

AGREEMENT

Between

DELTON KELLOGG SCHOOL DISTRICT

And

DELTON KELLOGG

EDUCATION ASSOCIATION/ UBC / MEA / NEA

**2008-2009
School Year**

TABLE OF CONTENTS

I.	RECOGNITION	1
II.	TEACHERS RIGHTS	
A.	Teachers' Hours	1
B.	Teaching Loads and Assignments	2
C.	Teaching Conditions	4
D.	Vacancies and Transfers	6
E.	Promotions	6
F.	Association Responsibilities	7
G.	Protection of Teachers	8
H.	Released Time	9
I.	Least Restrictive Environment	9
III.	ASSOCIATION RIGHTS	9
IV.	SCHOOL MANAGEMENT'S RIGHTS	10
V.	EVALUATION SYSTEM	11
VI.	GRIEVANCE PROCEDURE	12
A.	Purpose	12
B.	Procedure	12
C.	Rights of Teachers to Representation	14
D.	Miscellaneous	14
VII.	COMPENSATION AND BENEFITS	
A.	Compensation	14
B.	Previous Teaching Experience	15
C.	Advancement on Schedule	15
D.	Fringe Benefits	15
E.	Differentials	15

F.	Deductions	15
G.	Tuition Reimbursement	16
VIII.	AUTHORIZED LEAVES	
A.	Allowances	
1.	Sick Leave	16
2.	Business Days	16
3.	Compensatory Hours/Holiday Extension	17
B.	Leaves of Absence	
1.	Leaves of Absence With Pay	17
2.	Leaves of Absence Without Pay	19
3.	Duration of Leave of Absence	21
4.	Return From Leave of Absence	21
C.	Workers' Compensation	21
IX.	LAYOFFS	22
X.	MISCELLANEOUS PROVISIONS	24
XI.	DURATION OF AGREEMENT	26
	APPENDIX A CALENDAR	27
	SCHEDULE A BASIC COMPENSATION	29
	SCHEDULE B FRINGE BENEFITS	31
	SCHEDULE C DIFFERENTIALS	33

COLLECTIVE BARGAINING AGREEMENT

This Agreement is made as of the date hereinafter set forth by and between Delton Kellogg Schools, Counties of Barry and Allegan, acting by and through its Board of Education (hereafter the "School" or "Board") and the Unified Bargaining Council, MEA/NEA (hereafter the "Association").

PREAMBLE

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employees Relations Act as amended ("Act") to bargain with the Association as representative of its teaching personnel in respect to rates of pay, wages, hours of employment or other conditions of employment.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements herein contained, it is agreed as follows:

WITNESSETH:

ARTICLE I – RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of the Act, for all certificated personnel under contract, excluding supervisory personnel.
- B. The Board agrees not to negotiate with any teachers' organizations other than the Association for the duration of this Agreement.
- C. The Association hereby designates the Delton Kellogg Education Association (hereafter "DKEA") as its local agent for purposes of contract administration.

ARTICLE II- TEACHERS' RIGHTS

A. Teachers' Hours

- 1. The teachers' normal teaching hours in the Elementary, Middle and High Schools shall be as follows:

K	-	7:50 a.m. - 3:30 p.m.
1-8	-	7:50 a.m. - 3:30 p.m.
9-12	-	7:50 a.m. - 3:30 p.m.

If provisions of the Revised School Code or the State School Aid Act requires increased hours, the parties agree to comply by extending teacher/student instructional time.

- 2. Teachers' meetings will be held once weekly, commencing one (1) hour prior to the regular teaching day. The meeting will be called at the discretion of the building principal. When necessary, a special meeting in place of the regular meeting may be called by the Superintendent with the approval of the Association President.

3. Dismissal time during inclement weather will be after bus departure.

B. Teaching Loads and Assignments

1. Mentor Teacher

- a. A Mentor Teacher shall be defined as a master teacher as identified in section 1526 of the Revised 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.
- b. 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.
- c. A Mentor Teacher shall be assigned in accordance with the following:
 - (1) The Mentor Teacher shall be a tenured member of the bargaining unit.
 - (2) Participation as a Mentor Teacher shall be voluntary.
 - (3) The District shall immediately notify the Association of those members requiring a mentor assignment or of any affected member whose classroom assignment has changed.
 - (4) The Association shall notify the Administration when a Mentor Teacher is matched with a bargaining unit member (Mentee). The assignment of the Mentor Teacher shall be finalized by the Administration within twenty (20) work days after the notification.
 - (5) Every effort will be made to match Mentor teachers and Mentees who work in the same building and have the same area of certification.
 - (6) A mentor teacher shall be assigned one (1) mentee. In extenuating circumstances the Administration and Association shall collaboratively agree to assigning a second mentee.
 - (7) The Mentor Teacher assignment shall be for one (1) year subject to review by the Mentor Teacher and Mentee after two (2) months. The appointment may be renewed in succeeding years.
- d. 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.

- e. During the first semester of employment, the Mentor Teacher will meet with the Mentee for a maximum of one and one-half (1 1/2) hours bi-monthly. For each semester following, the meeting time will not exceed one and one-half (1 1/2) hours monthly. Meeting time, whenever possible, should be scheduled before or after the regular school day.
 - f. Mentees shall be provided with a minimum of fifteen (15) days of professional development induction during their first three (3) years of classroom teaching. Professional development shall be scheduled within the parameters of the regular work day and work year.
 - g. Topics to be discussed between the Mentor Teacher and Mentee shall include:
 - (1) First Semester . . .
 - (a) Contract overview
 - (b) Insurance and other beginning year forms
 - (c) Teacher's Handbook, Student Handbook
 - (d) Effective teaching strategies
 - (e) Effective classroom management strategies
 - (2) Each of the following semesters will be used to revisit items of need.
 - h. Mentor teachers shall receive a stipend of twenty-one dollars and fifty cents (\$21.50) per hour for their service according to Schedule C.
2. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not normally be assigned outside the scope of their teaching certificates and their qualifications.
 3. Each middle and high school teacher's schedule shall include one (1) class period daily for conference and/or preparation and planning.
 4. Each teacher shall be notified in writing of his/her intended assignment for the ensuing school year no later than the preceding first day of June, provided that such teacher has notified the Board in writing of his/her intention to return for the next school year prior to May 15. In the event that changes in such teaching assignment are necessary after that date, those teachers affected will be notified in writing at least one (1) week in advance of such reassignment, including the reasons therefore, and will be given the opportunity to order the necessary teaching supplies.
 5. Class Size - It is recognized by the School that the pupil-teacher ratio is an important aspect of an effective educational program. Accordingly, the Board and the Association agree to the following class size maximums:

- | | | |
|----|--------------------------|--|
| a. | <u>Elementary</u> | |
| | Developmental K/1 | 18 |
| | K-1 | 24 |
| | 2-3 | 25 |
| | 4-6 | 26 |
| | Split Classes | Three less than the guidelines (listed herein) |
| | Special Education | State Maximums |
| | Phys. Ed and Music | 32 |
| | Art and Computers | 26 |
| b. | <u>Secondary</u> | |
| | General | 30 |
| | Computers | equal to number of work stations |
| | Industrial Arts | 25 |
| | Drafting/Life Management | 27 |
| | Art | 28 |
| | Phys. Ed. | 40 |

If the enrollment in an individual class exceeds the above stated maximums by more than two (2) students on or after the second Friday, the affected teacher(s) and Association President or his/her designee shall consult with the building principal and mutually agree to one of the following options; namely:

- (1) Waiver of the applicable guideline in writing,
 - (2) Appointment of additional staff,
 - (3) Payment of a premium for each student above the stated maximums in the amount of one hundred seventy-five dollars (\$175) per semester at the elementary level (K-6) and seventy-five dollars (\$75) per semester at the secondary level prorated per day, or
 - (4) Some other mutually acceptable resolution.
6. All teachers will be required to participate in and attend parent-teacher conferences/in-service and there will be no extra pay. However, in no instance shall the schedule for the two (2) days exceed the normal total hours for two (2) days of regular instruction.

C. Teaching Conditions

1. The School recognizes that appropriate supplies and equipment are tools of the teaching profession which the School agrees to supply within the means of the budget. Teachers, either individually or committees, will be given the opportunity to make recommendations through administratively established procedures. The Association recognizes the right of the School to make all final decisions upon such recommendations.
2. The following legal holidays shall be observed and school will be closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day.
3. The school improvement process is a cooperative endeavor and shall be a mutual partnership between the Association and the Board.

4. On days when road or weather conditions are such that buses do not operate, teachers will not be required to report to school.
5. All teachers shall be entitled to a duty-free uninterrupted lunch period of thirty (30) minutes. This duty-free lunch period is subject to emergencies or problems connected with inclement weather.
6. A teacher regularly assigned as an elementary teacher shall have on the average for each full school week during each marking period two hundred fifty (250) minutes of planning/conference time. Except as the professional responsibilities of a teacher may temporarily otherwise require, teacher shall receive not less than a twenty-five (25) minute block of such planning/conference time each school day.
7. When an elementary teacher(s) assumes the duties of a peer as well as his/her normal duties, one of the following options shall be implemented:
 - Option 1 If a teacher takes an entire class in addition to his/her class for any time longer than fifty (50) minutes, he/she will be compensated at twenty-eight dollars (\$28.00) an hour. Along with the compensation the teacher will also have a teaching assistant with them.
 - Option 2 If a class of students is split between team members or grade level teachers, the compensation of twenty-eight dollars (\$28.00) per hour shall be divided among the teachers receiving the students. Example: If two (2) teachers split a class, each would get fourteen dollars (\$14.00) an hour; if three (3) teachers split a class, each teacher would get nine dollars and thirty-three cents (\$9.33) an hour; if four (4) teachers split a class, each would get seven dollars (\$7.00) an hour.
 - Option 3 If a teacher takes a class for any time longer than fifty (50) minutes he/she may choose to accumulate comp time.
8. Parking facilities will be provided for the teachers during school hours.
9. The school calendar with legal holidays and vacation periods will be as listed in the Appendix. No deviations from this agreed schedule shall be made unless accepted by the Association and the Board. The Board, after consultation with the Association, may modify or extend the School Calendar in order to comply with membership day or other requirements imposed by State law or regulations.
10. The Board will not discriminate against any teacher with regard to wages, hours, and other terms and conditions of employment, by reason of such teacher's membership in any recognized political party, or by reason of any teacher's choice not to become a member of any recognized political party. Additionally, the School will not discriminate against any teacher with regard to wages, hours and other terms and conditions of employment by reason of the teacher's membership in any religious organization, or by reason of the teacher's lack of membership in any religious organization. The Association agrees that its members will not seek to advance any political cause in the classrooms and that its members will abide by the constitutional requirements with regard to the

teaching of the religious beliefs of any particular religious sect in the school classrooms. The Association further agrees that its members will not participate in any activity which would be a violation of the conflict of interest statutes of the State of Michigan.

11. The School agrees that it will not discriminate against any teacher with regard to wages, hours, and other terms and conditions of employment by reason of such teacher's membership in the Association, or lack thereof, or by reason of any teacher's race, creed, religion, or lack thereof, color, national origin, age, sex, or marital status. The Association agrees that it will not discriminate with regard to its representation of the teachers by reason of such teacher's race, creed, religion, or the lack thereof, color, national origin, age, sex or marital status. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. All information forming the basis for disciplinary action will be made available to the teacher.
12. The number of student days during the 2008-2009 school year shall be 172 and the number of teacher days shall be 178. New teacher hires will be required to attend two (2) additional work days for orientation/training and teachers who have just completed one (1) year of employment will be required to attend one (1) additional day of training scheduled during the week before the first day of school for students.
13. In recognition of one (1) additional day of professional development all teachers in attendance shall receive one (1) day compensatory time. In the 2008-2009 school year, only 2 days of professional development will take place at the beginning of the school year, therefore a compensatory day will not take place.

D. Vacancies and Transfers

1. The School shall give notice of all professional vacancies not less than five (5) calendar days prior to permanently filling any such vacancy during the school year and seven (7) calendar days notice during the summer months. During the school year a notice shall be posted in each building. Between school years, a written notice shall be sent to the Association President or his/her designee. A vacancy is defined as a new bargaining unit position or an opening created by the resignation, retirement, transfer, or termination of a bargaining unit member.
2. A teacher may apply for any position at any time and shall be given an interview. Such application should be in writing and addressed to the Superintendent of Schools. An applicant with less seniority in the system shall not be awarded such position unless his/her qualification shall be substantially superior to applicants with greater seniority. The qualifications in such instance shall be as minimally defined in Article 9.

E. Promotions

1. The Board subscribes to the policy of promotion from within the present staff but reserves the right to go outside of the present staff.
2. Any teacher who shall be promoted to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he/she

may have had under this Agreement prior to such promotion to supervisory or executive status.

F. Association Responsibilities

1. Strikes and Sanctions

a. During the term of this Agreement neither the Association nor any persons acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of a teacher from his/her position, or stoppage of work, or abstinence in whole or in part, from the full, faithful and proper performance of the teacher duties of employment) or the imposing of sanctions for any purpose whatsoever against this District.

b. Reprisals

(1) The Association will not support the action of any teacher taken in violation of this Article, nor will it directly or indirectly take reprisals of any kind against a teacher who continues or attempts to continue the full, faithful and proper performance of his/her contractual duties or who refuses to participate in any of the activities prohibited by this Article.

(2) The Association agrees that it will neither take nor threaten to take any reprisals, directly or indirectly, against any supervisory or executive officials because of any decisions, actions or statements made either personally or in the course of their official duty relative to collective bargaining. The Association further agrees that it will neither take nor threaten to take any reprisals against the Board, or any member thereof, by reason of any decisions, actions or statements made by them either personally or in the course of their official duty relative to collective bargaining.

(3) It is expressly understood that this Section F., 1., b., will not be construed as in any way restricting the right of the Association to take any lawful action or exert any lawful pressure in connection with negotiations for future professional negotiation agreements.

c. Violation

(1) Violation of Section F. 1., a. of this Article by any teacher or group of teachers will constitute just cause for discharge and/or the imposition of discipline or penalties.

(2) The Board, in the event of violation of this Article, will have the right, in addition to the foregoing and any other remedies available at law, to seek injunctive relief and damages against the Association; provided, however, that if the Association promptly disclaims, in writing, to the Board and publicly, responsibility for any activity prohibited hereby, and publicly orders the teachers back to work, it will not be liable in any way therefore.

- d. Nothing contained in this Article will be construed as a waiver of any rights the Association or its members may have under the Act which are otherwise provided by law.

G. Protection of Teachers

1. Any case of alleged assault upon a teacher which had its inception in a school centered problem will be promptly reported to the Board or its designated representative. If the alleged assault was by a pupil, it will be promptly investigated by the principal or his/her designated representative. This person and the Superintendent shall determine a suitable punishment for the assaulting pupil(s). This decision will be communicated to the teacher concerned.
2. If the assault is by an adult person, who is not a pupil, the School will promptly report the incident to the proper law enforcement authorities providing there is a signed complaint by the person(s) assaulted.
3. The Board shall furnish legal counsel to a teacher if such teacher is assaulted in the discharge of his/her professional duties, provided that the teacher shall have promptly reported any such assault to the administration, and provided further, that the teacher has first exhausted any insurance which provides for same.
4. During the term of the Agreement the School will include all teachers as named insured's under its Liability insurance policy. The Association shall have the right to review the terms of the policy in order to ascertain that the provisions of this Section have been implemented. The face amount of the policy shall not be less than set forth in the 1985-87 Agreement.
5. Whenever a teacher is absent from school as a result of personal injury caused by an assault arising out of and in the course of his/her employment, he/she will be paid his/her full salary (less the amount of any workers' compensation made for temporary disability due to said injury) for the period of such absence not to exceed ten (10) school months, and no part of such absence will be charged to his/her annual or accumulated sick leave. The Board agrees that these differential payments are not to be utilized as an offset pursuant to Section 354 of the Workers' Compensation Act against any workers' compensation benefits due a teacher. The Board may, at its option, request a confirming statement from a medical doctor relative to the duration of such absence from the teaching assignment. As soon as such teacher is physically able to return to work, he/she shall be restored to his/her previous position providing such position is still in existence. In that event, by mutual agreement, the teacher shall be returned to a like or similar position. The provisions of this Article may not apply if the teacher(s) is adjudged guilty by a court of competent jurisdiction.
6. If, as a result of an assault arising out of and in the course of his/her employment, a teacher suffers damage or destruction of clothing and glasses, the School or its workers' compensation carrier will reimburse the teacher for such loss. Such reimbursement by the School will cover all such costs except those covered by insurance.

7. Classroom control is the basic responsibility of the classroom teacher. The Board will continue to accept its responsibility to give aid and support to the teachers through the appropriate administrators.
 8. Any pupil who is determined by the administration, after consultation with appropriate qualified professional people, to be incapable of adjusting to the regular classroom will be removed from such regular classroom.
- H. Released Time
One (1) school period a month of released time may be devoted to professional study, curriculum meetings, and/or professional in-service training as proposed by the Department Head Committee with the approval of the Superintendent.
- I. Least Restrictive Environment
Whenever prospective planning activities relating to the implementation of the Least Restrictive Environment (LRE) concept throughout the Intermediate School District occur, the Board shall ensure that the Association shall be a full participant in any planning process involving the District as well as in the formulation and presentation of the Board's position as a part of any such planning activities involving the Intermediate School District.

Such participation shall neither expressly nor by implication be deemed to be a waiver of the Association's right to bargain any working condition in accordance with its responsibilities pursuant to the Public Employment Relations Act, as amended.

ARTICLE III- ASSOCIATION RIGHTS

- A. The Association and its representatives shall be able to use school building facilities and equipment at all reasonable hours for meetings provided that such meetings shall not interfere with the regular educational programs of the schools. This use of the facilities shall be without charge in accordance with the school policy for the use of school facilities as it shall exist from time to time. Damage to any equipment used will be paid for by the Association. The Association may purchase materials from the school at cost. Internal school mail service shall be granted to the Association, provided that communication through the mail service shall clearly identify the person or persons responsible for same.
- B. The Association shall have the exclusive right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building.
- C. Duly authorized representatives of the Association, including the MEA UniServ Director, shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- D. At the beginning of each school year, the Association shall be credited with ten (10) days to be used by teachers who are officers or agents of the Association. Use of such days is at the discretion of the Association. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of use.

ARTICLE IV- SCHOOL MANAGEMENT'S RIGHTS

- A. The determination and administration of educational policy, the operation of the schools, and the direction of the professional staff are vested exclusively in the Board or in the Superintendent when so delegated by the Board, except as expressly provided otherwise by the terms of this Agreement.

- B.
 - 1. It will be the intent and practice of the School to encourage the staff to actively participate in and cooperate with the District School Improvement Team concerning instructional and curricular matters. The Committee will refer and recommend their decisions to the Board for its consideration.

 - 2. The Association recognizes certain rights and responsibilities as belonging ultimately to the School, its Board of Education and administration. Those rights include the right to hire; to direct the teaching force; to determine the number of teachers who shall be employed by the School; to determine the qualifications necessary for promotion or demotion or transfer or reassignment of teachers; to discipline, suspend, demote and discharge teachers for cause in accord with this contract and Michigan laws; to require teachers to observe the School rules and regulations; to determine the number and location of school buildings, the type of such buildings, and the cost of such buildings; to establish the grade system to be used within the School; the qualifications necessary for the students to advance from grade to grade and to graduate; to determine the curriculum to be taught in the school together with text books or other materials which may be used in the educational processes; to determine the scheduling of classes, the hours of instruction, all other rules and regulations with regard to the conduct of pupils whether on or off school premises insofar as the School deems it necessary and appropriate; administration and supervision of the educational program and the conduct of the program of public relations will be vested with the School; and any and all powers and authorities granted to the School by the legislature of this State, the Constitution of this State, or by the Congress of the United States, or the Constitution of the United States.

- C. The School may adopt reasonable rules and regulations not in conflict with the terms of this Agreement.

- D. The disciplining of teachers shall be subject to the grievance procedure herein set forth; provided, however, that the decision of the Board to grant additional probation or to terminate the contract of a probationary teacher shall not be subject to the grievance procedure.

- E. In the event of a school merger, annexation, or other change in constituents of the School, any right or privilege afforded any teacher by this Agreement, not to exceed the remainder of the current school year, shall not be abrogated by such change in the school composition.

- F. Individual teachers shall implement, as required, performance goals and objectives in connection with their teaching assignments and the educational needs of their students as determined by the School and by the State of Michigan.

ARTICLE V- EVALUATION SYSTEM

- A. The work performance of all teachers shall be evaluated in writing. The criteria to be used in teacher evaluation shall be provided by the administration at the beginning of each year. However, evaluations shall not be based on an instructional model that is not designed to be used for teacher evaluation.
- B. Evaluations will be conducted by the Administration.
- C. Each formal classroom observation shall be made for a minimum of thirty (30) minutes.
- D. A copy of the written evaluation shall be submitted to the teacher at a personal conference which shall take place within ten (10) school days following the formal classroom observation. The personal conference shall not be a part of the formal classroom observation. Any teacher may submit a statement explaining his/her position if there is a disagreement with the evaluation, and the statement must be included whenever the evaluation is divulged to a third party.
- E. No later than April 1 of each school year, a written report will be furnished to the Superintendent on each probationary teacher. A copy will be furnished to the teacher. The teacher will have the opportunity to submit, within ten (10) school days thereafter, in writing and signed, additional information to the Superintendent. In the event a probationary teacher is not to be continued in employment, the Board will advise the teacher of the reasons therefore in writing. Within ten (10) school days there after, the teacher may request, in writing, a hearing from the Board.
- F.
 - 1. Each teacher shall have the right upon request to review the contents of his/her own personnel files maintained at the individual's school or at the Administration Building. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The review must be made in the presence of the Administrator responsible for the safekeeping of these files. Privileged information as defined by law is specifically exempted from review. The Administrator shall, in the presence of the teacher's authorized representative, remove these credentials and confidential reports from this file prior to a review of the file by the teacher.
 - 2. All written reports, commendations, complaints, evaluations and reprimands placed in the teacher's personnel file shall be brought to the attention of the teacher and shall bear the name or names of the individuals making such report.
 - 3. The Board will assume responsibility for the review of information in personnel files before releasing any material and will not transmit to a third party any disciplinary reports, letters of reprimand or other records of disciplinary action which are more than four (4) years old, except when ordered to do so in a legal action or arbitration, and except to other Michigan school districts when required as part of employee background checks for unprofessional conduct.
- G. All observations of the work performance of a teacher shall be conducted openly.

ARTICLE VI- GRIEVANCE PROCEDURE

A. Purpose

1. The sole remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder will be pursuant to the grievance procedure. However, nothing contained herein will deprive any teacher of any legal right which he/she presently has, provided that if a teacher elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.
2. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Except that it shall not cover discharge, demotion or suspension of a teacher by the School if such teacher had, at the time thereof, a method of testing the validity of such discharge, demotion or suspension pursuant to the provisions of the act commonly known as the "Teacher Tenure Act" or any amendment or successor thereto. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
3. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given opportunity to be present at such adjustment if requested by the aggrieved or the School. The Association shall be notified of the disposition of the grievance in writing at and after Level Two of the grievance procedure.

B. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. Days shall mean working days when school is in session. The number of days indicated shall exclude Saturdays, Sundays, and Holidays. During summer vacation the individual shall have ten (10) week days, excluding holidays, to initiate the grievance. If appropriate action is not taken within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limits specified may, however, may be extended by mutual agreement.

1. Level One

Any aggrieved person with a complaint shall confer with his/her immediate supervisor or principal, individually, together with or through his/her Association representative. This informal conference, shall take place within a maximum of five (5) school days following the occurrence of the complaint. A decision of the supervisor or principal shall be given within five (5) days following the conference. Either party may request the decision in writing. Should the aggrieved person not be satisfied with the results of the informal conference, he/she shall within five (5) days file a written grievance with the immediate supervisor or building principal. A written decision of the supervisor or principal shall be given within five (5) days.

2. Level Two

If the aggrieved is not satisfied with the disposition of his/her complaint at Level One, he/she may file, within five (5) days, the complaint in writing with the Superintendent or his/her representative. The Superintendent, or his/her representative, shall meet within five (5) days thereafter with the aggrieved and the Association representative. Within five (5) days of that meeting the Superintendent, or his/her representative, shall reduce his/her decision to writing and deliver the same to the individual and to the Association.

3. Level Three

If the aggrieved is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within five (5) days after he/she has first met with the Superintendent, he/she may file the grievance in writing with the President of the Association within ten (10) days after he/she first met with the Superintendent. Within five (5) days after receiving the written grievance, the President of the Association will refer it in writing to the School Board. Within ten (10) days after receiving the written grievance, a committee of the Board will meet with the aggrieved person for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Three will, however, be rendered by the Board at a special or regular board meeting.

4. Level Four

- a. If the aggrieved is not satisfied with the disposition of his/her grievance at previous levels, or if no decision has been rendered within ten (10) days after he/she has first met with the Board Committee, he/she may, within five (5) days after a decision by the Board or fifteen (15) days after he/she has first met with the Board Committee, whichever is sooner, request in writing to the President of the Association to submit the grievance to arbitration. If the Association determines that the grievance is meritorious and that it arises from the language of this Agreement or an alleged breach thereof and that submitting it to arbitration is in the best interests of the Delton Kellogg School System, it may, by written notice to the School, submit the grievance to arbitration within fifteen (15) days after receipt of a request by the aggrieved person. If not so delivered within fifteen (15) days, the grievance shall be deemed abandoned. Grievances which do not arise from the language of this Agreement may be processed through Level Three but will not be arbitrable.
- b. Within ten (10) days after such written notice of submission to arbitration, the Board Committee and the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions of the issues submitted. The arbitrator shall have no power to alter, modify, add to, or subtract from

the provisions of this Agreement. His/Her authority shall be limited to deciding whether a specific Article and Section of the Agreement has been violated. The arbitrator shall not usurp the functions of the Board of Education or the proper exercise of its judgment and discretion under law and this Agreement. The decision of the arbitrator, if within the scope of his/her authority as above set forth, shall be final and binding.

- d. The costs for the services of the arbitrator including per diem expenses, if any, and actual and necessary travel and subsistence expenses will be borne equally by the School and the Association.

C. Rights of Teachers to Representation

1. No reprisal of any kind will be taken by either party against any school representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
2. Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing, except he/she may not be represented by a representative or by an officer of any teacher organization other than the Association and its affiliates.

D. Miscellaneous

1. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
2. In the course of investigation of any grievance, representatives of the Association will report to the principal of the building being visited and state the purpose of the visit immediately upon arrival.
3. It shall be the general practice of all parties in interest to process grievance procedures during times which do not interfere with assigned duties. However, in the event it is agreed by the School to hold proceedings during regular working 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.
4. Any grievance to be valid must be filed within the five (5) day period from the time the individual became aware of the event causing the grievance. Any pay adjustment allowed will not be retroactive beyond the current school year in which the grievance is filed.

ARTICLE VII- COMPENSATION AND BENEFITS

A. Compensation

1. The basic compensation of each teacher shall be as set forth on Schedule "A".
2. A teacher who is directed by the principal to use a planning conference period to serve as a substitute for another teacher shall be compensated at a rate of one-fifth (1/5) of the B.A. base daily rate of pay or compensatory time which can be

accumulated to a maximum of two and one-half (2 1/2) days at the teacher's option. Compensatory time shall not be used adjacent to sick leave days, except with the prior consent of the Superintendent. Compensatory time shall not be used adjacent to holiday or vacation periods except as is allowed under Article 8 Paragraph A (3). No more than two (2) days of compensatory time and personal business days may be used in combination, without the permission of the Superintendent.

3. A teacher requested to work in excess of the number of days set forth in the School Calendar shall be entitled to a prorated increase in compensation.
4. In the event a teacher teaches a fifth assignment in the high school and does not have a planning period, the additional compensation shall be 16.5% of that teacher's base pay per year. It is 5.5% per trimester. The extra assignment would be voluntary.

B. Previous Teaching Experience

1. The Board will recognize the highest degree level accomplished, and may grant experience credit for prior certified teaching experience.
2. Those teachers teaching one (1) full semester but less than a full year will receive credit for one-half (1/2) year.
3. Any teacher required by the State Department of Education to have work related experience as a condition of certification may receive credit for such experience on the salary schedule. Such credit on the salary schedule shall not exceed three (3) years.

C. Advancement on Schedule

Degrees and/or fifteen (15) and thirty (30) hour blocks of hours beyond degrees secured prior to August 31 shall become effective at the beginning of the school year in September. If secured after August 31 and prior to January 20, credit shall be given on the salary schedule effective with the beginning of the second semester. Teachers shall be responsible for providing proof of degree and, or transcript before prorated payment is made.

D. Fringe Benefits

The Board shall provide fringe benefits as set forth in Schedule B.

E. Differentials

The Board shall provide differentials as set forth in Schedule C.

F. Deductions

Teachers desiring payroll deductions for credit union, money-saver plan, annuities, United Way, insurance, scholarship, etc., must within thirty (30) days of their employment sign and deliver to the School an assignment authorizing such deductions. Such sums will be deducted from the teacher's remaining pay periods during the then current school year.

G. Tuition Reimbursement

The district shall reimburse members of the bargaining unit for classes that will be applicable to the member's further certification, technology, or completion of "highly qualified" criteria," pursuant to NCLB, 20 USC 6301 et seq. Each member will be paid seventy five dollars (\$75.00) per credit hour for classes successfully completed. Each member shall have the approval of the superintendent or his/her designee prior to the first day of the class. Members must request reimbursement within 60 days of receipt of grades. The member must minimally receive a 3.0 grade for all course work and must report the successful completion of the class to the district accompanied by a transcript or grade form.

ARTICLE VIII- AUTHORIZED LEAVES

A. Allowances

1. Sick Leave

There shall be an allowance of ten (10) days per year for sick leave which shall be added, after the first day (but not including the first day) of actual work on this contract. Each teacher shall be entitled to an accumulation for the unused portion of each year's sick leave up to a maximum of one hundred eighty (180) days. Each teacher who has accumulated one hundred eighty (180) days shall be paid twenty dollars (\$20) for each unused sick day above the one hundred eighty (180) day accumulation at the end of each school year. The amount of unused sick leave shall be certified to the teacher within thirty (30) days after the beginning of each work year. The number of days, as furnished by the Board, shall be conclusively deemed to be accurate unless the teacher informs the Board of any error within fifteen (15) calendar days after receipt of such certification. If the first year of employment is terminated prior to the end of the school year, sick leave use will be allowable at a ratio of one (1) sick leave day for every month employed.

2. Business Days

There shall be an allowance of four (4) half-days for personal business. Advance notice in writing, at least one (1) full day, shall be given the Administration in requesting a half-day(s) for personal business. With prior notification, holiday and vacation provisions may be waived in case of emergency. No more than ten percent (10%) of the total staff shall be absent for personal business on a given day. If leaves are to be canceled because more than ten percent (10%) of total staff have given notice, cancellations shall be in reverse order of receipt. Up to four (4) full personal business days can be accrued and will roll over from year to year. Unused business days, in excess of four (4), shall be added to the accumulated sick days annually.

The sick leave and business day leave allowances for teachers hired after the beginning of the regular school year shall be reduced prorated.

3. Compensatory Hours/Holiday Extension

- a. A maximum of two (2) days of accumulated compensatory hours/personal business will be allowed for use without consideration of holiday language in the Agreement, for the following holidays: Thanksgiving, Christmas, Spring Break and Memorial Day. Compensatory time/personal business must be used in one-half (1/2) day increments.
- b. A maximum of ten (10) staff members may receive holiday extensions under this Agreement.
- c. A teacher will submit a written request to his/her Association Representative no later than six (6) months prior to the scheduled vacation he/she wishes to extend. If both spouses are employees of Delton Kellogg School District, they may submit their names together. The request shall indicate the number of days requested as well as the desire for the planned usage. A lottery pick will be conducted by the Association leadership to determine who receives the extensions. Requests can not be rescinded after the six (6) month prior date. If a teacher is chosen and he/she later decides not to use the extension, there will not be any replacements chosen, and that individual will move to a low priority status the following year. In addition, any teacher selected for Christmas or Spring Break extensions will receive low priority status for each of those following vacations.
- d. Those individuals selected for a holiday extension will be given a low priority status for the same holiday the following year. In the event that ten (10) members of the teaching staff request an extension the following year, the previous years' recipients will not be included in that lottery.
- e. If ten (10) members of the teaching staff do not apply for any given extension, requests may be submitted up to thirty (30) days prior to the desired holiday for the remaining positions. No additional requests will be considered after the thirty (30) day deadline. Selection under this scenario will be awarded on a first come first served basis.

B. Leaves of Absence

Two types of leaves of absence may be granted by the Board—namely, leaves with pay and leaves without pay.

1. Leaves of Absence With Pay

- a. CHARGEABLE against the teacher's allowance:

(1) Sick Leave

- (a) Sick leave shall be construed, herein, as absence from work due to the illness of the employee and includes teacher emergency dental and doctor appointments and medical disability due to child birth.

- (b) No sick leave allowance shall be granted to any employee for any period of time when he/she is on approved leave of absence for which pay is not granted by the Board.
- (c) Sick leave shall become effective after, but not including, the first full day of actual work on the contract; provided, that a returning teacher who is absent due to personal illness at the time the contractual year begins shall receive such sick leave up to his/her prior accumulated sick leave at regular pay periods during his illness; and provided further, that newly hired and returning teachers who are absent due to personal illness at the time their contract begins shall receive sick leave pay up to ten (10) days which will be included in their first full pay check after they report for work.
- (d) Sick leave days may be used or charged on a one-half (1/2) day basis. However, a portion of a half-day will be charged as an entire half-day of leave.
- (e) Verification, by statements from doctors or dentists, of illness or use of sick day leaves for appointments may be requested by the administration before payment for sick leave is allowed.

(2) Illness or Accident in the Immediate Family

- (a) An employee may take up to five (5) days per year of sick leave without loss of pay for illness or disabling accident in the immediate family of the employee.
- (b) "Immediate family" as used in this provision shall refer to the employee's spouse, children, parents, and grandparents.

b. Leaves of absence with pay NOT CHARGEABLE against the teacher's allowance shall be granted for the following reasons:

- (1) A leave of absence may be granted a teacher called for jury service. The School shall pay an amount equal to the difference between the teacher's daily salary and the daily jury fee paid by the court (not including travel allowances or reimbursement of expenses) for each day on which he/she otherwise would have been scheduled to work provided the School is notified promptly of pending jury duty and the School retains the right to request that the teacher be excused from jury duty. The teacher shall return to his/her duties whenever his/her attendance in court is not actually required.
- (2) Court appearance as a witness when a school district is a plaintiff or defendant or when subpoenaed in any case connected with the teacher's employment. Additional time may be taken to attend other depositions using personal or compensatory time up to a maximum of four (4) days per year.

- (3) Approved visitation at other schools or for attending education conferences or conventions as requested by the School.
- (4) Time necessary to take the selective service physical examination.
- (5) Up to a maximum of four (4) days leave without loss of pay may be allowed on the occasion of a death of a spouse or child; three (3) day leave on the occasion of a death of a father, mother, step-children, or like in-laws; two (2) days leave on the occasion of the death of a grandparent, brother, sister, or like in-laws. One (1) day may be added if the individual lived out of state. Additional time, charged against sick leave, may be requested of the Superintendent.
- (6) A teacher who has completed seven (7) years of teaching in Delton Kellogg Schools may be granted a sabbatical leave of absence for one (1) semester or for one (1) year for the purpose of study to improve the teacher's ability to teach. During said sabbatical leave, the teacher shall be considered to be in the employ of Delton Kellogg Schools, shall have a contract, and shall be paid one-half (1/2) of his/her full salary and insurance benefits. While on sabbatical leave, seniority shall accrue. Upon return from leave, the teacher shall be assigned and placed on the salary schedule as the teacher would have been had he/she taught in the District during the sabbatical period. A teacher who is granted a sabbatical leave further agrees to return to the Delton Kellogg Schools for two (2) years following such leave. A teacher, who has taken such leave and does not comply with the above, shall reimburse all costs to the School during such leave.

2. Leaves of Absence Without Pay

Any teacher who is working under contract with the Delton Kellogg Schools, upon written application to the Superintendent of Schools, may request a leave of absence without pay. No leave of absence will be granted without the approval of the Board of Education. Leave of absence may be granted for the following reasons:

a. Health Care Leaves

- (1) Health care leaves may be requested for up to one (1) year for the employees own illness, for an employee to care for a spouse, or a parent, or for the purpose of child rearing.

Requests for leaves of absence for ill health must be accompanied by a statement from the attending physician recommending that the employee be granted such leave of absence. A request for return from leave because of ill health must be accompanied by a physician's statement indicating that the employee has been examined by the physician and that he/she is able to resume his/her regular duties with the Board of Education.

The School reserves the right to require the employee to be examined by a doctor of the School's choice. In the event the employee's and

the School's respective doctors disagree, the doctors will select a third doctor for final determination of the employee's fitness to return to work. Up to twelve (12) weeks may be covered under FMLA.

- (2) An eligible employee may take a Family Medical Leave Act (FMLA) Leave up to twelve (12) weeks during any twelve (12) month period for one or more of the following reasons:
 1. The birth of a child, and to care for the newborn child;
 2. The placement of a child with the employee through adoption or foster care, and to care for the child;
 3. To care for the employee's spouse, son, daughter, or parent with a serious health condition; and
 4. Because a serious health condition makes the employee unable to perform one (1) or more of the essential functions of his or her job.

Leave under FMLA includes up to twelve (12) weeks for the same eligible occurrence (above), and includes the time for the same occurrence for which the employee is covered by sick leave under this Agreement.

Under FMLA leave, the employee's insurance benefits will continue to be paid by the employer.

- (3) **Illness in Immediate Family** - Members of the employee's immediate family shall be defined as the employee's spouse, children, parents, and grandparents. No sick leave time may be used during such a leave. Up to twelve (12) weeks may be covered under FMLA if the illness is a spouse, child, or parent.
 - (4) **Child Care Leave** - A leave of absence shall be granted a teacher for the purpose of, child rearing, or child adoption. The teacher shall notify the Superintendent, in writing, of the desire to take such a leave. The letter requesting the leave shall also include the date of expected return and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which the leave is to begin. The physician's or adoption agency's statement shall be included with the leave request. Up to twelve (12) weeks may be covered under FMLA.
- b. Military Leave - All employees shall be granted a leave of absence without pay for the purpose of enlistment, conscription, or recall to active service in the military forces of the United States. Experience credit on the salary schedule shall continue to accrue during the leave for military service as required by law.

- c. Advanced or Additional Study - A teacher may be granted a leave of absence without pay for the purpose of study to meet eligibility requirements for an educational certificate other than that held by the teacher.
- d. Public Office - A teacher may be granted a leave of absence without pay for the purpose of campaigning for a public office. This leave shall be for a period of not more nor less than one (1) year.
- e. Association Office - A teacher may be granted a leave of absence without pay for the purpose of serving and performing his/her elected duties as an elected officer in the local, state, or national association. Such leave is to be for the term of office.
- f. Job Saving - The Board agrees to grant a leave of absence to any teacher who applies, providing such leave will prevent another teacher from being laid off.

3. Duration of Leave of Absence

- a. Leaves of absence may be requested and may be granted for a period of time not to exceed one (1) year and such leaves are to be applied for at least thirty (30) days prior to the date on which the leave is to begin, except in case of emergency. Extension of a leave for one (1) additional school year may be granted in unusual circumstances by the Board of Education upon written request by the employee not later than two (2) months prior to the termination date of the original leave.
- b. Whenever possible, leaves of absence will commence and terminate at the start of the school year or semester.

4. Return From Leave of Absence

- a. An employee wishing to return to the Delton Kellogg Schools from a leave of absence must notify the Superintendent in writing of this intent ninety (90) days prior to the termination date of the leave, but not less than thirty (30) days prior to the termination date of the leave.
- b. After a request to return from leave, the teacher shall be assigned to a like or similar position for which he or she is certified and qualified to teach.
- c. Those teachers on an unpaid leave of absence for more than six (6) weeks during semester will not receive seniority credit for the time missed, but will retain the seniority they have amassed up to that time.

C. Workers' Compensation

Any teacher who is absent because of an injury compensable under the Michigan Workers' Compensation law, excluding any compensable injury resulting from other employment, and while receiving workers' compensation from the School shall receive the difference between the allowance under the workers' compensation law and his/her regular salary not to exceed the balance of the teacher's contract year. No sick leave

deductions will be made for compensable injuries. The School Board agrees that these differential payments are not to be utilized as an offset pursuant to Section 354 of the Workers' Compensation Act against any worker's compensation benefits due a teacher, but shall constitute a benefit under a disability pension plan.

ARTICLE IX- LAYOFFS

- A. In the event of a need to lay off due to a decreased student enrollment or shortage of revenue, the Board will not lay off teachers with valid contracts during the school year. Reductions will be effectuated at the start of the following new school year and the order of such reduction will be as follows:
1. Probationary teachers shall be laid off first by using the following criteria:
 - a. Certification
 - b. Qualification (Highly Qualified, pursuant to NCLB, 20 USC 6301 et. seq. experience)
 - c. Seniority
 2. Tenured teachers shall be laid off next by using the criteria in 1. above.
 3. For purpose of Paragraph A, the following definitions shall apply:
 - a. Certification - As approved by the Department of Education of the State of Michigan.
 - b. Qualifications—

Secondary Teachers: Grades 7 – 12 must be secondary highly qualified.
Elementary Teachers: Grades K – 6 must be elementary highly qualified.
Pre-School Teachers: Must have a ZA endorsement, Early Childhood Specialization or a Masters in Early Childhood.
Alternative Education Teachers: Must meet highly qualified standards.
 - c. Seniority - Is the length of service within the bargaining unit from the last date of hire. Teachers working less than full-time for a full school year shall have their seniority pro-rated.
 - d. Highly Qualified – Teachers will be granted up to one (1) school year to meet highly qualified standards if the current law or description of highly qualified changes, unless the new law or rule has specific time lines listed.
- B. If for any reason the Board determines a reduction of staff for the school year is necessary, it shall consult with the Association to receive recommendations regarding priority areas.
- C. In the event it becomes necessary to reduce the number of teachers through layoff of employment or to reduce the number of teachers in a given subject area, field, or program or eliminate or consolidate positions, the Board shall determine the order of layoff provided, however, such action shall not be contrary to Section A. The Board shall give notice of layoff to the individual involved by July 1.

- D. Changes in certification after the effective date of an employee's layoff shall only be effective in recall to vacancies for which the teacher is certified and qualified. Since layoffs are not effectuated until the fall, all teachers subject to layoff for the following school year shall not lose their fringe benefits or salary over the summer months afforded them under this Agreement and individual or supplemental employment contracts.
- E. Any teacher on layoff shall be recalled in inverse order of layoff provided he/she is certified and qualified for the vacancy. No new teachers shall be employed by the Board while there are teachers of the District who are laid off unless there are no laid off teachers with proper certification and qualification to fill any vacancy which may arise.
- F. The Board shall give written notice of recall from layoff by sending a registered or certified letter to said teacher at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notice to the teacher. If the teacher fails to report to work on the date set forth on the notice of recall, or if the date for resuming work is more than fifteen (15) days from the date of the notice of recall and the teacher within ten (10) days from the giving of the notice shall have failed to confirm in writing the availability of the teacher for employment, the teacher shall be considered a voluntary quit, unless an extension shall have been granted by the Board in writing, and the obligation of the Board to re-employ the teacher shall terminate.
- G. Teachers shall not accrue additional sick leave days or advance on the salary schedule during layoff nor will they lose sick days or years of experience on the salary schedule acquired prior to layoff.
- H. A teacher, who is laid off under the provisions of this Article and is paid unemployment compensation benefits (associated with his/her regular teaching assignment) during the summer immediately following layoff and is subsequently recalled to a teaching position at the beginning of the next school year, will be paid according to an annual salary rate such that his/her unemployment compensation plus that annual salary rate will be equal to the rate of salary he/she would have earned for the school year had he/she not been laid off, subject to the following conditions:
 - 1. The teacher is recalled for the full year to a position at least equal to the position he/she was laid off from.
 - 2. The teacher may voluntarily agree to repay the amount of unemployment compensation received, in which case there would be no reduction of salary.
- I. Tenure teachers who have been on layoff for more than three (3) years shall no longer be eligible for recall. Probationary teachers shall have recall rights for two (2) years from date of layoff.
- J. Certificate Nullification – A teacher seeking to nullify or otherwise limit one or more endorsements or grade level certifications appearing on his/her teaching certificate, such teacher, if tenured, shall immediately have his/her seniority placement adjusted to the position on the seniority list immediately above the most seniored probationary teacher unless that adjustment would result in an increase in seniority for the tenured teacher, or the lowest level he/she is highly qualified to fill. If the teacher seeking to nullify or limit their endorsements or grade level certification is a probationary teacher his/her seniority

placement shall immediately be adjusted to the position immediately below the least senior probationary teacher, or the lowest level he/she is highly qualified to fill.

- K. "Highly Qualified" for purposes of this article shall be defined as "highly qualified" pursuant to NCLB, 20 USC 6301 et seq.

ARTICLE X- MISCELLANEOUS PROVISIONS

- A. Each teacher shall be furnished a telephone number to call to report unavailability for work. A teacher shall report such unavailability before 6:45 a.m. unless the reason for such unavailability shall arise after such time or extenuating circumstances shall make it impossible for the teacher to follow such procedure.
- B. The Association will be notified and will have the opportunity to consult with the School with respect to contemplated millage increases.
- C. The School will, upon written request of the President of the Association, provide public information pertinent to collective bargaining. The request will state in writing the purpose for which information is intended.
- D. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contract heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.
- E. Copies of the Agreement will be printed, with the expense shared equally by the Board and the Association, and presented to all teachers now employed or hereafter employed by the School while this contract is in effect.
- F. If any provision of this Agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- G. Agency Shop

- 1. Financial Responsibility

Membership in the Association is separate and distinct from the assumption by a teacher of his/her equal obligation to compensate the Association for the benefits he/she receives from representation. The terms of this Agreement have been equally made for all of the teachers in the bargaining unit and not solely for the benefit of the members of the Association. Accordingly, it is agreed that it is fair that each teacher in the bargaining unit pay equally for benefits received and that each assumes his/her fair share of the cost of representation.

- 2. Agency Service Fee

Each teacher, as a condition of continued employment, shall authorize the deduction of membership dues or assessments of the Association from his/her salary, or, if he/she shall not be a member of the Association, shall authorize the

deduction of an agency service fee that shall not exceed the amount of professional dues paid to the Association. If during the term of this Agreement it shall be determined by a court of competent jurisdiction that the foregoing amount is unlawful, the amount shall be modified to such amounts as shall be lawful.

3. Check-Off Procedure

Each teacher shall authorize in writing the deduction of Association dues, or the agency service fee, as the case may be, within thirty (30) days following the beginning of the school year. Teacher authorizations for the deduction of Association dues, or for the payment of the agency service fee, shall identify the teacher, the amount of each deduction, the period for which deductions are to be made, and be signed by such teacher. The Board shall deduct the authorized amount due from each teacher's pay and transmit the total deductions to the Treasurer of the Association within fifteen (15) days following such deduction together with a listing of each teacher for whom deductions were made. The Board shall use its best efforts to make the aforesaid deductions in the manner set forth but assumes no responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment, the Association agrees to refund moneys within twenty (20) days.

4. Non-Discrimination

The Association agrees that it will not discriminate against any teacher in the bargaining unit by reason of sex, race, religion, marital status, age or national origin and that any teacher who has paid an agency service fee shall be entitled to participate in all of the activities of the Association relating to the negotiation and administration of the collective bargaining agreement to the same extent as any other teacher.

5. Employment Termination

If a teacher shall fail to join the Association or to designate the Association as his/her agent and to pay the sum hereinbefore set forth, such failure shall constitute reasonable and just cause for the discharge of the teacher at the end of such semester that the failure to pay the dues or service fee occurred, provided that the Association shall have given written notice of such fact to the Board not less than sixty (60) days prior to the expiration of such semester.

6. Application and Indemnification

In the interpretation and the application of the provision herein set forth, the Association assumes full responsibility for the validity and legality of the provisions herein set forth. The Association, by the execution of this Section, expressly agrees to indemnify and save the Board harmless from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of the demands made by the Association that a teacher be discharged because of the provisions herein set forth, subject however, to the following conditions:

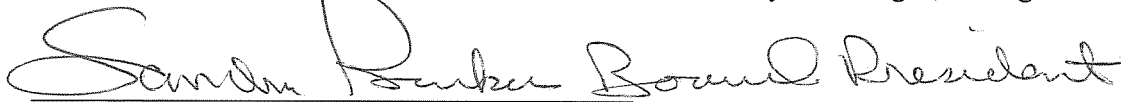
- a. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
- b. The Association, after consideration with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of this Section or defense which may be assessed against the Board by any court or tribunal.
- c. The Association has the right to choose the legal counsel to defend any said suit or action.
- d. The Association shall have the right to compromise or settle any claim made against the Board under this section.

If the Association elects to exercise its rights as set forth in a., b., c., and d., above, the Board shall have the right to require the Association to post a bond in an amount which in its judgment is sufficient to defray the costs of defending any action or appealing a decision of any court or tribunal, including damages imposed on the Board by such court or tribunal as well as reasonable attorney fees.

ARTICLE XI- DURATION OF AGREEMENT

This Agreement shall be in effect upon ratification by both the Board and the Association and shall continue in effect until the 25th day of August, 2009.

DELTON KELLOGG SCHOOL DISTRICT, Counties of Barry and Allegan, Michigan



Sandra Barker, Board President

DELTON KELLOGG EDUCATION ASSOCIATION/
UNIFIED BARGAINING COUNCIL, MEA/NEA



Larry Etter, DKEA President

Appendix A

2008-2009 Calendar

Monday	Aug	25	Opening Day – Schedule TBA by building (7:45-3:30)
Tuesday	Aug	26	Teacher Day – Professional Development (7:45-3:15) ½ hour lunch
Wednesday	Aug	27	
Thursday	Aug	28	
Friday	Aug	29	NO SCHOOL
Monday	Sept	1	NO SCHOOL
Tuesday	Sept	2	Opening Day – Students ½ Day
Wednesday	Oct	29	Students AM Only Grades K-6 Teacher Planning 1-4 PM Grades 7-12 P/T Conferences 1-4 PM Grades K-12 P/T Conferences 5-8 PM
Thursday	Oct	30	Students AM Only
Friday	Oct	31	NO SCHOOL Grades K-12 P/T Conferences 1-4 PM and 5-8 PM
Friday	Nov	7	No School for Students-Professional Development Day-(7:45-3:15) Professional Development days are in lieu of instructional time
Wednesday	Nov	26	Students/Staff AM Only – Thanksgiving Holiday
Thursday	Nov	27	NO SCHOOL – Thanksgiving Break
Friday	Nov	28	NO SCHOOL – Thanksgiving Break
Friday	Dec	19	Full Day of School for Staff and Students
Monday	Dec	22	NO SCHOOL – Holiday Break – Dec. 22, 2008 – Jan. 3, 2009
Monday	Jan	5	School Resumes
Friday	Jan	16	End of First Semester – Students AM Only
Monday	Jan	19	Professional Dev. No School All Day (7:45-3:15) Professional Development Days are in lieu of instructional time
Thursday	Jan	21 or 22	9-12 P/T Conferences 5-8 PM
Friday	Feb	13	No School for students – Professional Dev. For Staff (7:45-3:15) Professional Development days are in lieu of instructional time
Monday	Feb	16	Mid-Winter Break NO SCHOOL
Wednesday	Mar	11	Students AM Only Grades K-6 Teacher Planning 1-4 PM Grades 7-8 Conferences 1-4 PM Grades 9-12 Professional Development 12:30-3:30PM Professional Development Days are in lieu of instructional time
Thursday	Mar	12	All Schools Conferences 5-8 PM Students AM Only Grades K-8 P/T Conferences 1-4 PM and 5-8 PM Grades 9-12 Professional Development 12:30-3:30PM Professional Development days are in lieu of instructional time
Friday	Mar	13	NO SCHOOL
Monday	Apr	6	NO SCHOOL – Spring Break April 6-10, 2009
Monday	Apr	13	School Resumes
Thursday	Apr	16	9-12 P/T Conferences 5-8 PM
Friday	May	22	No School (Contingency)

Monday	May	25	No School
Wednesday	June	3	Last Day of School – Students AM Only

Professional Development days are in lieu of instructional time

Elementary begins at 8:00 a.m. and dismisses at 3:20 p.m.

Middle begins at 8:05 a.m. and dismisses at 3:20 p.m.

High begins at 8:05 and dismisses at 3:15 p.m.

Inclement weather make-up days will be on May 22. If further days are needed, they will occur after June 3. **PLEASE PLAN FOR MAKE-UP DAYS**

In the event that days need to be made up, hours will be made up as full days and the last day of school will be a half day.

SCHEDULE A

Basic Compensation

Section 1: Basic Compensation Schedule

The parties agree to a .75% salary increase for the 2008-2009 school year, retroactive to the beginning of the 2008-2009 school year.

2008 – 09

<u>Step</u>	<u>B+00</u>	<u>M+00</u>	<u>M+75</u> <u>Doctorate</u>
01	33,873	36,124	38,534
02	35,267	37,618	40,126
03	36,677	39,117	41,736
04	38,422	40,994	43,743
05	40,175	42,869	45,749
06	41,943	44,759	47,769
07	44,057	47,022	50,192
08	46,192	49,303	52,632
09	48,326	51,588	55,079
10	50,810	54,250	57,927
11	53,319	56,935	60,800
12	55,650	59,419	63,463

Section 2: Additional Compensation

A. Longevity

At fifteen (15) years, an additional 4.5 % of the B.A., M.A. and Spec. maximum level.

At twenty (20) years, an additional 4.5% of the fifteen (15) year's salary.

At twenty-five (25) years an additional 4.5% of the twenty (20) year's salary.

B. Extra Hours

Each teacher shall receive additional compensation upon completion of supplementary course work in accordance with the following schedule:

BA+15 Hours \$150.00

MA+15 Hours \$150.00

BA+30 Hours \$400.00

MA+30 Hours \$400.00

C. Extended Contracts

Teachers having extended contracts beyond the 184 days shall be paid a pro-rated salary based on their salary schedule. The per diem rate for all computations shall be determined by taking 1/184 of the annual salary.

Section 3: Adult Education

Instructors of classes offered for credit toward a high school diploma in the evening, or other times outside of regular school hours, as part of the Adult Education section of the Community School Program, shall be certified according to the regulations of the Michigan State Department of Education and shall be paid twenty two dollars (\$22.00) per hour.

Section 4: School Related Events

The following assignments will be compensated at four dollars (\$4.00) per hour with a maximum of sixteen dollars (\$16.00) per night or event:

- (1) Ticket Takers and Sellers
- (2) Bus Chaperons
- (3) Homecoming Float Sponsors
- (4) Dance Sponsors

Section 5: Driver's Education

Instructors of Driver's Education will be compensated at a rate of twenty two dollars (\$22.00) per hour. In addition to normal pay, the Driver's Ed Coordinator will receive an additional three dollars (\$3.00) for each student involved in Driver's Education.

Section 6: Concert Performances

All vocal music teachers shall be paid fifty dollars (\$50) per evening concert performance as approved by the administration.

SCHEDULE B

Fringe Benefits

Section 1: MESSA Choices II

The Board shall provide without cost to the employee the following MESSA Choices II for the employee and his/her entire family. If a husband and wife are both members of this bargaining unit, no more than one (1) shall elect health insurance coverage.

Plan A - For employees needing health insurance:

MESSA Choices II	
Delta Dental	E007 including internal coordination of benefits
Vision	VSP3
Negotiated Life	\$25,000 AD&D

Bargaining unit members electing health care coverage under Plan A above will be solely responsible for the payment of health insurance premiums allocable to the cost of services which the District is prohibited from funding under the State School Aid Act. These amounts will be deducted (in a lump sum amount) from the wages of the bargaining unit members enrolled in Plan A.

Plan B - For employees not electing health insurance:

Delta Dental	E007 including internal coordination of benefits
Vision	VSP3
Negotiated Life	\$25,000 AD&D
MESSA/MEFSA non-taxable options up to one hundred dollars (\$100.00) per month.	
Any amounts exceeding the Board subsidy shall be payroll deducted.	

The Board shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code regarding the one hundred dollars (\$100.00) per month option in Schedule B, Section 1, Plan B.

Plan C - For retired employees with a spouse in the bargaining unit, the Board will reimburse the out-of-pocket MPERS health, vision, and dental premium cost if the current employee does not elect health insurance at Delton Kellogg School Board expense (Plan A).

Plan C would remain in effect as long as the out-of-pocket premium reimbursement plus Plan B for the current spouse/employee is less than the cost of Plan A.

Section 2: Duration of Coverage

- A. The Board shall make payments of insurance premiums on behalf of each teacher as set forth above for a full twelve-month period commencing October 1 and ending September 30, provided that each such teacher completes the full work year.
- B. If a teacher shall not complete the full work year, the Board's obligation to contribute insurance premiums shall terminate at the end of the calendar month in which the obligation of the Board to pay compensation expires.

C. The Board will allow continued coverage of insurance under contracted group insurance plans. A teacher taking unpaid leave shall be responsible for premium payments beginning when the unpaid leave begins and for the duration of the unpaid leave, except that a teacher who:

1. has completed one (1) full year of service in the District,
2. is disabled from providing services by reason of personal illness or injury, and
3. has exhausted his/her sick leave allowance

shall be eligible to have his/her hospital and medical insurance coverage, as set forth in Schedule B, Section 1, continued at Board expense for a period not to exceed one (1) calendar year.

Section 3: Carrier Requirements

The Board's sole responsibility under Schedule B is to provide premium payments on behalf of eligible employees, as set forth above, and the coverage referenced herein are offered specifically subject to the rules and regulations of the various insurance carriers and/or underwriters.

Section 4: Attendance Incentive

A teacher who is absent from work for not more than three (3) scheduled work days during a full school year shall receive a one-time payment equal to two (2) days pay. Such sum shall be included in the last paycheck in June.

SCHEDULE C

Differentials

After consultation with the Head Varsity Coach, the Board shall have the sole responsibility to determine the need of filling positions based on finances and student participation.

After consultation with the Head Varsity Coach, the Athletic Director may combine teams due to finances and student participation. When a team is combined (J.V / Freshman, MS A / B) the remaining coach will receive an extra \$1,000 per season if the teams are combined, participants increase by 50+%, or more games are scheduled and not just cut the program.

ATHLETIC SALARY SCHEDULES

LEVEL 1

Basketball, Football, Volleyball, & Wrestling

Per Sports Season

Varsity Head	\$5,000
Varsity Assistant	3,000
J.V. Head	3,000
J.V. Assistant	2,700
Freshman Head	2,500
Freshman Assistant	2,000

Longevity Level 1

Varsity Head Coaches	5 - 9 years = \$250
	10 - 14 years = \$500
	15+ years = \$750

Longevity Level 1

Varsity Assistant & J.V. Head	5 - 9 years = \$150
	10 - 14 years = \$300
	15+ years = \$450

Longevity Level 1

J.V. Assistant & All Freshman Coaches	5 - 9 years = \$100
	10 - 14 years = \$200
	15+ years = \$300

LEVEL 2

Track

Per Sports Season

Varsity Head	\$ 4,000
Varsity Assistant	2,500

Longevity Level 2

Varsity Head	5 - 9 years = \$200
	10 - 14 years = \$400
	15+ years = \$600

Longevity Level 2

Varsity Assistant	5 - 9 years = \$150
	10 - 14 years = \$300
	15+ years = \$450

LEVEL 3

Baseball, Cheerleading, Cross Country, Golf, Soccer, & Softball Per Sports Season

Varsity Head \$ 3,100
J.V. Coaches 1,800

Middle School Sports Per Sports Season

7th & 8th Grade \$ 2,000
7th & 8th Grade Cheerleading & Assistant Coaches 1,500

Longevity Level 3

Varsity Head
5 - 9 years = \$200
10 - 14 years = \$400
15+ years = \$600

Longevity Level 3

J.V. Coaches
5 - 9 years = \$100
10 - 14 years = \$200
15+ years = \$300

CLASS & CLUB SALARY SCHEDULE

The Board shall have the sole responsibility to determine the need of filling positions based on finances and student participation.

HIGH SCHOOL

Band Director \$ 3,500
Play Director (per play) 2,500
Follies Director 2,500
Follies Assistant Director 500
Student Council Sponsor 2,250
National Honor Society Sponsor 1,000
Quiz Bowl Coach 500
Year Book Sponsor 2,500
Class Sponsor
Senior 500
Junior 600
Sophomore 300
Freshman 250
Choir Director \$50 per performance

MIDDLE SCHOOL

Band Director \$50 per performance
Year Book Sponsor 600
Student Council Sponsor 1,200
5th Grade Camp \$50 per night

DISTRICT

K – 12 District School Improvement Team Chair
Building School Improvement Team Chair

\$ 990
1,980

Curriculum Chairpersons will be released to attend, as financial resources permit, state and regional conferences relative to district initiatives. Release time for other related duties should be based upon need assessment between the Chair and the responsible Administrator.

- a. Percentage should be based on years' experience in the activity at Delton Kellogg on the B.A. schedule. Outside experience in the activity may be allowed not to exceed five (5) years.
- b. The duration of time worked by all Middle School coaches shall be as determined by the Administration and shall comply with the rules and regulations of the Board of Education and the Michigan High School Athletic Association.
- c. The Board reserves the right to change differentials when programs are lengthened or shortened so that the differentials paid to male and female in like sports are equitable.
- d. All football coaches will start and end with the varsity.

Extra-Curricular Activities

Teacher participation in student activities for which no additional compensation is paid shall be voluntary. At the same time, the teachers recognize that their responsibility to their students and their profession requires the performance of duties that involve the expenditure of time beyond that of the normal working day, including preparation for and supervision of student activities and functions.

Camp Delton

Those after-school activities, with administrative approval, shall be compensated at twenty one dollars and fifty cents (\$21.50) per hour. The activity classes shall be one (1) to one and one-half (1 1/2) hours weekly.

Mentors

Mentor teachers shall receive a stipend of twenty-one dollars and fifty cents (\$21.50) per hour for their service.

Curriculum and Assessment Development

Compensation will be paid at \$15.00 per hour for collaborative planning of curriculum and assessment development activities outside of established work schedule.

The District and the Association agree to continue development of 403(b) letter of agreement through a committee composed of UniServ Director and Board's Chief Negotiator and two others appointed by each party.