448	45,236
5	909	46,362	464	46,826
6	940	47,937	479	48,416
7	971	49,512	495	50,007
8	1002	51,085	511	51,596
9	1033	52,660	527	53,186
10	1063	54,233	542	54,776
11	1094	55,807	558	56,365
12	1125	57,382	574	57,956
13-15	1158	59,045	590	59,635
16-18	1190	60,710	607	61,318
19-21	1223	62,373	624	62,997
22+	1256	64,038	640	64,678

MA + 15 / BA + 60				
YEAR	2%	14/15	1%	15/16
1	774	39,482	395	39,877
2	786	40,067	401	40,467
3	816	41,638	416	42,055
4	847	43,214	432	43,646
5	878	44,788	448	45,236
6	909	46,362	464	46,826
7	940	47,937	479	48,416
8	971	49,512	495	50,007
9	1002	51,085	511	51,596
10	1033	52,660	527	53,186
11	1063	54,233	542	54,776
12	1094	55,807	558	56,365
13-15	1126	57,426	574	58,000
16-18	1158	59,044	590	59,634
19-21	1189	60,662	607	61,269
22+	1221	62,282	623	62,905

MA + 15 / BA + 75				
YEAR	2%	14/15	1%	15/16

In addition to the above on-schedule increases, a 1.0% annuity shall be paid by the Employer into each Bargaining Unit Member's MEA Financial 403b account for the **2012-2013** school year. This payment shall be made prior to June 15, 2013, and the Employer shall notify each Employee of the exact payment date.

In addition to the above on-schedule increases, a 1.0% annuity shall be paid by the Employer into each Bargaining Unit Member's MEA Financial 403b account for the **2013-2014** school year. This payment shall be made prior to June 15, 2014, and the Employer shall notify each Employee of the exact payment date.

In addition to the above on-schedule increases, a 1.0% annuity shall be paid by the Employer into each Bargaining Unit Member's 403b account for the **2014-15** and **2015-16** school years. This payment shall be made prior to June 15 of each of these years, and the Employer shall notify each Employee of the exact payment date.

An additional 1.0% will be paid in 2015-16, which would total 2.0% in 2015-16.

SECTION 5.3: PROFESSIONAL COMPENSATION

1. The basic salaries of teachers covered by this Agreement are set forth in Article 5.2, which is incorporated in this Agreement. Such salary schedules shall remain in effect for the designated periods.
2. Experience. All teachers shall be given, not to exceed five (5) steps, credit for prior teaching experience. Prior teaching experience shall be at the rate of one (1) step for each year of experience.
3. Military Experience. Teachers may be granted, not to exceed two (2) steps on the salary schedule for military service, provided such military service was performed after he/she had received a valid teaching certificate or license. But, in no event, shall military experience and outside experience exceed seven (7) steps.
 - a. Military allowance shall be set at the rate of not to exceed two (2) years military service for one (1) year's allowance.
 - b. Allowance for prior service and prior military service is not retroactive.
4. A teacher's daily rate shall be determined by dividing his/her contractual salary for the year, by the contract days in the school year.
5. A teacher's hourly rate shall be determined by dividing his/her daily rate by seven (7) hours.
6. Increments become effective the first contractual day of each year. Teachers entitled to such consideration shall be granted specified increments as per salary schedule and assigned to the next higher step.
7. Advancement from one schedule to another shall be effective as of the first contractual day of the school year following the completion of the required academic and professional courses.

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8. Teachers hired during the year shall have their salary calculated according to the adopted salary schedule. This figure shall then be divided by the total contract days to establish a daily rate. This daily rate shall be multiplied by the contract days remaining in the school year. This figure shall be the contracted salary figure.
 9. Teachers involved in extra duty assignments set forth in Article 5.4, which is incorporated in this Agreement, shall be compensated in accordance with the provision thereof. A contract (Appendix D) shall be completed and signed at the start of the activity with payment to be made as designated in the contract.

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

10. The contractual salary shall be divided into twenty-six (26) pays. Upon request of the teacher, two weeks prior to the time the first payroll check is to be received, a teacher may be paid biweekly, on a twenty (20) pay schedule. When twenty-six (26) pay periods would cause teachers to miss one pay period (during a twenty-seven pay period year), the contractual salary shall be divided into twenty-seven (27) or twenty (20) pay periods.
 11. Teachers shall be paid biweekly, on a twelve (12) month basis, with the following exceptions:
 - a. Those teachers who retire at the close of the school year shall receive all pay due them on or before June 30th.
 - b. In the event that a teacher retires during the school year, he/she shall be paid in full for services rendered prior to the initial month of retirement.
 12. If a teacher expects to complete sufficient approved courses by August 30th of any year for advancement on the salary schedule, written notice shall be given to the Superintendent no later than March 31st, in order that the amount may be included in the school budget.
 13. Teachers required to drive personal automobiles from one school to another in the course of their work (including extra-curricular work which requires them use their personal automobile to go to another district) shall receive a car allowance at the same rate established in 2.9.2.A. The same allowance shall be given when the bargaining unit employee is required to use his/her personal car for field trips or other business of the District (including Schedule B assignments which require the use of their personal automobile to go to another district). Teachers must have pre-approved permission to seek reimbursement. Forms will be available at the Central Office. Teachers are to submit mileage reports requesting reimbursements on a semester basis. The Board shall provide liability insurance protection for teachers when their personal automobiles are used as provided in this section.
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14. Rates for summer school positions shall be determined by the Board. In the event the Board determines to maintain a summer school program, the Board shall follow the language contained in Section 2.1.
15. Substitute teacher's salary shall be set by the Board, but no less than seventy dollars (\$70.00) per day.
 - a. The administration has the authority to assign teachers to substitute for absent teachers, on a rotating basis when possible, 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 twenty-two dollars (\$22.00) for each period he/she substitutes and loses his/her conference period.
 - c. In the event that a substitute teacher is unavailable and an absent teacher's students must be split up among other teachers within a grade level (likely in the elementary grades, but possibly at any level), the teachers who take responsibility for the absent teacher's students shall be entitled to split \$132.00 (the same rate that would apply to six high school teachers covering for an absent teacher without a substitute) among the number of teachers who share the absent teacher's students, prorated by the number of hours they have the added responsibility.
16. Any teacher required to work beyond his/her contractual year shall be compensated at his/her daily rate.
17. Any teacher taking an extra class assignment in lieu of preparation time shall be compensated at sixteen percent (16%) of his/her regular salary.
18. Bargaining unit members shall be paid \$22.00 per hour for work assigned outside their normal work day (when such work is not covered in another section of this contract). Work must be assigned by the superintendent or his/her designated representative and authorized prior to commencement. Forms will be available through the Central Office.

SECTION 5.4: EXTRA CURRICULAR COMPENSATION

1. All extra pay assignments are non-tenure assignments.
2. Interscholastic Sport

SPORTS

Basketball: Girls	
Head Varsity Coach	12%
Junior Varsity Coach	8%
Freshman Coach	6%
8th Grade Coach	5%

Basketball: Boys	
Head Varsity Coach	12%
Junior Varsity Coach	8%
Freshman Coach	6%
8th Grade Coach	5%

7th Grade Coach	5%
6th Grade Coach	2%
5th Grade Coach	2%
4th Grade Coach	2%

7th Grade Coach	5%
6th Grade Coach	2%
5th Grade Coach	2%
4th Grade Coach	2%

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

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

Track	
Varsity Coach - Boys	9%
Assistant Coach - Boys	6%
Varsity Coach-Girls	9%
Assistant Coach - Girls	6%
Middle School Boys	3%
Middle School Girls	3%

Cross-Country*	
Varsity Coach -Boys	6%
Varsity Coach -Girls	6%

*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

Baseball	
Head Varsity Coach	9%
Junior Varsity Coach	6%

Softball	
Head Varsity Coach	9%
Junior Varsity Coach	6%

Wrestling	
Head Coach	10%
Assistant Coach	8%

Skiing	
Head Coach – Boys	5%
Head Coach – Girls	5%

Soccer	
Boys	9%
Girls	9%

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

Golf	
Head Coach	6%

If a member is to be relieved of his/her coaching duties prior to the start of the next season, he or she must be notified within two months of the conclusion of the recently completed season.

YEAR ROUND

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

Athletic Directors**	
Middle School Coordinator	2%
Senior High School	6%
	(and two released hours daily)

** If an A.D. salary is currently more than listed above, said salary shall be frozen at the dollar amount in place at the time of ratification of this contract, and shall continue frozen at that level until (a) the above listed salary meets or exceeds the salary as currently in place, or, until (b) a new employee is appointed to the position.

EXTRA CURRICULAR COMPENSATION

Advanced Placement Instructors	10%
High School Band Director	7%
Middle School Band Director	3%
HS/MS Vocal Director	3%
Drama/Production	3%
Activities of the Mind	
<ul style="list-style-type: none"> High School for Each Activity 	2%
<ul style="list-style-type: none"> Middle School for Each Activity 	2%
<ul style="list-style-type: none"> (Minimum \$600 per individual team) (Includes Science Olympiad, Odyssey of the Mind, Future Problem Solving, Math Counts, Close Up, etc.). 	
Bus Duty/Lunch Monitor High School, Middle School, Elementary	2%
<ul style="list-style-type: none"> <i>(Anyone receiving 2.25% shall continue to receive this as long as he holds the position.)Based upon a minimum of thirty minutes of duty, as assigned by the building principal.</i> 	
Homework Lab HS, MS, Elementary	\$20 per hour
Middle School Yearbook	*2%
<i>*(after the position is vacated by the individual currently filling this position)</i>	
School-To-Work Teacher	\$1,500 per semester

ANNUAL COMMITTEE APPOINTMENTS AND ASSIGNMENTS

Committee pay:

Appointed member of standing committee, \$20.00 per authorized meeting, Chairperson, prorated to an hourly rate of fourteen percent (14%) of his/her regular daily pay.

HEAD CLASS SPONSORS

Seniors			2%
Junior			4%
Sophomore			2%
Freshman			2%
National Honor Society			3%
Student Council - High School (2)			
<ul style="list-style-type: none"> • High School (2) 			3%
<ul style="list-style-type: none"> • Middle School (1) 			3%
<ul style="list-style-type: none"> • Upper Elementary (1) 			1%
Newspaper			
<ul style="list-style-type: none"> • High School 	3%	<ul style="list-style-type: none"> • Middle School 	2%
Yearbook			
<ul style="list-style-type: none"> • High School 	3%	<ul style="list-style-type: none"> • Middle School 	2%
Clubs			3%
Middle School Clubs (pre-approved)			2%
<ul style="list-style-type: none"> • (Should include Art, Languages, Camera (including yearbook photos), BOEC, FHA, etc.) 			
Dances, Sponsors - after games			\$20 each
Vocational Certificate			\$500
Mentor Teacher			\$500
<i>This stipend shall be paid to members working in the traditional mentor program and when required to a different grade level/department (i.e. includes mentoring for probationary and non-probationary teachers) when authorized by the district.</i>			
Clubs			3%

INTRAMURAL COORDINATORS

Football - 6th and 7th Grade			2%
Basketball			
<ul style="list-style-type: none"> • 6th Grade Girls 			2%
<ul style="list-style-type: none"> • 6th Grade Boys 			2%
<ul style="list-style-type: none"> • 4th and 5th Grade Girls 			2%
<ul style="list-style-type: none"> • 4th and 5th Grade Girls 			2%

Pay for these activities shall be determined by multiplying the salary at the appropriate step (step implies years of experience in a given activity) on the B.A. scale by the percentage assigned to the position.

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

ARTICLE 6: OTHER

SECTION 6.1: CURRICULUM DEVELOPMENT COUNCIL

1. The Curriculum Development Council of the Kalkaska Public Schools shall be established through Board Policy and shall serve as the "vehicle" for evaluation and improving the district's program of instruction. More specifically, the Curriculum Development Council shall be responsible for coordinating and facilitating the efforts of the instructional staff in the following areas:
 - a. Assessing program needs within the context of ever changing federal, state and local environments.
 - b. Examining subject content, student performance behaviors, and program delivery systems.
 - c. Organizing the program of instruction into a uniform and consistent written format.
 - d. Evaluating the District's testing program and analyzing student test results as they relate to curriculum and student achievement.
 - e. Developing, organizing and approving proposals for program change and submitting them to the Administration and Board of Education.
 - f. Helping to develop activities for teacher in-service education.
2. Membership in the Curriculum Development Council shall consist of one teacher representative from each grade level. At the secondary level, this representation may be decided by subject area representation but with no more representatives than the number of grade levels housed in the building. At the elementary level, there must be at least one member from each building.
3. The Superintendent or his/her designee shall be the Coordinator of the Curriculum Development Council. The Coordinator shall provide an agenda, lend support, guidance and direction when need. Building principals, teacher representatives and the Coordinator will be voting members of the council.

SECTION 6.2: SPECIAL EDUCATION

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

Further, the parties recognize that whether any handicapped student's participation in regular education programming can be achieved satisfactorily will depend upon the multiplicity of factors

including, most notably, proper planning and coordination of the student's regular and special education programming, appropriate supportive assistance to regular education personnel (e.g., training regarding the teaching/ training of the handicapped student in the regular education classroom, access to consultive special education personnel and provisions for support personnel) and the reasonableness of the demands placed upon regular education classroom personnel (and the non-handicapped students in those regular education classrooms).

2. IEPC Participation: Any bargaining unit member who will be providing instructional or other services to a handicapped student in a regular education classroom setting shall be invited, in writing, to participate in the Individual Educational Planning Committee (IEPC) which may initially place (or continue the placement of) the student in a regular education classroom. A substitute shall be provided for any teacher so involved.
3. Calling IEPC: If any bargaining unit member, in writing, advises the Employer of a reasonable basis to believe that a handicapped student's current Individual Educational Planning Committee (IEPC) report is not meeting the student's unique needs as required by law, Employer shall forthwith call an IEPC. The member so advising Employer shall be invited to, and attend, the IEPC.
4. IEPC Training/Information: Before any bargaining unit member shall be directed to participate in an Individual Educational Planning Committee (IEPC) meeting, the member shall be provided with specific information regarding:
 - a. The Multi-disciplinary: Evaluation Team (MET) and Individual Educational Planning Committee (IEPC) processes and the role and responsibilities of the member and other participants in the IEPC.
 - b. The special education program and related service options which might address the individual needs of any handicapped student.
5. Support for Regular Educational Personnel: The parties recognize the extent to which a handicapped student can participate in regular education programs and services and whether such participation can be achieved satisfactorily will depend in large part upon the training and other support provided the regular education personnel responsible for instructing the handicapped student.
6. Proportional LRE: In implementing LRE, the Employer shall assign handicapped students to the buildings and classrooms that the students would normally attend if the students were not handicapped.
7. Start/End Times: The parties acknowledge that for the integration of the handicapped student to be both appropriate and satisfactorily achieved, the student must arrive and leave school each day at the same time as non-handicapped students. Therefore, to avoid the significant disruption and negative impact on the educational process for all students which non-coterminous starting and ending times will create, the Employer agrees to provide transportation for all handicapped students which will

allow them to participate in the same school day time wise as non-handicapped students at the school they attend.

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

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

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

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

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

SECTION 6.3: SITE ADVISORY COMMITTEE

1. The Site Advisory Committee shall include building committees and a central committee. The purpose of the committee will be to provide a mechanism and a vehicle for teachers and administrators to communicate and share in the decision-making process affecting their working conditions. The committee may also serve as the Steering Committee for AdvancED. The Site Advisory Committee will be charged (in addition to dealing with other issues) with working together to deal with the provisions of the No Child Left Behind Act of 2001, as amended, with the intent of establishing guidelines and implementing ESEA requirements in a timely fashion as outlined by the State of Michigan and/or Federal Department(s) of Education, or by State and/or Federal Governments.

2. Committee Structure

A. Site Committee:

- i. Representatives will include the site administrator, members of the teaching staff, and parent(s) as provided in P.A. 25.
- ii. Parents and/or students may be requested to provide input in the site committee.
- iii. Selection of meeting frequency and times would be at the discretion of that site committee. The committees shall not meet less than once during each nine-week grading period and will be open to all staff members of that site.
- iv. Each site committee will elect a chairperson.
- v. The purpose of the site committee is to:
 - Provide an opportunity for an individual to be heard.
 - Discuss issues submitted by a representative or any staff member.
 - All decisions and recommendations of the site committees shall be reached by a consensus of that committee.
 - Provide an opportunity to be heard by the District Site Advisory Committee if a consensus cannot be reached at the building level.

B. District Site Advisory Committee:

- i. Membership will include one principal and two teacher representatives from each building committee in the district and one board member.
 - ii. Parents and/or students must be requested to provide input to the central committee.
 - iii. This committee shall not meet less than once during each nine-week grading period.
 - iv. The committee will elect a chairperson.
 - v. The superintendent and the Association President, or their designees, will be ex-officio members of the central committee.
 - vi. The purpose of the District Site Advisory committee is to:
 - Maintain system-wide continuity, consistency and communication.
-

-
- Hear unresolved issues of the site committees. A partial District Site Advisory Committee may be convened that would include only involved sites. The purpose would be to hear unresolved issues or discuss issues of interest to more than one site but not for all sites in the district.
 - Accept referrals of issues from the Curriculum Development Council. These referrals will be addressed by the District Site Advisory committee or sent to the site committee(s) as appropriate.
 - Submit recommendations of the central committee back to the involved building committees.
 - Submit all recommendations involving school or board policies to the Board of Education for their review and/or approval.

C. The scope of the Site Advisory Committee may include:

- i. Ways to improve conditions for instruction.
- ii. Consistency of policy enforcement within sites and/or the district
- iii. Discipline policies.
- iv. Ways to improve cooperation of staff and administration.
- v. Teacher handbook.
- vi. Input into the budget process in buildings.
- vii. Review and input into ESEA requirements, as amended.

D. The Site Advisory Committee shall not deal with any of the following matters:

- i. Wages
- ii. Fringe Benefits
- iii. Employee performance or evaluation
- iv. Contract grievances
- v. Employee discipline

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

SECTION 6.4: GRIEVANCE PROCEDURE

1. Definitions

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

2. Purpose

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

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

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

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

4. It shall contain the date of the alleged violation if known.

5. It shall specify the relief requested.

5. Level One

If a teacher, group of teachers, or the Association believes there is a basis for a grievance, he/she shall first discuss the grievance with his/her building principal accompanied by his/her Association Representative. If no resolution is obtained within five (5) school days of the discussion, the grievant shall reduce the grievance to writing and submit it to the building principal, within 20 days of the occurrence of the event(s) upon which the grievance is based, or the date the event(s) became known to the grievant. If no resolution is obtained within five (5) school days of the grievance being submitted in writing, the alleged grievance shall proceed to LEVEL TWO or the grievance will be considered as waived.

6. Level Two

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

7. Level Three

- A. If the Association Grievance Committee is not satisfied with the disposition of the grievance by the Superintendent at Level Two, 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 Superintendent or the expiration of the time period provided for the decision to be made if no disposition has been made within the time period. The arbitrator shall be selected through the

Arbitrator Selection Procedures of the American Arbitration Association in accordance with its rules and regulations which shall likewise govern the conduct of the arbitration proceeding.

- B. Upon selection of an Arbitrator, the Arbitrator shall be empowered to conduct said hearings and shall render a decision within sixty (60) days from the closing of the hearing. Each party shall be entitled to file a post hearing brief within thirty (30) days from the closing of the hearing. The disposition of the arbitrator shall be in writing, including findings of fact and conclusions of contract interpretation. The disposition of the arbitrator shall be final and binding upon the parties, subject to judicial review of arbitrability and the authority of the arbitrator pursuant to the terms of this Agreement.
- C. The arbitrator is authorized to render a decision and remedy, if appropriate, interpreting the terms of this Agreement, but shall have no authority or power to alter, add to, subtract from, disregard or ignore any of the terms of this Agreement. The arbitrator shall have no authority or power to render a decision upon subject matter which has been expressly excluded from arbitration by the terms of this Agreement.
- D. The fees and expenses of the arbitrator shall be shared equally by the parties.

8. 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.
 - i. 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.
 - ii. The termination of services of or failure to renew the employment of any tenure or probationary teacher.
 - iii. The termination of services of or failure to renew the employment of or failure to employ any teacher in an extra-curricular position.
 - iv. Any matter for which there is a specified procedure and/or administrative agency established by State and/or Federal law to provide recourse unless both parties agree to arbitration.
- B. Any grievance occurring during the period between the termination date of this Agreement, unless extended in writing, and the effective date of any new successor Agreement, shall not be processed under the terms of this grievance procedure and shall not be subject to the arbitration provisions of this Agreement.

-
- C. Notwithstanding the expiration of this Agreement, any claim or grievance arising during its term shall be processed through the grievance procedure according to its terms until resolution.
 - D. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
 - E. When mutually agreed to in writing by the parties, the Association may file an initial grievance at level 2 for grievances not within the scope of the principals.

Appendix A: Duration of Agreement

The provisions of this Agreement shall become effective on the date the Agreement has been ratified by both parties, and shall continue in full force and effect until August 31, 2016.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 1st day of September, 2012 and extended on September 9, 2013.

Northern Michigan Education Association

Kalkaska Public Schools Board of Education

by _____

by _____

President

by _____

by _____

NMEA Staff Liaison

by _____

by _____

Chief Spokesperson

by _____

by _____

KEA President

by _____

by _____

Negotiating Committee Member

by _____

by _____

Negotiating Committee Member

by _____

by _____

Negotiating Committee Member

by _____

by _____

Negotiating Committee Member

Appendix B: Grievance Report Form/Kalkaska Education Association

Grievance Number: _____ Kalkaska Public School District

DISTRIBUTION OF FORM:

- 1. Submit to Principal, Supervisor, or Superintendent in duplicate
- 2. Association
- 3. Grievant

Building: _____ Assignment: _____

Name of Grievant: _____ Date Filed: _____

STEP I

A. Date cause of Grievance occurred: _____

B. 1. Statement of Grievance:

2. Relief Sought:

Signature (Grievant/Association) Date

C. Disposition of Principal/Supervisor:

Signature of Principal/Supervisor Date

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

Signature (Grievant/Association) Date

STEP II

A. Date received by Superintendent of Designee: _____

B. Disposition of Superintendent or Designee:

Signature of Superintendent

Date

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

Signature (Grievant/Association)

Date

(Attach additional pages as needed.)

STEP III

A. Date submitted to Arbitration: _____

B. Disposition and Award of Arbitrator: Attached for file

Appendix C: Employee Personal Information Sheet/Yearly Contract

Basic Employee Identification

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

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

Payroll Information

Tax Information

Taxing Jurisdiction US MI
 Marital Status:
 Number of Exemptions:

Other Payroll Information

Date hired:

Background Information

Birth Date: Sex

Spouse

Education:	School	Degree	Year	
	Additional Hours	Major		Minor

Areas of Experience or Special Training:

Date of TB Tests:

Teaching Certificate or Expiration Date:

Credit for Previous Years:

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

Appendix D: Extra-Curricular Contract

This agreement entered into on: _____ between the Board of Education of Kalkaska Public Schools and _____ for the period of one year to perform services consisting of _____ at Kalkaska _____

For these duties the Board agrees to pay _____* for the _____
The teacher/coach 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.

(*Salary Calculation _____)

_____ Years experience in activity _____ %

- Divide my extra 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 of Building Principal/Athletic

PRINT Name of Building Principal/Athletic

SIGNATURE of Superintendent or designee

Print Name of Superintendent

SIGNATURE of Teacher/Coach

Print Name of Teacher/Coach

Appendix E: Application for Extended Sick Leave

Revised: 12-10-14

Employee's Name: _____ Date of Birth: _____

Building: _____ Assignment: _____

First work day lost due to THIS disability: _____

Nature of Medical Disability: _____

Employee's Signature

Date of Application

VERIFICATION BY PHYSICIAN

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

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

Physician's Signature

Date

For Office Use Only

Employee's Year of Service _____ ESL Scale _____

LTD Eligibility Day _____ Days Approved _____

Date returned to work _____ Approval _____

APPENDIX F: Master Teacher Incentive Program

A. Any teacher who has fifteen (15) or more years vested in the Michigan Public School Employee's Retirement System (MPERS) and has also been employed by Kalkaska Public Schools for at least twenty (20) years shall be eligible to make written application for enrollment in the MASTER TEACHER INCENTIVE PROGRAM. The application must be submitted to the Superintendent's office on any date* between March 1 and March 31, inclusive, of the year preceding the beginning of the three (3) year program.

* (In the initial year of the program, 2005/2006 only, such notification must be submitted no later than June 20, 2005).

B. In the first year of this program, the Board will allow annual enrollment of up to fifty percent (50%) of eligible teachers into the MASTER TEACHER INCENTIVE PROGRAM. The number of enrollees may be increased beyond fifty percent (50%) at the sole discretion of the Board. In subsequent years fifty percent (50%) of the remaining and newly eligible teachers may apply. Selection of teachers into the program shall be by greatest seniority as a bargaining unit employee.

C. Each teacher who voluntarily enters into this program shall submit a letter of application indicating his or her desire to be included in the program. Upon acceptance of the letter by the Employer a teacher who has met the conditions stated in paragraphs A and B above, the teacher will be placed in the MASTER TEACHER INCENTIVE PROGRAM for the following three years as long as:

1. The teacher is available to work one-hundred-eighty (180) hours per year in various assignments as noted below, and
2. The teacher has exhibited satisfactory service over the past three years, and
3. The teacher meets all state and federal requirements necessary to achieve "highly qualified" status as may be required under the "No Child Left Behind Act of 2001," as amended, and
4. The teacher agrees to perform all assignments commensurate with the Master Teacher designation during the term of such designation. The Employer and teacher shall select from assignments including (by way of illustration and not limitation)
 - a. Performing duties which may be necessary to enable the district to achieve and/or maintain North Central Accreditation.

- b. Serving as chair or co-chair of the department in the area of the teacher's certification and competence for the term. These departments presently include math, science, English, social studies, curriculum, and NCA accreditation.
 - c. Engaging in activities designed to promote and enhance the image of Kalkaska Public Schools and the educational opportunities for the students of the District. Some of these activities will include curriculum development and grant writing. These activities shall be accomplished in conjunction with a subcommittee consisting of an equal number of administrators and teachers which will be formed to address these issues.
- D. Each Master Teacher shall meet with the Superintendent or designee at least once every two months during each school year to review duties and report progress in carrying out assigned duties.
- E. The exact plan for each Master Teacher shall be mutually agreed upon in writing by the Master Teacher and the Administration. The local Association President or designee shall attend all planning meetings between the Master Teacher and the Employer. A copy of all mutually agreed upon plans for each Master Teacher shall be made available to the local Association President.
- F. Each teacher enrolled in the program will receive the following:
1. For the first school year in the Board approved MASTER TEACHER INCENTIVE PROGRAM, a teacher shall receive, in addition to his/her salary as stated in the annual salary schedule, a payment of nine-thousand dollars (\$9,000), payable with the last pay in June of that school year.
 2. For the second school year in the Board approved MASTER TEACHER INCENTIVE PROGRAM, a teacher shall receive, in addition to his/her salary as stated in the annual salary schedule, a payment of nine-thousand dollars (\$9,000), payable with the last pay in June of that school year.
 3. For the third school year in the Board approved MASTER TEACHER INCENTIVE PROGRAM, a teacher shall receive, in addition to his/her salary as stated in the annual salary schedule, a payment of nine-thousand dollars (\$9,000), payable with the last pay in June of that school year.
- G. The benefits as outlined in paragraph F, subparagraphs 1, 2, and 3, may be received in a prorated manner should any eligible teacher choose to participate in the program for less than the three (3) year maximum.