

**MASTER AGREEMENT
BETWEEN
KALEVA NORMAN DICKSON EDUCATION ASSOCIATION
AND
KALEVA NORMAN DICKSON BOARD OF EDUCATION**

2006 - 2009

AGREEMENT

This Master Contract is entered into this 1st day of October, 2007 by and between the Board of Education of the Kaleva Norman Dickson School District, hereinafter called the "Board," and the Kaleva Norman Dickson Education Association, hereinafter called the "Association."

WITNESSETH

WHEREAS, the Kaleva Norman Dickson School District Board of Education is required by law to negotiate with the Kaleva Norman Dickson Education Association on wages, hours, and the terms and conditions of employment of teachers; and the parties, through negotiations in good faith, have reached agreement on all such matters and desire to execute this contract covering such agreement.

**ARTICLE I
RECOGNITION**

- A. Pursuant to Act 379, Public Act of 1965, as amended, the Kaleva Norman Dickson Board of Education hereby recognizes the Kaleva Norman Dickson Education Association as the sole and exclusive bargaining representative for all teaching personnel, including counselor, librarian/media specialist, and teachers who work a minimum of one-half day on a regular basis, but shall exclude office workers, cafeteria help, bus drivers, teachers' aides, and athletic director (when fulfilling his duties as athletic director).
- B. The term "teachers," when used hereinafter in this agreement, shall refer to all employees represented by the name of the employee organization in the bargaining or negotiating unit, as above defined. References to male teachers shall mean all teachers.
- C. The terms "Board" shall include its officers and agents.
- D. The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to Act 379, P.A. of 1965, for the duration of this agreement.

**ARTICLE II
TEACHER AND ASSOCIATION RIGHTS**

SECTION I

- A. Pursuant to Act 379, P.A. of 1965, the Board hereby agrees that certified teaching personnel under contract of the Board shall have the right to organize and join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted and lawful activities for mutual aid and protection.

As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it, or its employed administrative or executive personnel, will not directly or indirectly discourage, deprive, or coerce any employee in the enjoyment of any rights conferred by Act 379, by other laws of the State of Michigan, or by the Constitution of the State of Michigan and the United States; that it will not discriminate against any employee with respect to hours, salary, terms or conditions of employment by reason of his membership in the Association, of his institution of any grievance, complaint or proceeding with respect to any terms or condition of employment under, or aside from, the specific terms of this Agreement.

- B. The Association and its members, upon permission of the administration, shall be permitted to use school-building facilities.
- C. No teacher shall be enjoined from exhibiting identification of membership in the Association either on or off the school premises.
- D. The Board agrees to furnish to the Association in response to all reasonable requests all information concerning the financial resources of the district, tentative budgetary requirements and allocations, and other such information, which may be necessary to its preparations in collective bargaining and negotiations. Such requests will be handled in as timely a manner as possible.
- E. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- F. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, or membership in any Association with the activities of an employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to its race, creed, religion, sex, color, or national origin, and to seek to achieve full equality of educational opportunity to all pupils.
- G. That upon written authorization from any teacher, the Board will deduct annuities and other payroll deductions. Deductions to a new annuity, investment, or savings company will require a minimum participation of three (3) teachers before deductions to such new company will be allowed. Association dues, upon request, shall be deducted in equal amounts over a maximum of the first sixteen (16) pays, starting in September of each school year.
- H. At the beginning of each school year, the Association shall be credited with eight (8) days to be used by teachers who are officers or agents of the Association. No more than three (3) teachers

may be absent per day. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave. The Association will provide the cost of hiring substitute teachers.

I. Academic Freedom

1. Realizing that a teacher cannot provide adequate stimulation to students or permit the free exchange and development without occasional, unexpected results that are easily misconstrued when removed from context, it is agreed that an atmosphere of academic freedom will be maintained. Teachers shall be free to present the several sides of controversial issues and topics to the best of their ability and knowledge and within the level of the maturity of the students involved. This academic freedom shall not include discussions relating to Association business or to the employer/employee or employee/employee relationships within the school.
2. Individual teachers shall teach State core curriculum, determine topics discussed, assignments given, and grades earned. This does not limit the administrators' right to review and comment on the above.
3. The Board and Association recognize that the responsibility of evaluating students lies with the teachers. In the event a student is retained/promoted at the request of his parent, guardian, or an administrator, contrary to the teacher's recommendation, such action shall be noted in the student's personal file.

J. No teacher shall be discharged, disciplined or reprimanded, or suffer a reduction in compensation without just cause.

K. To encourage minimum standards of conduct in the performance of their work, a system of progressive discipline shall be fairly applied to all members of the bargaining unit. The following are types of discipline which may be imposed pursuant to the system of progressive discipline. It is recognized that factors such as the nature or seriousness of the offense may warrant deviation from the progressive steps.

1. Discussion of problem(s) and verbal warning/reprimand.
2. Written warning/reprimand.
3. Suspension(s) with pay.
4. Suspension(s) without pay for up to 3 days.
5. Suspension(s) without pay of more than three (3) days (subject to teacher tenure act).
6. Discharge (subject to teacher tenure act).

SECTION II

A. AGENCY SHOP - The Board agrees it shall be a condition of employment that all teachers shall either:

1. sign and deliver to the Board an assignment authorizing deduction of membership dues to the Association, and such authorization shall continue in effect from year to year unless revoked in writing; or
 2. cause to be paid the Association a representation fee to be established in accordance with Association procedures. Such representation fee shall be activated within thirty (30) days following the Association's notification to nonmembers and the Board of the fee for that given school year and shall be appropriately prorated.
 3. In the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the Board shall, at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association no later than twenty (20) days following the deduction.
- B. In the event of any legal action against the employer, or any of its agents, brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action at its own expense and through its own counsel, provided:
1. the employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
 2. the employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
- C. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board, the school district, school board members, and agents and representatives of the Board of Education of the school district from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the employer's compliance with this Article, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

ARTICLE III BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:
1. to the executive management and administrative control of the school system and its properties and facilities and school-related activities.
 2. to hire all employees and, subject to the provisions of the law and this Agreement, to determine their qualifications, and the conditions for their continued employment or their dismissal or demotions, and to promote and transfer all such employees.

3. to establish grades and courses for instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board, with input allowed by the Education Association.
 4. to decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of the teaching aids of every kind and nature, respecting the recommendation of the appropriate curriculum committee.
 5. to determine class schedule, the hours of instruction, and the duties, responsibilities and assignments of teachers.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by 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 this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution of the State of Michigan and the Constitution and laws of the United States.
- C. The Association agrees to inform the Board, in writing, of all officers of the KNDEA after each election and whenever changes are made throughout the year.
- D. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws, or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE IV PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement. Said salary schedule shall remain in effect for the duration of this Agreement.
- B. A representative of the Association and one other member of the negotiating team will concur with the Board in the placement of teachers on the salary schedule on or before the fourth Friday of September each school year. Lack of agreement on the proper step and schedule placement of any teacher shall be subject to the provision of the professional grievance procedure as set forth herein.
- C. Teachers shall be reimbursed for traveling expenses incurred while attending authorized local, district, regional or state meets, contests, clinics, and conferences if arrangements are made and approved by the administration at least forty-eight (48) hours in advance of the scheduled event.
- D. Longevity shall be paid as a percentage of the base pay on the current year's salary (Schedule A). Teachers who, during the 2005-2006 school year, and each year thereafter, shall attain eleven (11) through thirteen (13) years of service in the district shall receive a 2%-of-base longevity bonus; fourteen (14) through sixteen (16) years of service in the district shall receive a 2.5%-of-base bonus; seventeen (17) through nineteen (19) years, a 4%-of-base bonus; twenty (20) through twenty-two (22) years, a 4.5%-of-base bonus; twenty-three (23) through twenty-five (25) years, a 5%-of-

base bonus, and twenty-six (26) or more years, a 6%-of-base bonus. Time of service will be determined on June 1st of each school year. Years of service shall be rounded to the major fraction thereof; i.e., fifteen (15) years, five (5) months equals sixteen (16) years. Longevity shall be paid out on a per-pay basis throughout the school year.

- E. Teachers who are required as part of their regular duties on a regular basis to use their own vehicles for transportation between schools will be reimbursed for mileage at the current IRS rate. Any teacher who uses his own vehicle for transportation to and from any administrative-approved activity shall be compensated at the same rate. Procedure for implementing method of payment shall be in agreement with the individual teacher and the Superintendent.
- F. New teachers to the district will report to work two (2) days prior to the beginning of classes, and tenured teachers will report to work at least one (1) day prior to the beginning of classes.
- G. The mutually negotiated calendar(s) for the school year(s) covered by this attached as Appendix B.
- H. The following holidays shall be observed and all schools closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day.
- I. A teacher shall be released for regular duties without loss of salary one (1) day each semester for the purpose of participating in area or regional meetings of educational organizations, if prearranged with the administration and if a certified substitute can be secured. This is meant to specifically exclude meetings run by the Michigan Education Association for the purpose of negotiations or contract implementation.
- J. In cases of absence of regular classroom teachers (those having direct responsibilities for students for the majority of the school day), when the absence is during the course of the normal, student day, the administration will secure a certified substitute, except in emergency situations, i.e., inability to obtain a substitute, fire calls, EMT runs, etc.

If a certified substitute cannot be obtained, the administration may request a teacher to assume the assignment. Administrators will not assume assignments except in emergencies. Compensation for said assignments and advisorships will be paid at the rate of \$14 per class hour, \$28 per 80-minute block, or \$7 per advisorship.
- K. Teachers shall be reimbursed \$100 for the tuition cost of each semester hour successfully completed, up to a maximum reimbursement of fifteen (15) hours per employee. Teachers must have obtained six (6) semester hours before reimbursement is requested.
- L. The district will prepare and, upon request, provide the KNDEA a current list of substitute teachers and their certification prior to the fourth (4th) Friday of each school year.
- M. The salaries of teachers covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement. Said salary schedule shall remain in effect for the duration of the Agreement. It is understood between the Kaleva Norman Dickson School District Board of Education and the Kaleva Norman Dickson Education Association that the Board has the right to place any newly-hired teacher on any step of Salary Schedule A without being subject to grievance by the newly-hired employee as he gains experience and tenure in the Kaleva Norman Dickson

School District. However, in no event shall a newly hired teacher be placed on a salary schedule step higher than their actual years of teaching experience.

- N. Counselors - Due to the need for school counselors to work beyond the regular school year, it is understood between the Kaleva Norman Dickson Education Association and the Kaleva Norman Dickson Board of Education that counselors will be paid on a per-diem basis. Each day's pay will be based upon the number of working days agreed upon for the current calendar and the annual salary, based on the counselor's current salary step and the current contract year during which the work is performed.
- O. Compensation for attendance at all Board-required-training sessions, conferences, and workshops outside of normal working hours, as defined above, shall be at the rate of \$14 per hour. This does not include regular teachers' meetings conducted by administrators.
- P. Teachers who assume administrative duties in the absence of the building principal shall be paid \$25 per hour.

ARTICLE V WORKING HOURS AND RESPONSIBILITIES

- A. The salary schedule is based upon a normal, weekly teaching load, generally defined as September 1 to the first week in June, during normal working hours provided that within said time, the annual, mandated number of student hours of instruction are met, as allowed to be adjusted by the Michigan Department of Education with professional development hours, if necessary. Secondary school (MS/HS) teachers' normal working hours shall be from 8:10 a.m. (beginning of teacher workday), with an 8:35 student-day start, to 3:35 p.m. end of student day, and a 3:40 p.m. end of the teacher workday. Elementary (K-6) teachers' normal working hours shall be from 8:00 a.m. beginning of both the teacher and student day to 3:00 p.m. (ending time for students) and a 3:30 p.m. end of the teacher workday, except for scheduled workdays when students are not in attendance. On these days, elementary teachers shall work the same hours as secondary teachers. The board shall have the right to adjust the normal working hours in the event it is necessary to do so in order to satisfy state requirements pertaining to student instruction time or to receive full state aid. The following responsibilities of the respective teachers shall include:

ALL TEACHERS - Student records, classroom inventories, supervision of all class activities, teachers' meetings, curriculum-study groups, parent-teacher conferences, public-relations activities, professional organizations, inservice workshops and supervisory assignments by the principal.

MUSIC TEACHERS - Supervision and direction of concerts, special productions, and participation in local, district, and state-sanctioned contests, as approved by the administration.

VOCATIONAL EDUCATION TEACHERS - Participation in local and state associations in respective areas, as authorized by the State Vocational Education Division of the Department of Education.

COACHES - Supervision and direction of students in all sanctioned games, contests or meets in the respective, assigned sports.

COUNSELORS - Due to the need for school counselors to work beyond the regular school year, it is understood between the Kaleva Norman Dickson Education Association and the Kaleva Norman Dickson Board of Education that the salaries will be paid, as follows:

Counselors will be paid on a per-diem basis, based upon the number of teacher work days in the negotiated calendar, the counselor's current salary step and the current contract year during which the work is performed.

Compensation for attendance at all Board-required-training sessions, conferences, and workshops outside of normal working hours, as defined above, shall be at the rate of \$14 per hour. This does not include regular teachers' meetings conducted by administrators or parent/teacher conferences.

- B. All teachers shall be entitled to a duty-free lunch period of no less than twenty-five (25) consecutive minutes.
- C. All teachers will be entitled to a working day free of classes at the end of each semester for completing semester reports. Semester exams will be given according to the schedule assigned by the principal.
- D. The parties understand that some scheduled days of student instruction that are canceled because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical failures, or health conditions as defined by the city, county, or state health authorities may be counted as days of pupil instruction for computing amounts received in State Aid. However, to the extent that such days may not be counted as days of pupil instruction for computing amounts received in State Aid, then such days shall be rescheduled as pupil-instruction days for teachers, and no additional salary shall be paid to teachers on those days. Said days will be made up in the manner prescribed in the appropriate calendar appendix.

In the event of canceled school, those teachers who have requested the same day(s) as canceled will not be charged the leave day(s) from their accumulated leave days.

ARTICLE VI TEACHING LOAD AND ASSIGNMENT

- A. For 2007-2008, the normal, daily, teaching load in Grades 9-12 will be three (3) assigned period of eighty (80) minutes, a homeroom/advisorship or lunchroom/hallway supervision of not more than twenty-five (25) minutes, and one (1) unassigned, duty-free, preparation period of duration equal to the assigned periods.

As of 2008-2009, the normal, daily, teaching load in Grades 7-12 will be six (6) assigned periods and one (1) unassigned, duty free, preparation period of duration equal to the assigned periods. There shall be a minimum of two-hundred sixty (260) minutes per week of non-teaching prep time. There shall be a maximum of four (4) preparations per teacher assignment.

The normal, daily, teaching load at the elementary school will be three hundred fifty (350) minutes of assigned time and no less than seventy-five (75) minutes of unassigned, duty-free, preparation time, including lunch.

- B. The elementary teachers shall be provided a minimum of three hundred ten (310) minutes per week of non-teaching preparation time, with no less than thirty-five (35) consecutive minutes per day. Recess time is considered planning/preparation time for elementary teachers. Therefore, elementary teachers will be given a minimum of forty (40) recess minutes per week to do their planning. These minutes are in addition to the thirty (30)-minute block at the end of each day, and to the one hundred twenty (120) minutes per week of prep time created while the students are in physical education, or art, or music. Otherwise, teachers shall remain with their students, as assigned.

Non-instructional support will be provided in order to secure duty-free prep time when necessary.

- C. 1. A Mentor Teacher shall be defined as a Master Teacher, as identified in Section 1526 of the School Code, and shall perform the duties of a Master Teacher as specified in the Code. The Mentor Teacher shall be a member of the bargaining unit.
2. Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher by the Association, with the approval of the Administration. The Mentor Teacher shall be available to provide professional support, instruction, and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources, and information in a non-threatening, collegial fashion. A teacher hired during the school year will be assigned a Mentor Teacher no later than thirty (30) days following his/her hiring.
3. A Mentor Teacher shall be assigned in accordance with the following:
- A. A Mentor Teacher shall be a tenured member of the bargaining unit, having taught in the Kaleva Norman Dickson School District a minimum of five (5) years with a satisfactory evaluation record.
 - B. Participation as a Mentor Teacher shall be voluntary.
 - C. The District shall immediately notify the Association of those members requiring a mentor assignment.
 - D. The Association shall notify the Administration when a Mentor Teacher is matched with a probationary employee (Mentee).
 - E. Every effort will be made to match Mentor Teachers and Mentees who work in the same building and have the same area of certification.
 - F. Each Mentee shall be assigned only to one (1) Mentor Teacher at a time.
 - G. The Mentor Teacher assignment shall be for one (1) year, subject to review by the Administration and Association after eight (8) months.
4. Because the purpose of the Mentor/Mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction, the

Board and the Association agree the relationship shall be confidential and shall not in any fashion be a matter included in the evaluation of the Mentor Teacher or Mentee.

Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other. Further, the Mentor Teacher shall not be called as a witness in any grievance or administrative hearing involving the Mentee, nor shall the Mentee be called as a witness in any grievance or administrative hearing involving the Mentor Teacher.

5. Upon request, the Administration shall make available a minimum of two (2), one-half (2) day release times per semester so the Mentor Teacher may work with the Mentee in his/her assignment during the regular work day. Where possible, the Mentor Teacher and Mentee shall be assigned common preparation time.
6. Mentees shall be provided with a minimum of fifteen (15) days of professional development during their first three (3) years of classroom teaching. Every effort will be made to allow for five (5) days each year. Professional development shall be scheduled within the parameters of the regular work day and work year whenever possible. Professional development scheduled beyond these parameters will be compensated as extra duty and agreed upon between the Association and Administration.
7. Mentor Teachers shall receive ongoing, specialized preparation in collaboration with institutions of higher education, the State Department of Education, Intermediate School Districts, and teacher bargaining groups. The District will reimburse the Mentor Teacher for such training, to include fees and mileage. The Association will reimburse for meals and lodging.
8. A Mentor Teacher will be reimbursed \$250 each year the Mentor/Mentee relationship exists, to be paid the first (1st) payroll of June.
9. On or before the 4th Friday of each school year the KNDEA must submit to the Superintendent's office a complete list of Mentor Teachers and their Mentee assignments for approval. The KNDEA, likewise, will advise the Superintendent's office within thirty (30) days of any Mentor/Mentee relationships that commence during the school year.

ARTICLE VII TEACHING TRANSFERS, ASSIGNMENTS, AND VACANCIES

Section 1: Transfers and Assignment

- A. The Superintendent shall be responsible for the assignment and transfer of all faculty personnel.
 1. Whenever a teacher is reassigned to a different grade assignment, subject or school building, he/she shall be notified at least thirty (30) days prior to the date of the effective transfer semester. If the transfer was necessitated by a short notice of departure by a teacher, such notification shall be made within six (6) working days after the principal has been made aware of the vacancy.

Section 2: Vacancies

- A. VACANCY - A vacancy is an opening in a bargaining unit position that the Board intends to fill.
- B. When a vacancy occurs in any position, the position shall be posted in all buildings for at least ten (10) working days. (The posting period may be shortened or eliminated at the request of the KNDEA President in emergency situations or when no bargaining unit employee is qualified for the position.) All vacancy postings shall include the minimum qualifications(s) and minimum certification(s) required for the position.
- C. In the event a vacancy occurs during the summer-months' recess, the posting shall be sent by first-class mail to all unit members.
- D. Teachers interested in transferring shall make application to the Personnel Office during the posting period. In filling vacancies, the Board shall consider the certification, qualifications, background attainments, and seniority in the school district.
- E. If no teacher who is certified for the position applies during the posting period, the district may then post the job to non-bargaining-unit people.

Teachers will not be involuntarily transferred without just cause. A transfer may take place where implementation of program improvement or quality is being sought. The teacher involved in the transfer will be granted a consultation with the Superintendent prior to the reassignment. Reasons for involuntary assignments will be given in writing to the reassigned staff member prior to the assignment.

**ARTICLE VIII
PROFESSIONAL QUALIFICATIONS**

- A. Teachers will be assigned within the scope of their teaching certificates and their qualifications.
 - 1. "Qualifications" or "qualified" shall mean that the teacher:
 - a. Possesses a major or minor appropriate to his/her assignment and assures continued certificate renewal and proof of same delivered to Central Office personnel on or before June 30th of the year of certificate expiration; and
 - b. Meets all applicable standard for a "highly qualified" teacher under the No Child Left Behind (NCLB) Act, including the NCLB Final Regulations, 34 CFR 200-55-200.56, and the Michigan Definition for Identifying Highly Qualified Teachers, as approved by the State Board of Education.
 - c. Holds an elementary teaching certificate, in order to be qualified to teach in elementary classrooms, K-6. (Teachers in specialized positions such as art, music or physical education must also possess specific certification in the subject to be taught. Kindergarten teachers must also hold a ZA endorsement.)

- d. Must be certified secondary (7-12), elementary (K-8) or have a middle school endorsement, in order to be qualified to teach in Grades 6-8.
 - e. Must have a major or minor appropriate for the teaching assignment, together with a secondary endorsement, in order to be qualified to teach in Grades 9-12.
 - f. Understands and agrees that the Board may make exceptions to the above requirements for up to two (2) classes in the teacher’s assignment, while teacher is seeking State certification while working under a State waiver.
 - g. Understands and agrees that to be qualified, a teacher must also have sufficient credit hours in the academic area to which the teacher is assigned to meet the accrediting agency standards of North Central Accreditation. Teachers required to take unanticipated, active steps to meet accreditation agency standards will have necessary tuition shared by the Board of Education at a rate of 50%, provided said teacher completes the accreditation required classes.
2. “Certified” is defined as holding a valid certification from the Michigan Department of Education in the designated subjects and grade levels.
 3. For purposes of this article, the term “qualified” shall be deemed to be synonymous with the term “certified” with the following exceptions:

AREAS	QUALIFICATIONS
Home Economics, Industrial Arts, Physical Education	Specific certification in the subject to be taught (e.g., a person certified to teach all subjects in Grades K-8 would not be qualified to teach P.E. in those grades unless he/she had specific certification in Physical Education.)
Instrumental Music	Board may require successful experience within last four (4) years.
Vocal Music	Board may require successful experience within last four (4) years.
Teacher of Visually Impaired	Board may require an earned certification within last five (5) years.
Degreed Vocational Education	Certification and vocational authorization of specific subject.
Non-degreed Vocational Education	Certification in the subjects to be taught or annual authorization.
Media	Special certification in subject area.

These qualifications shall apply where the specialized area(s) constitute(s) a major portion, (more than half) of the teacher’s assignment.

4. If a teacher who is required to meet the NCLB “highly qualified” standards (as outlined above) by the end of the 2005-2006 school year does not meet those standards, he/she shall be assigned to any concurrently existing vacancy for which he/she is certified and

qualified. Any such vacancy shall not be required to be posted under Article VIII of this Agreement.

If the teacher cannot be assigned to a concurrent vacancy for which he/she is certified and qualified (as outlined above), he/she will be placed on layoff status, under the provisions of Article IX of this Agreement, unless the teacher is certified and qualified to displace another less senior member of the bargaining unit. In the latter event, the more senior teacher shall displace the least senior bargaining unit member holding an assignment for which the more senior teacher is certified and qualified (as outlined above). The teacher ultimately displaced shall be laid off and shall have recall rights to the extent provided in Article XVI – (Reduction in Staff and Recall).

ARTICLE IX TEACHING CONDITIONS

- A. The parties recognize that optimum school facilities for both students and teachers are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach, and that the organization of the school and the school day shall be directed at insuring that the energy of the teacher is primarily utilized to this end.
- B. The Board and the Association recognize that thirty (30) pupils is a reasonable class load; therefore, on the fourth (4th) Monday after Labor Day, the Superintendent, Principals, and the negotiation committee from the Association will meet to study the existing class loads and attempt to make necessary adjustments in order to meet the reasonable pupil-teacher ratio, as stated above, to adjust pupils to equipment available, such as in laboratory classes. If for any reason the above maximums are exceeded in any classroom situation, the Board may provide a part-time, adult teacher aide at the request of the individual teacher to perform such non-instructional duties as are delegated to him by said teacher.
- C. The parties will meet at mutually agreed upon times for the purpose of discussing possible improvement of the selection and use of educational and instructional tools.
- D. Telephone facilities shall be made available to teachers for their reasonable use, but toll calls are the responsibility of the teacher; i.e., charged to home credit card.
- E. Teachers in each building shall be assured of access to student records, a copy machine, and a telephone until the end of the teacher workday.
- F. Classroom visits by parents or legal guardians shall be preceded by a minimum of two (2) working days' advance notice to the teacher, along with a written statement by the parent or legal guardian describing the purpose of the visit and the course or subject to be observed. The length of the requested visit shall not exceed one (1) classroom period, or eighty (80) minutes. No parent or legal guardian shall be allowed more than two visits per semester to an individual classroom without demonstrating reasonable cause acceptable to both the teacher and building principal.

If video taping or any form of electronic recording of the observation is to be made by the parent or legal guardian, such fact and its purpose must be provided to the teacher at the time advance notice is given to the teacher.

**ARTICLE X
LEAVE PAY**

- A. Upon initial employment all teachers will be granted twelve (12) days' leave for each of the first two (2) years of employment. Thereafter, all teachers will accumulate leave days at the rate of ten (10) days per year up to a limit of one hundred twenty-five (125) days. For record-keeping simplicity, any association member who is at or above the one hundred twenty-five (125) accumulated leave days at the start of each year will begin that year with one hundred twenty-five (125) days plus that year's credit of ten (10) days, for a total of one hundred thirty-five (135) days, so he may have those additional days for his use.

At the beginning of the subsequent year the teacher will reset at one hundred twenty-five (125) days, provided he has used less than his ten (10), annually-credited days. Should he use more than ten (10) days in a given year, he will again be credited with ten (10) days, plus the number he has remaining, to find his new total. By way of illustration:

Year 1	125 accumulated days + 10	=	135 days
	135 days - 5 days used	=	130 days
Year 2	125 accumulated days + 10	=	135 days
	135 days - 11 days used	=	124 days
Year 3	124 accumulated days + 10	=	134 days
	Etc.		

Leave days (i.e., sick leave) accumulated during previous KND contracts shall be credited to staff members at the beginning of each school year. On or before the fourth (4th) Friday of each school year, teachers shall be notified as to the number of leave days they have accumulated.

A leave day shall not be granted for vacation or recreational activities nor immediately before or after a holiday or vacation, except that a leave day may be granted before or after a holiday or vacation period in emergency and/or unusual circumstances on a case-by-case basis at the discretion of the employer.

- B. For leave other than sickness, disability, or emergency, the administration shall be notified forty-eight (48) hours in advance.
- C. Unused or accumulated leave days, upon termination of a minimum of ten (10) years' employment in the KND system, shall be paid for at the rate of \$75 per day, up to a maximum of one hundred (100) days.
- D. Leave of absence without pay shall be granted to tenured teachers upon application and approval of the administration for the following reasons: (NOTE: There will be no credit for increments.)

1. study relative to teacher's licensed field.
2. military service.
3. maternity and child care.
4. teachers who are officers of the Michigan or National Education Association (MEA or NEA) or who are appointed to their staffs.
5. medical reasons.

A teacher may request a part-time leave of that is equal to or less than 49% of his teaching responsibility.

- E. A teacher on leave under Paragraph D above shall inform the Superintendent of his intention to return in writing at least sixty (60) days prior to the end of the school year preceding the school year he wishes to return. The teacher shall be returned to his last teaching position or to a similar position, being defined as: K-3 - lower elementary; 4-6 - upper elementary; and secondary - any area of certification or, with his approval, to any other position for which he is certified.
- F. Any leave of absence in excess of a teacher's accumulated leave days shall be deducted at the rate of an increment of one workday, per the current school year's calendar, of the annual salary for each day of absence. However, each teacher may "borrow" up to one-half of his or her allotted leave days from the following year.
- G. Leaves with pay not chargeable against the teacher's leave-pay allowance shall be granted for the following reasons upon notification of the administration and with the duration of said leave to be determined with the administration at the time of notification, except as set forth in G-1 below:
1. Absence when a teacher is called for jury duty in which event the Board shall pay the difference of his regular salary and the compensation he receives for jury duty.
 2. Court of record appearance as a witness in any case connected with a teacher's employment or the school or whenever a teacher is subpoenaed to attend any proceedings.
 3. Approved visitation at other schools or for attending educational conferences or conventions.
- H. Any teacher who is absent because of injury or disease which arose out of or during the course of his employment for which he receives compensation under the Workers' Compensation law may, at his election, receive from the Board the difference between the allowance under the Workers' Compensation law and his regular salary for the number of days he has accumulative leave. This is provided, however, that in the event he received compensation under the Workers' Compensation law and his salary, then there shall be no deduction from any of his accumulative leave benefits provided for in this Agreement.
- I. Bereavement leave of absence will be granted to all bargaining-unit employees. When a death occurs in the employee's immediate family, (i.e., spouse, significant other, parent, step-parent, parent or step-parent of a spouse, child or step-child, brother, sister, stepbrother, stepsister, maternal or paternal grandparent) the employee will be granted up to three (3) days of leave immediately following the death.

**ARTICLE XI
TEACHER EVALUATION**

- A. Each teacher, upon his employment or at the beginning of the school year, whichever is later, shall be advised of the specific criteria upon which he will be evaluated. Each teacher evaluation shall be subject to the following minimum criteria:
1. knowledge of subject matter.
 2. techniques of instruction.
 3. classroom management.
 4. relationships with pupils, parents, and professional colleagues.
- B. Evaluations will be conducted by the administration. It is the primary objective of the evaluations to assist in improving the teaching methods of teachers as expressed in the evaluation summaries and recommendations provided by the administrator who is conducting by the evaluation. Probationary teachers will be observed at least two (2) times per year, and tenured teachers will be observed at least one (1) time every five (5) years. However, tenured teachers may request an evaluation prior to the scheduled evaluation. Furthermore, administration may evaluate a tenured teacher up to three (3) times per year, if they have notified the staff member in writing that the teacher's performance is not satisfactory.
- C. All monitoring or observation of the work of a teacher shall be conducted openly and with the knowledge of the teacher.
- D. Test results of academic progress of students shall not be used in any way as evaluation of the quality of teacher service or fitness for retention.
- E. An observation of the teacher shall be for not less than thirty (30) consecutive minutes.
- F. Teaching assignments outside of the area of teacher's area of certification shall not be evaluated.
- G. The schedule of evaluations is as follows: the first evaluation within sixty (60) days of the beginning of the school year or date of hire, and the last evaluation by the 60th day before the end of the school year (or by April 1st).
- H. The administrator shall prepare and submit a written report with recommendations to the teacher within five (5) calendar days of the observation.
- I. The administrator shall hold a post-observation conference within ten (10) days of the observation for the purpose of clarifying the written report and recommendations.
- J. If an administrator believes a teacher needs improvement in a particular area, the reason shall be set forth in specific terms and shall be an identification of the specific ways in which the teacher is to improve and the assistance to be given by the administrator. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

- K. A teacher who disagrees with the observation or recommendation may submit a written answer, which shall be attached to the file copy of the observation in question. Any teacher who is disciplined or discharged as a result of his evaluation may submit his complaint through the grievance procedure, provided that in the case of probationary teachers, arbitration shall be strictly advisory (see Article XIII).
- L. Each teacher shall have the right, upon request to the administration, to review the contents of his personnel file placed there after initial date of employment. A representative of the Association may, at the teacher's request, accompany the teacher for this review.
- M. The final evaluation report by April 1st of probationary years will contain the principal's recommendation for the Board of Education's consideration and action regarding continuation of probation, extension of the probationary period, or discharge. The final report to the Board of Education will not contain information not made known to the teacher by the principal.

ARTICLE XII TEACHER PROTECTION

- A. The Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining and proper control and discipline in the classroom. The teachers recognize that all disciplinary action and methods involving them shall be reasonable. It shall be the responsibility of the teacher to report to his principal who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.
- B. Any case of assault upon a teacher, which arose out of or in the course of his employment, shall be promptly reported in writing to the Board or its designated representative. The Board will provide, without cost to the teacher, approved legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.
- C. Time lost by a teacher in connection with any incident mentioned in this article, except for gross negligence or gross neglect, shall not be charged against the teacher.
- D. Any complaints worthy of serious note made to the administration by a parent or a student, directed toward a teacher, shall be promptly called to the teacher's attention. No materials of any adverse nature shall be included in a teacher's personnel file without that teacher's having first seen them and signed them. Such signature shall be required and is not in any way to be considered to denote acceptance of those materials by the teacher but shall only acknowledge that the teacher is aware of their presence in his file. The teacher shall have the right to attach an explanation of rebuttal to any material contained in the file which he feels is of an adverse nature.
- E. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

F. Freedom of Information Act Requests

Bargaining unit members will have the right to review the contents of their personnel file. Should a FOIA (Freedom of Information Act) request be made for personnel file information, the employer will notify the bargaining unit member with two (2) days of the request and prior to the release of the information. If the employee challenges the information in his/her personnel file, the Board of Education will take the maximum time to respond to the FOIA request, and under the law will genuinely and seriously consider a member's request for exemptions and will not release information which is irrelevant or defaming.

**ARTICLE XIII
NEGOTIATIONS PROCEDURE**

- A. Beginning not later than June 1, 2009 the Association and the Board agree to commence negotiations over a successor Agreement.

**ARTICLE XIV
PROFESSIONAL GRIEVANCE PROCEDURE**

- A. The Association alleging a violation of the express provisions of this contract shall, within five (5) working days of its alleged occurrence, orally discuss the grievance with the building principal in an attempt to resolve same. If no resolution is obtained within three (3) working days of the discussion, the teacher or Association shall reduce the grievance to writing and proceed, within ten (10) working days of said discussion, to the next step of the grievance procedure.
- B. Within five (5) of the receipt of the grievance, the building principal shall meet with the Association (affected teachers may or may not be present at such meeting) in an effort to resolve the grievance.
- C. If the grievance is not resolved by the principal and Association, the Association then may, within five (5) working days after said meeting, file the grievance with the superintendent. He shall have ten (10) working days from receipt to approve or disapprove it and report, in writing, to the Association reasons why the grievance is approved or disapproved. A meeting of the superintendent and the Association may be held, if desired, by either party.
- D. If the grievance is not resolved at the superintendent's level (Paragraph C above), the Association shall have five (5) working days to submit said grievance to the secretary of the Board indicating, in writing, why they (the Association) think further action is necessary.
- E. Within fifteen (15) working days from receipt of the grievance the Board shall pass on the grievance and report, in writing, to the Association. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance.
- F. Failure to appear within the above time limits shall be deemed acceptance of the decision. However, if the decision of the Board is not satisfactory to the Association, the grievance may be ap-

pealed to arbitration. The Association may have ten (10) working days to appeal to arbitration. Such appeal shall be in writing and shall be delivered to the Board within the said ten (10) working day period, and if not delivered, the grievance shall be abandoned.

Within ten (10) working days of receipt of the grievance the Board and the Association will meet to select an arbitrator agreeable to both parties. If, after five (5) working days, the parties are not able to agree upon an arbitrator, he shall be selected through the American Arbitration Association, whose rules and regulations shall likewise govern the arbitration proceedings. The arbitrator so selected will confer with the parties and hold hearings promptly and will issue his decision no later than twenty (20) days from the date of the close of the hearing. The arbitrator's decision shall be in writing and will set forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement.

His authority shall be limited to deciding whether a specific article and section of this Agreement has been violated and shall be subject to, in all cases, the rights, responsibilities, and authority of the parties under the Michigan General School Laws, or any other national, state, county, district, or local laws. The arbitrator shall not usurp the function of the Board of the proper exercise of its judgment and discretion under the law and this Agreement.

The decision of the arbitrator shall be final and binding except in the case of a grievance by a probationary teacher of an evaluation, in which case the decision of the arbitrator will be advisory only.

The arbitrator's fee shall be divided equally between the parties; each party shall bear any additional expenses incurred by them in connection therewith.

- G. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same, or its equivalent in money, shall be paid to him.
- H. For administrative convenience, the Board may cause complaints which may be the subject of grievance under this article first to be presented to a department head, assistance principal or other school employee, for formal processing in an effort to reduce the number of formal grievances handled under the Professional Grievance Procedure herein established. The parties shall mutually work out procedures for such informal processing upon request, but exhaustion of such informal procedures shall not be required as a condition precedent to invoking the grievance procedure, nor shall the participation of department heads, assistant principals, or other employees in such informal procedures be deemed to be supervisory of executive function.
- I. It shall be the general practice of all parties in interest to process grievance procedure during times which do not interfere with assigned duties, provided however, in the event it is agreed by the Board to hold the proceedings during regular hours, a teacher participating in any level of the grievance procedure with any representative of the Board shall be released from assigned duties without loss of salary.

**ARTICLE XV
BUILDING LEADERSHIP TEAM
(SITE-BASED, DECISION-MAKING COMMITTEE)**

- A. There may be established a Building Leadership Team shall be established, which will be composed of (but not limited to) Board and Association members appointed by their representative Board or Association to study subjects mutually agreed upon relating to the school system. This joint planning and problem-solving committee seeks to improve the quality of school and delivery of quality education.
- B. The parties agree that the Building Leadership Team and its subcommittees serve in an advisory capacity only and that the failure of the Board to place any of its recommendations in effect shall not constitute the basis for a grievance.
- C. Building Leadership Team representatives on such committees may be excused upon request from the performance of other work up to six (6) hours per week for the purpose of serving on such committees.
- D. Building Leadership Team representatives on leadership teams may meet up to ten (10) hours per year and will be paid a stipend of \$200 each. By the 4th Friday of the school year, the KNDEA will advise the Superintendent's office of the names of such Building Leadership Team representatives.

**ARTICLE XVI
REDUCTION OF STAFF AND RECALL**

Section 1:

It is within the sole discretion of the Board to reduce the number of teachers at such time as the Board may deem appropriate. In the event it becomes necessary to reduce the number of teachers, the following procedure will be followed:

- A. The Board, through its agents, will determine the curriculum and the positions that should be eliminated, reduced, or continued.
- B. Teachers shall be laid off on the basis of seniority, provided that a more senior teacher may be laid off while a less senior teacher is employed, if the more senior teacher is not certified and qualified to be employed in the specific position held by the teacher with less seniority, or the specific position to which the Board determines the teacher with less seniority should be assigned. Provided, further, that this procedure shall be subject to the Michigan Teacher Tenure Act.
- C. In the spirit of causing the least amount of disruption, in the event of a position opening, that position must be filled by any teacher certified and qualified to fill the opening before any bumping can occur.

- D. In the event of the elimination of a position, the eliminated teacher must bump the least senior teacher in the district, provided that the eliminated teacher is certified and qualified for the position who has like certification of the eliminated teacher.
- E. Reduction of a position by the Board from full-time to part-time shall be considered a partial layoff. Remaining in the reduced position shall not affect the teacher's right of a recall to a full-time position.
- F. Refusal or acceptance of a position that is not equivalent in time to the position previously held shall not affect a teacher's recall rights for up to the two years from original layoff.
- G. The Board shall take formal action in order to effectuate the layoff of a teacher. Teachers to be laid off shall be notified in writing of such layoff thirty (30) calendar days in advance of the effective date of the layoff.

Section 2:

“Seniority” shall be defined as the length of continuous service with the school district since the last date of hire. Periods of time spent on approved leaves of absence (see Article X, Paragraph D) shall not constitute a break in continuous service, and seniority shall accrue during such approved periods. For purposes of this Article only, service of at least 51% of a full teaching load shall count as if the service were at the full teaching load. (NOTE: Leave time beyond an FMLA leave of twelve (12) weeks shall result in a loss of seniority days.)

The following criteria will be used for placement on the seniority list:

- A. Date of hire by Board of Education
- B. Date of signing of employment contract by employee

After applying the above criteria, in the event of ties in seniority, all teachers so affected will participate in a formal drawing to determine placement on the seniority list. The Association and bargaining unit members so affected will be notified in writing of the date, time and place of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit members and Association representative to be in attendance.

Section 3:

The Board shall prepare and present to the Association President a current seniority list prior to November 1st and March 1st of each year. The seniority list shall also contain information regarding the employees' certification. The Association shall have thirty (30) days from receipt of the list to object. Any objection must be in writing, and a reply must be made within ten (10) working days. Failure to object shall be construed as an agreement that the list is accurate.

Section 4:

The certification and qualification of a teacher to be laid off shall be the certification and qualifications on file with the Board at the time the notice of layoff is sent. The certification and qualification of a teacher to

be recalled from the layoff shall be the certification and qualifications on file with the Board at the time the notification of recall from layoff is sent. It is the teacher's responsibility to make sure the Board's records are correct and to notify the Board in writing of any inaccuracies or changes.

Section 5:

Teachers on layoff shall be recalled in order of greatest seniority, provided the more senior teacher(s) are certified and qualified for the vacancy or vacancies to be filled.

Section 6:

Notice of recall shall be sent by certified mail to the teacher's last known address for up to thirty-six (36) months after initial layoff. It shall be the responsibility of the teacher to keep the Board informed of his/her current address. The Board obligations regarding recall of a teacher shall be fully satisfied if the notice of recall is sent to the teacher's last known address. The teacher will have ten (10) days to indicate his/her desire to accept or reject an offer of recall, and the ten (10) days shall commence running on the date the notice of recall is received. In the event a teacher does not respond within the ten (10) day period, the teacher shall forfeit his/her rights to the position and his/her name shall be placed at the bottom of the seniority (recall) list. A laid-off teacher employed under contract by another school district may refuse recall; however, if the teacher is offered a position for the next school year, the teacher's refusal of the offer shall constitute the teacher's resignation, and employment shall automatically terminate.

- A. Reduction of a position by the Board from full time to part time shall be considered a partial lay-off. Remaining in the reduced position shall not affect the teacher's right of a recall to a full-time position.
- B. Refusal or acceptance of a position that is not equivalent in time to the position previously held shall not affect a teacher's recall rights.

**ARTICLE XVII
MISCELLANEOUS AGREEMENTS**

- A. This Agreement shall supersede any rules, regulations, or practices of the Board, which shall be contrary to or inconsistent with its term. All individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered a part of the established policies of the Board.
- B. Copies of this Agreement shall be professionally printed, and the expense shall be divided equally between the Board and the Association. The contract shall be presented to the Association within sixty (60) days of ratification for distribution of all teachers now employed or hereafter employed by the Board. In addition, the Association shall be given thirty (30) extra copies of the Master Agreement.
- C. No service, duty, or activity performed by any teacher during the number of teacher work days of the regular school year shall be rewarded with extra pay excepting those extra duties, services, and activities set forth in the salary agreement.

- D. Increments become effective, and advancement under the salary schedule shall be automatic as of September 1 or February 1 upon completion of fifteen (15) hours, a Master's Degree, or with a full year's teaching experience. It is the employee's responsibility to submit a request for movement across the salary schedule to the BA+15 or to the Master's scale, together with copies of all grade transcripts and any other correspondence from the college or university to support the request, to Business Office personnel on or before August 31st or January 31st in order for the salary change to be effective on September 1st or February 1st. Failure to timely submit the request and/or documentation will result in a delay in the movement across the salary schedule until the following September 1st or February 1st, as applicable.
- E. In addition to the basic teacher's salary as provided in Schedule A, there will be paid a further sum as listed in the attached Extra Duties Beyond Classroom Teaching and Outside of School Hours (Schedule B).
- F. Age shall not be used as criteria for dismissal or retirement.
- G. Over and above the basic salary of each teacher the Board will contribute a percentage of the teacher's salary into the Retirement Fund, per the requirements of the Michigan Public Schools Employees' Retirement Systems (MPERS).
- H. Travel, meal and conference expenses shall be the responsibility of the individual teacher up front. Reimbursement, after the teacher's return and submission of documented expenses, shall be made by the Business Office within one (1) week of receipt of that paperwork.

**ARTICLE XVIII
FRINGE BENEFITS**

- A. Upon acceptance by the insurance company of a written application (new employee or employee changing coverage), the Board shall provide, without cost to the employee (see Paragraph E), the premium costs to MESSA for the below stated insurance package, A or B, for a full twelve-month period beginning September 1 of each year for each employee who works a minimum of one-half day on a regular basis and for his/her immediate family (spouse and dependent children) and for any other eligible dependents (defined by the United States Internal Revenue Service). Limited Medicare Supplement premiums shall be paid on behalf of the employee and/or spouse eligible for Medicare, if provided by law. Both SuperCare 1 and CHOICES II will be offered coverages. A sign-up window will be open as soon as feasible. **Premium charges over and above the fully funded CHOICES II package will be payroll deducted from employees selecting the Super-Care 1 package.**

Employees will have the capability of changing back and forth from MESSA's SuperCare 1 and CHOICES II during the month of September each year, which is the policy open-enrollment period, if permitted by MESSA.

PAK A - For employees needing health insurance:

MESSA's CHOICES II or	100/\$200 Deductible - \$5/\$10 Rx Card – Preventive Care
MESSA SuperCare 1	and Hearing Care Riders

NOTE: Employees electing MESSA SuperCare 1 shall pay the difference in premium between MESSA CHOICES II AND MESSA SuperCare 1.

Delta Dental Plan 75/75/60/75:\$1,200	Dental Sealants Rider – \$3,000 Annual Dental Cap/ Classes I, II, & III Coverages – \$1,200 Ortho Cap, with DPO Rider
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Vision	VSP-3 Gold
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Negotiated Life	\$50,000 with AD&D
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LTD	MESSA Plan I Long-term Disability Insurance for each teacher. Benefits shall begin upon termination of ninety (90) calendar days or upon termination of the teacher's sick leave, whichever is greater, and continue at 66 2/3% to age 65 and should include the following additional features:
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1. Maximum Monthly Payment - \$5,000.
2. No exclusion on mental and nervous conditions.
3. No exclusion on alcoholism and drug addiction.
4. Social Security freeze.
5. Primary Social Security offset.
6. Three-year, own-occupation clause.

PAK B - For employees NOT needing health insurance:

Delta Dental Plan 80/80/80/80:\$1,300	Dental Sealants Rider – \$4,000 Annual Dental Cap/ Classes I, II, & III Coverages – \$1,300 Ortho Cap, with DPO Rider
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Vision	VSP-3 Gold
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Negotiated Life	\$50,000 with AD&D
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LTD	Same as in Plan A
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Bargaining unit members not electing the MESSA Insurance Package Plan A will select MESSA Insurance Package Plan B. Any contribution amounts exceeding the employer's subsidy (see Paragraph E) shall be payroll deducted. An open enrollment period shall be provided from September 1 through September 30.

- B. Employees newly hired by the employer shall be eligible for employer-paid insurance premiums upon acceptance of a written application by the insurance carrier on the first day of the month during which employment commences. Employees shall have benefits terminated on the first day of the month following termination of employment, if said date is prior to the end of the school year.
- C. The Board agrees to provide the above mentioned benefit programs within the underwriting rules and regulations as set forth by the carrier in the Master Contract held by the policyholder.
- D. Should the employee terminate employment with the District, he/she shall have thirty-one (31) days from the date of termination to convert his/her negotiated, group life insurance coverage and any life insurance offered through the employee's health insurance program to an ordinary life insurance policy, without medical examination. It MAY be possible to retain and transfer some term life insurance coverage to a direct-pay basis. It is the employee's responsibility to check with the insurance carrier.
- E. **Effective with the 2007-08 school year, the board shall pay the full premium for MESSA CHOICES II Pak A and Pak B coverage.**

Effective with the 2008-09 school year, the board's obligation to pay the per-employee, monthly premium cost shall not initially exceed 110% of the previous year's per-employee, monthly premium cost paid by the district. It will then become the responsibility of each employee to pay (through payroll deduction, if desired) up to a maximum of \$75 per month of the additional premium amount, before the board's per-employee, monthly premium payment liability for the would-be balance again would commence.

F. Section 125 of the IRS Code

The employer shall provide a cash option of electing the health benefit. The cash amount shall be equal to the premium for a MESSA SuperCare I single subscriber, subject to the annual insurance-premium cap language. The employer shall formally adopt a qualified plan document pursuant to Section 125 of the Internal Revenue Service Code.

Members electing an annuity shall do so through a salary reduction agreement, subject to the maximum, allowable annual caps set, per IRS Code, on tax-sheltered withholdings for each employee. The program will become effective on July 1, 1997, or the date determined by the underwriting guidelines of the plan, but not more than ninety (90) calendar days following the adoption of the appropriate resolution by the District and the ratification of this Master Agreement by the parties hereto. Benefits currently being provided to bargaining unit members shall continue as is until the newly negotiated benefits program is in effect. All costs to implement and administer the Section 125 Plan shall be borne by the employer.

**ARTICLE XIX
DURATION OF AGREEMENT**

This agreement shall become effective as of the date it is ratified by both the Board and the Association and shall remain in full force and effect until the 31st day of August, 2009, and said Agreement shall not be extended orally, and it is expressly understood that it shall expire subject to the provision below on the date indicated.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this day and year written, and the President and Treasurer of the Kaleva Norman Dickson School District Board of Education do hereby certify that they are authorized to execute this Agreement on behalf of said School District by authority of the Board of Education, and the two officers of the Kaleva Norman Dickson Education Association do hereby certify that they are authorized to execute this Agreement on behalf of the said Education Association by authority of its membership.

**KALEVA NORMAN DICKSON
EDUCATION ASSOCIATION
BY:**

**KALEVA NORMAN DICKSON
BOARD OF EDUCATION
BY:**

Arch Lewis, MEA UniServ Director

Daniel T. Holtz, President

Julie A. Riggs, KNDEA President

Kathleen S. Miller, Secretary

Tina C. Fairbanks
KNDEA Negotiating Team Member

James H. Wojciechowski
KNDEA Negotiating Team Member

SCHEDULE A

EXTRA PROJECTS BEYOND CLASSROOM TEACHING & OUTSIDE OF SCHOOL HOURS

The extra-duty salary is computed by multiplying the percentage listed for activity times the step on the BA Salary Schedule corresponding to years of experience in that particular activity, giving one (1) full step credit for each three (3) years' experience, to a maximum of nine (9) years or to Step 3 on the BA Salary Schedule. Coaches providing service in a position for 10 or more years shall be compensated at the listed percentage; however, the figure from which the percentage is calculated will be based upon the coaches' placement on the Salary Schedule A. All positions listed will not necessarily be filled.

<u>YRS/EXPERIENCE</u>	<u>1-2-3</u>	<u>4-5-6</u>	<u>7-8-9</u>	<u>10+</u>
<u>INDEX STEP/BASE</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
<u>ATHLETICS</u>				
Varsity Basketball	10%	10%	10%	10%
J.V. Basketball	07%	07%	10%	10%
Assistant Football	07%	07%	07%	07%
Varsity Basketball	10%	10%	10%	10%
J.V. Basketball	07%	07%	07%	07%
9 th -Grade Basketball	05%	05%	05%	05%
Middle School Basketball		04%	04%	04%
04%				
Elementary Basketball	02%	02%	02%	02%
Varsity Volleyball	10%	10%	10%	10%
J.V. Volleyball	07%	07%	07%	07%
9 th -Grade Volleyball	05%	05%	05%	05%
Middle School Volleyball		04%	04%	04%
04%				
Boys' High School Track	10%	10%	10%	10%
Girls' High School Track	10%	10%	10%	10%
Assistant High School Track	07%	07%	07%	07%
Middle School Track	04%	04%	04%	04%
Cross Country (Male/Female Combined)	10%	10%	10%	10%
Golf	10%	10%	10%	10%
Varsity Baseball	10%	10%	10%	10%
J.V. Baseball	07%	07%	07%	07%
Varsity Softball	10%	10%	10%	10%
J.V. Softball	07%	07%	07%	07%
Varsity Cheerleading Advisor (Per Season)		05%	05%	05%
05%				
J.V. Cheerleading Advisor (Per Season)	04%	04%	04%	04%
Elementary Cheerleading Advisor	01%	01%	01%	01%
High School/Middle School Ski Club Advisor	03%	03%	03%	03%
Elementary Ski Club Advisor	03%	03%	03%	03%
<u>OTHERS</u>				
Pep Band	05%	05%	05%	05%
Marching Band	05%	05%	05%	05%
Play Director	04%	04%	04%	04%
Forensics	06%	06%	06%	06%
Yearbook Advisor (if not part of class schedule)	08%	08%	08%	08%

Yearbook Advisor (if part of class schedule)	04%	04%	04%	04%
Web Page Advisor (if not part of class schedule)	05%	05%	05%	05%
FCCLA	10%	10%	10%	10%
Elementary Public Performances	03%	03%	03%	03%
National Honor Society Advisor	03%	03%	03%	03%
High School Student Council Advisor	03%	03%	03%	03%
Middle School Student Council Advisor	02%	02%	02%	02%
High School OM Advisor		05%	05%	05%
	05%			
High School Quiz Bowl Advisor	05%	05%	05%	05%
Public performance by Band Director or Vocal Music (Pd once per yr)	03%	03%	03%	03%

- A. BAND INSTRUCTOR - Summer Band Commitments: There shall be no additional compensation for Memorial Day performances. The Band Instructor shall be compensated \$60 for other, summer performances, up to a maximum of three (3) performances. The Board shall determine if the band is to perform.
- B. CLASS ADVISORS - Payable in one lump sum the 2nd payroll of June each year: 9th- Grade - \$200; 10th-Grade - \$200; 11th- Grade - \$400; 12th-Grade - \$400.
- C. DRIVER EDUCATION - Road time for students shall be computed at the rate of \$18 per hour. Classroom time shall also be at the rate of \$18 per hour.
- D. That it is expressly understood that any assignment in Schedule B as it pertains to coaches and others shall be the sole prerogative of the Board, and, as such, jobs in these categories do not in any way acquire tenure. Failure to appoint in these categories shall not be a basis of any grievance.
- E. All head coaches will be evaluated within thirty (30) calendar days following the conclusion of an activity. It shall be the joint responsibility of the person who performed the athletic assignment and his/her Athletic Director to evaluate the activity. At that time the Athletic Director will inform the person that he/she will not be recommended by the Athletic Director for the position in the following school year or that he/she will be recommended by the Athletic Director for continued assignment to the position. Coaching vacancies and those coaches not recommended for reemployment into the athletic position will be posted. In either event, following the recommendation of the Athletic Director, the Board will act on said recommendation within thirty (30) calendar days.
- F. Coaches who move to a new sport area, or coaches who advance from a lower-level sport to an upper-level (i.e., junior high basketball to J.V. basketball to varsity basketball) will start at the 1st-year of each level. Exceptions will be made for a long-time assistant coach if and when he/she is asked to take over a varsity program. Situations will be evaluated on a case-by-case basis between the Athletic Director and the administration. Coaches moving from upper-level to lower-level positions will carry their experience with them. Coaching experience is based on in-district coaching experience.
- G. If the Board decides to suspend an activity to which a teacher has been assigned, any and all existing contracts and position selections for the activity will be void.
- H. Three percent (3%) will be paid, per building, per year, for elementary public music performance.

- I. All clubs' trip expenses need to be the sole responsibility of the club. Sponsor's travel cost to State or National competitions (one event per year) to be paid by Board.

**APPENDIX A
NONDISCRIMINATION POLICY
AND
GRIEVANCE PROCEDURES
FOR
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
TITLE IX OF THE EDUCATION AMENDMENT ACT OF 1972
TITLE II OF THE AMERICANS WITH DISABILITY ACT OF 1990
SECTION 504 OF THE REHABILITATION ACT OF 1973
THE AGE DISCRIMINATION ACT OF 1975**

NONDISCRIMINATION POLICY

In compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disability Act of 1990, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, it is the policy of the Kaleva Norman Dickson School District that no person shall, on the basis of race, color, national origin, gender, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination during any program or activity or in employment.

GRIEVANCE PROCEDURES

Section I

Any person believing that the Kaleva Norman Dickson School District, or any part of the school organization, has inadequately applied the principles and/or regulations of 1.) Title VI of the Civil Rights Act of 1964, 2.) Title IX of the Education Amendment Act of 1972, 3.) Title II of the Americans with Disability Act of 1990, 4.) Section 504 of the Rehabilitation Act of 1973, or 5.) the Age Discrimination Act of 1975, may bring forward a complaint, which shall be referred to as a grievance, to the District's Civil Rights Coordinator at the following address: **District Civil Rights Coordinator, Marlen E. Cordes; KND School District; 4400 N Highbridge Rd; PO Box 36; Brethren, MI 49619-0036.**

Section II

The person who believes a valid basis for grievance exists shall discuss the grievance informally and on a verbal basis with the District Civil Rights Coordinator, who shall, in turn, investigate the complaint and reply with an answer to the complainant within five (5) business days. The complainant may then initiate formal procedures according to the following steps:

Step 1

A written statement of the grievance, signed by the complainant, shall be submitted to the District Civil Rights Coordinator within five (5) business days of receipt of answers to the informal complaint. The Coordinator shall further investigate the matters of grievance and reply, in writing, to the complainant within five (5) business days.

Step 2 A complainant wishing to appeal the decision of the District Civil Rights Coordinator may submit a signed statement of appeal to the Superintendent of Schools within five (5) business days of his/her receipt of the Coordinator's response. The Superintendent shall meet with all parties involved, formulate a conclusion, and respond, in writing, to the complainant within ten (10) business days.

Step 3 If unsatisfied, the complainant may appeal through a signed, written statement to the Board of Education within five (5) business days of receiving the Superintendent's response in Step 2. In an attempt to resolve the grievance, the Board of Education shall meet with the concerned parties and their representative within forty (40) days of the receipt of such an appeal. A written copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) days of this meeting.

Step 4 If at this point the grievance has not been satisfactorily settled, further appeal may be made to the Office of Civil Rights, Department of Education Washington, DC 20202.

Inquiries concerning the nondiscriminatory policy may be directed to Director, Office of Civil Rights, Department of Education, Washington DC 20202.

The District's Civil Rights Coordinator, on request, will provide a copy of the district's grievance procedure and investigate all complaints in accordance with this procedure.

A copy of each of the Acts and the regulations on which this notice is based may also be found in the District Civil Rights Coordinator's office.

**APPENDIX B
KND School Calendar
2007 – 2008**

Work Days	Student Days	Week Day		
19	19	T	September 4	First Day of School
23	22	W	October 10	Middle/High School Parent/Teacher Conferences 4-7 PM
		Th	October 11	Middle/High School Parent/Teacher Conferences 1:30-4 PM (Elementary Staff and All Students – ½ day off)
		F	October 12	No School for Students – All day Teacher Inservice
19	18	F	November 2	End of First Marking Period
		W	November 7	Elementary Parent/Teacher Conferences 4-7 PM
		Th	November 8	Elementary Parent/Teacher Conferences 1:30-4 PM (MS/HS Staff and All Student – ½ day off)
		F	November 9	No School for Students – All Day County-Wide Teacher Inservice.
		Th	November 15	No School for Students
		W	November 21	½ Day – All
		Th/F	November 22-23	No School for Students – Thanksgiving Break
15	14	F	December 7	No School for Students – All Day Teacher Inservice
		F	December 21	Last Day Before Christmas Break – School in Session
22	21	W	January 2	School Resumes
		W	January 16	HS Exams (1/2 day for students/full day staff)
		Th	January 17	HS Exams (1/2 day for students/full day staff)
		F	January 18	End of Second Marking Period/1 st Semester – Teacher Records Day
		M	January 21	Second Semester Begins
20	19	M	February 18	No School for Students – President’s Day
		W	February 27	Middle/High School Teacher Conferences 4-7 PM
		Th	February 28	Middle/High School Teacher Conferences 1:30-4 PM (Elementary Staff and All Students – ½ Day)
		F	February 29	No School for Students – All Day Teacher Inservice
		W	March 19	Elementary Parent/Teacher Conferences 4-7 PM
		Th	March 20	Elementary Parent/Teacher Conference 1:30-4 PM (MS/HS Staff and all Students – ½ Day)
18	18	F	March 21	Good Friday – No School
		F	March 28	End of Third Marking Period
		F	March 28	No School for Students – Spring Break Begins
17	17	M	April 7	School Resumes
		F	April 25	No School for Students – Snow day Make-Up
21	20	F	May 2	No School for Students – All Day Teacher Inservice
		F	May 23	Graduation
		M	May 26	Memorial Day – No School
		Th	May 29	HS Exams (1/2 day for students/full day staff)
		F	May 30	HS Exams (1/2 day for students/full day staff)
1	0	T	June 2	Records Day – Teacher’s Last Day
175	168*			

*Daily minutes of instruction will be adjusted in order for the District to meet the State’s mandate of hours & minutes of instruction requirements.

APPENDIX C – SALARY SCHEDULE

2006 – 2007: 0.25% (Unfunded)

2007 – 2008: 2.75%

2008 – 2009: 2.75%

See Attached Schedules

LETTER OF AGREEMENT
Between
Kaleva-Norman-Dickson (KND)
And the Kaleva-Norman Dickson Education Association (KNDEA)

RE: Chinese Immersion Program

1. The Kaleva-Norman-Dickson School District has the opportunity to expand a grant-funded Chinese Immersion Program at Brethren High School.
2. The District will reinstate a foreign language program as part of its curriculum (e.g. Spanish, German, French or other foreign language) not later than the first day of the second marking period. This time limit shall be adjusted, in consultation with the Association, if the District advertises in good faith for a certified and qualified instructor for the foreign language(s) selected by the District and is unable to hire a certified and qualified instructor by this time limit.

The District will advertise for a teacher for the 2007-08 school years, who has the necessary fluency in Mandarin Chinese. The current Chinese teacher will be kept if the District does not receive an applicant who meets the requirements for the position and accepts an offer of employment.

3. The US-China Center/Confucius Institute (CI-MSU) has secured one (1) teacher from China for School Year 2007-08. The District has committed to the program for a period of three years.
4. KNDEA and the District agree that during the three year commitment, this teacher cannot be displaced by other District teachers, provided no other foreign language teacher who is certified and qualified for the Chinese language position is on layoff. The Chinese teacher may be laid off in accordance with the provisions of contract. If the Chinese teacher does not complete his/her commitment, other teachers in the District certified and qualified for the Chinese language classes shall be afforded the right to assume the vacated position.
5. All salary, benefits, and additional assistance will be paid by CI-MSU/US China Center and the teacher will be on the Institute's payroll. KNDEA will be provided with the outline of salary, benefits, and other benefits to be provided to the Chinese teacher. The district agrees the teacher shall be a member of the KNDEA bargaining unit with full rights and protections and that Association's dues shall be paid by the district on behalf of the teacher. KNDEA and the District agree that the total compensation package will not exceed the salary and benefit package of the Kaleva-Norman-Dickson School District for BA/BS teachers on the first step of the pay scale.
6. The Chinese teacher will have an appropriate bachelor's level degree, and will be required to apply and secure approval or emergency certification from the Department of Education based on Paragraph 2 above.

For KND: _____

Date: _____

For KNDEA: _____

Date: _____

