

ARTICLE I. PREAMBLE

- A. WHEREAS, the Board of Education of the Kingsley Area School District (herein referred to as the Board) and the Kingsley Federation of Teachers (hereinafter referred to as the Federation) recognize and declare that the implementation, development, and operation of a high-quality instructional program for the students of this school district is their mutual goal and responsibility, and that the character of such education depends upon the quality and morale of the teaching service, and
- B. WHEREAS this common high purpose may best be achieved by close consultation, mutual respect, and understanding between the Board and the Federation, and
- C. WHEREAS the Federation recognizes that the Board under law, has the final responsibility for establishing policies for the district, and
- D. WHEREAS the Board recognizes that teaching is a profession and the skills, knowledge, and creative capacities of teachers contribute greatly toward the goal of high-quality schools for the district, and
- E. WHEREAS the laws of the State of Michigan authorize public employees and public employers to enter collective negotiation agreements concerning rates of pay, hours of employment and working conditions, and
- F. WHEREAS the majority of the employees covered by this agreement did, in March 1985, choose the Kingsley Federation of Teachers as the exclusive representative for the purpose of collective negotiations with the Board in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment, and
- G. WHEREAS the parties, following deliberate professional negotiations, have reached certain understandings, and
- H. WHEREAS the Board and the Federation desire to incorporate such understanding into a written collective negotiations agreement in the belief that such action is in the best interest of the students attending school therein, the teachers represented by the Federation and the residents of the Kingsley Area School District,
- I. NOW THEREFORE, in consideration of the following covenants the Federation and the Board hereby agree as follows:

ARTICLE II. RECOGNITION

- A. The Board recognizes the Federation as the exclusive representative of all the certificated personnel (excluding substitutes), exclusive of supervisory personnel, employed by the board excluding applicants, which hereby designates the Federation to be such by its representatives.

ARTICLE III. FEDERATION RIGHTS

- A. The Board agrees to recognize and observe all the rights given the Federation pursuant to current applicable laws.

- B. The Board and the Federation recognize the right of either party to invoke the assistance of the State Labor Mediation Board or a mediator from such public agency.
- C. The Board recognizes the right of the Federation to consult with the Board or Administration on:
 - 1. Any new or modified fiscal, budgetary or tax programs,
 - 2. Construction programs,
 - 3. Major revisions of educational policy,
 - 4. Any new or innovative programs, including contracted learning, and the Federation is invited, as always, to advise the Board at an open meeting with respect to the above matters prior to their adoptions and/or general publication.
- D. Payroll Deductions: Individuals may assign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Federation. The deduction of membership dues shall be made from the first paycheck each month for ten (10) months beginning in September, ending in June of each year. The federation shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer or in reliance upon signed authorization cards or lists furnished to the Employer by the federation for the purpose of payroll deductions of dues.
- F. The Board shall also make payroll deductions upon written authorization from teachers for annuities, charitable donations, credit union, savings bonds, or any other plan or programs jointly approved by the Federation and the Board; excluding any deductions which violate state or federal law.

ARTICLE IV. TEACHER RIGHTS AND RESPONSIBILITIES

- A. Personal and Professional Life
 - 1. The Federation and the teacher recognize that the basic duty of each teacher is to use his skill as a teacher in the most effective and proper manner to assure the highest possible quality of education in the Kingsley Area Schools.
 - 2. Good teaching extends beyond classroom walls and scheduled hours. Teaching is a profession which requires, among other things, the devotion of extra time to self-improvement and out-of-school time in the preparation of projects, lesson plans, grading of papers, and counseling parents.
 - 3. The Federation and the teachers recognize that teaching is a profession which requires the highest standards of personal conduct from its members.
 - 4. In order to insure continued improvement of the education process in the Kingsley Area Schools, the Federation and the teachers will assist in the study, revision, updating, and amending of school curriculum.
 - 5. The Federation and the teachers recognize their responsibility to keep themselves informed concerning school programs, and to interpret the school and its program to the community to the best of their ability.

6. The Federation and the teachers recognize their obligation to continue to lend their skill and knowledge in the form of recommendations for textbook selections, teaching materials, and plans for new or renovated buildings.
7. Teachers shall be responsible for the supervision and safety of students in the school building and on the school grounds during the time that these students are directly assigned to the teacher.
8. Teachers are expected to exercise reasonable care of their use of school equipment and shall be responsible for the condition of their classrooms during the time that they are using the classroom or equipment.
9. Teachers shall not leave their class unattended except for unavoidable circumstances such as an emergencies.
10. Staff recognizes the importance of making regular parental contacts.

B. Vacancies, Promotions, Reassignments and Transfers

1. Jobs will be posted. Kingsley Area Schools is an equal opportunity employer.
2. Teachers who desire a transfer or change of assignment may make their desires known by letter to the superintendent of schools. Such requests will be acknowledged in writing and must be renewed each year.
3. Teachers will be informed by the superintendent prior to involuntary transfers or assignment within the system.
4. Teachers shall be notified in writing of their tentative program changes for the coming year, including the school to which they will be assigned, grade, subjects they will teach, and any special or unusual assignments which have been made. The notice will be given as soon as practical, and under normal circumstances not later than the last Friday in May of the current school year.
5. Hiring Committee: A committee comprised of administrators, school board members if available, and teachers preferably from the grade level or subject area where a vacancy exists shall be formed for the purpose of interviewing candidates and making recommendations to the Board for the filling of said vacancy.
 - a. The administration shall appoint the teachers on the committee.
 - b. Teachers may be given released time to be trained, to conduct interviews, to check references, and to carry out all business deemed necessary for the functioning of the committee.
 - c. Internal transfers may or may not receive an interview. In the event of an interview, the teachers serving on the committee may choose, at their own option, not to serve on the committee.
6. Teachers shall not be required to perform health services of a medical nature, except for life threatening situations where reasonableness shall prevail.

C. Board Support of Teachers

1. Teachers are responsible for the control and discipline of students in the classroom or in such places or at such times as the students may be under the jurisdiction of the teacher. Any assault by a child upon a teacher shall be promptly reported to the teacher's immediate supervisor for assistance. The Board recognizes its responsibility to give reasonable support and assistance to all teachers with respect to control and discipline upon request of the teacher.
2. Teachers will be notified if the principal believes a valid complaint is made against them by parents. The teacher will be granted an opportunity to answer complaints either in conference or in writing at the discretion of the principal. If complaints are not deemed serious enough to inform teachers of them, such complaints will not be permitted to be used in future disciplinary actions.
3. Kingsley Area Schools encourages teachers to utilize a building principal to administer discipline. However, a teacher may exclude a pupil for one class period when the grossness of the offense, the persistence of misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. The teacher shall immediately report the suspension and the reason for the suspension to the school principal and send the pupil to the school principal or the school principal's designee for appropriate action. As soon as possible after a suspension, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. Whenever practicable, a school counselor, school psychologist, or school social worker shall attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. During a suspension under this section, the pupil shall not be returned that school day to the class, subject, or activity from which he or she was suspended without the concurrence of the teacher of the class, subject, or activity and the school principal.

D. Teacher Evaluation

1. Blank teacher evaluations will be made available for the purpose of informing the teaching staff as to how they will be evaluated.

E. Professional Development Training; Professional development training takes place throughout the school year including scheduled half days, typically one every marking period. These in-services may last up to an hour beyond normal school hours.

F. Review of Personnel File: Each teacher shall have the right, upon request, and in the presence of a member of the administration to review the contents of his personnel file. A representative of the Federation may, at the teacher's request, accompany the teacher in this review. Each teacher's personnel file shall contain the following minimum items of information:

1. All the teacher's evaluation reports
2. Copy of teaching certificates
3. Copies of annual contracts

4. Tenure recommendation
5. Criminal and Unprofessional Conduct Check

G. Substitute Teachers

1. The district sub-caller shall be notified by 6 a.m. that the teacher will not be able to report for duty. Notification shall be given at the earliest possible time if the teacher should have an emergency. It is the responsibility of the administration to arrange for a qualified substitute teacher.
2. Teachers will be used to cover classes only in cases of emergency. Teachers covering classes, on their prep time will receive the hourly sub rate.

H. Lesson Plans

1. It is the teacher's responsibility to provide adequate and complete plans for the use of the substitute. The administration may require copies of lesson plans and/or substitute plans to be turned in by Monday prior to the start of school that week.
2. It is the responsibility of the administration to provide guidelines for lesson plans. These guidelines are to be included as Appendix E.

ARTICLE V. SCHOOL BOARD RIGHTS

- A. The Board, on its own behalf, and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it, by the laws and the constitution of the State of Michigan and/or the United States, or which have been heretofore properly exercised by it, excepting where expressly and in specific terms limited by the provisions of this agreement.
- B. It is agreed that the Board retains the right to establish and equitably enforce, reasonable rules and personnel policies relating to duties and responsibilities of the teacher and the working conditions which are not inconsistent with this agreement or in violation of law.
- C. The Board retains the rights of management and control of school property, facilities, grades and courses of instruction, materials used for instruction, and the selection, assignment, direction, transfer, promotion, demotion, discipline, or dismissal of personnel excepting where expressly and in specific terms limited by the provisions of this agreement.
- D. The matters contained in this Agreement are not subject to further negotiations during the term of this Agreement, except by mutual consent of both parties.

ARTICLE VI. TEACHING CONDITIONS

A. Calendar

1. It is understood that the calendar will be attached hereto as Appendix C. A board member or designee, Superintendent or designee and a representative of the KFT shall negotiate the calendar

and that said calendar shall be subject to ratification by all parties and shall not be in conflict with state rules or regulations.

2. The Board of Education reserves the right to reschedule any student instruction days in the calendar which are canceled and are not allowed to be counted as a day of instruction as per state law of Department of Education regulations.
3. The Board of Education reserves the right to make adjustments in the school calendar to increase student instructional days with no more than 180 student instruction days and no more than 184 teacher work days. Any changes made by the employer shall be communicated to the professional staff on or before May 1 each school year. All such adjustments shall impact only the end of the school year. Exams will always be held on the last days of school.
4. Calendars for subsequent school years covered by this agreement shall be mutually agreed upon and shall comply with all existing rules and regulations of the State of Michigan. In the contract of 1999-2000, the KFT agreed to add 15 minutes to the school day at a compensation of 1.8%. However, it is understood that compensation for any extra time added to future calendars beyond what was included in the 2001/2002 school year shall be subject to negotiations.

B. Working Hours

1. Teachers shall be at their teaching stations 45 minutes before the start of school and will remain in the building until 10 minutes after dismissal of students or unless other arrangements are made with their immediate supervisor. On Wednesday mornings, teachers shall report 70 minutes before the start of school to work on PLC or other staff development activities. All teachers are required to participate in appropriate school improvement activities during this time. When conferences are scheduled with parents or persons interested in the welfare of the child, teachers shall remain until the conference has been completed. Teachers may not be required to hold said conference when one (1) days advance notice has not been given.
2. A teacher shall be expected to attend professional staff meetings when called by the principal. A teacher may place appropriate educationally related items on the agenda for the meeting, with approval of the principal. The agenda for meetings should be presented to the teacher at least one day in advance of the meeting.
3. All teachers shall be scheduled for a duty-free midday period, of at least thirty (30) minutes.
4. All teachers shall be provided no less than 50 minutes duty-free during the school day for the purpose of planning, preparing lessons, student conferences, parent conferences and in-service meetings.
5. For the elementary building, the student day will begin at 8:28 a.m. and end at 3:15 p.m. For the middle school building the student day will begin at 8:32 and end at 3:15. For the high school building the student day will begin at 8:22 a.m. and end at 3:05 p.m. Adjustments in number of student instructional days will result in the adjustment to the length of each day

C. Class Size

1. The Board agrees to strive for an average class size of 25 pupils per individual section in grades K-2 and for 28 pupils per individual sections in grades 3-6.

2. Should the average in any given grade exceed this number for more than 30 school days, a committee shall be formed of the teachers from the affected area, the principal and the superintendent. This committee has one month in which to agree to: 1) a solution to the problem or 2) waive the rule for a set period of time. Should the committee fail to agree to either of these alternatives, then the Board shall add general teacher aide time according to the following:

Less than one pupil above average.	.	.	.	.	.	0 aide hrs/day
1-1.99	.	.	.	.	.	1 aide hrs/day
2-2.99	.	.	.	.	.	2 aide hrs/day
3-3.99	.	.	.	.	.	3 aide hrs/day
4-4.99	.	.	.	.	.	4 aide hrs/day
5-5.99	.	.	.	.	.	5 aide hrs/day

3. The aide hours are total for the affected grade level groups and shall be assigned by the principal where he/she sees the need.
4. If the pupil number reverts to the agreed averages or lower, the added aide time shall be canceled.
5. In case of failure of an operating millage (including a regional millage) request, this section on class size shall be held in abeyance until the millage passes.
6. The KFT Ed Committee would meet in mid-May to make specific recommendations regarding K-12 class size referring them to Board Ed Programming Committee for their action.

D. Non-Teaching Duties: The Board and the Federation acknowledge that a teacher's primary responsibility is to teach, and that his energies should be utilized to this end. It is agreed that teachers will be relieved of non-teaching duties to the extent possible and practical through the use of non-teaching personnel to perform clerical-type tasks. Some examples of clerical-type tasks, but not limited to, would be making copies, monitoring lunchroom, or filing non-CA 60 materials.

E. Teaching Facilities, Equipment and Supplies

1. Both parties recognize that the availability of optimum school facilities, equipment and supplies for both student and teacher are necessary to insure the high quality of education that is common goal of the Federation and the Board. The Board recognizes:
 - a. That appropriate texts, instructional aids and supplies are the tools of the teaching profession. The parties will confer at least one time each semester for the purpose of improving the selection and use of such educational tools. The Board undertakes promptly to act upon all joint recommendations thereon made by its representative and the Federation.
 - b. That sufficient library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, physical education equipment and other materials deemed as necessary tools of the teaching professions should be provided.
 - c. Space should be provided in each classroom in which teachers may safely store instructional materials and supplies.

- d. That a teacher work area should contain adequate equipment and supplies to aid in the preparation of instructional materials.
2. Teachers will be informed as soon as possible as to the disposition of their requisitions for supplies, materials, and equipment by their principal.

ARTICLE VII. INDIVIDUAL CONTRACTS

- A. All individual contracts between the Board and individual teachers shall be subject to and consistent with the terms and conditions of this Agreement, Board Policy, and Board Guidelines. If an individual contract contains any language inconsistent with this Agreement and/or Board policies and guidelines, this Agreement and/or Board policies and guidelines, during its duration, shall be controlling.
- B. All individual contracts will:
 1. State the beginning and ending dates of contract
 2. Indicate the amount of salary to be paid .
 3. Indicate whether the teacher is a probationary or tenured teacher.
 4. Offer twenty-six (26) salary payments
 5. Contracts will be issued within 15 days of the completion of negotiations and ratification by both parties, or by the first teacher work day, whichever comes last. Master agreements will be given to each teacher.
 6. Probationary teachers shall receive a written annual contract until they reach tenure. Contracts not returned, or returned unsigned, 15 calendar days following issuance, will indicate non-acceptance on the part of the teacher, and the position is automatically declared vacant.
 7. In lieu of a written annual contract for teachers who have obtained tenure, the district may enter into a continuing contract. The Employer will annually provide to tenured teachers an employment status update, which includes the same data as normally provided.
 8. Teachers having tenure and intending not to return shall terminate their contracts in accordance with the tenure act to be considered for recommendation by this Board.
- C. Extra duties and the amount the teacher will be paid for each duty will be stipulated on a separate, non-tenure, supplemental contract.

ARTICLE VIII. LEAVES

- A. **Procedure upon the use of leave:** Any teacher upon using leave must file Appendix D with the main office no later than 2 working days following use of leave. Said teacher must be notified within 5 working days when leave is denied.

B. Sick Leave

1. Ten days of sick leave will be granted upon the commencement of the contract school year with a 90-day limit on the accumulation. Unused sick days over the 90 shall be paid out annually at the rate of \$50 per day.
2. Teachers having over 102 accumulated sick days, at the end of the school year, will have twelve sick days bought back each year at the above rate until they reach 90 days.
3. Sick leave is basically an insurance and covers illness, disability procedures, injury, or unavoidable quarantine of teacher. Appointments and non-emergency medical procedures should be scheduled during breaks whenever possible. A teacher may be required to get a physician's note after four consecutive days absence, or if an absence is immediately prior or after a break, or if a pattern emerges.
4. A statement will be presented to each teacher at the beginning of the school year showing accumulated leave.
5. If the employee terminates his service before the end of the contract term, for any reasons other than illness, a deduction will be made at the time the service terminates for all sick leave used in excess of leave earned.
6. Rights Saving Clause: Any teacher whose personal illness extends beyond the period compensated for shall be granted a leave of absence in accordance with the Family Medical Leave Act.

7. Sick Leave Bank

- a. Each teacher shall contribute one (1) sick leave day per year until the bank accumulates one hundred and fifty (150) days.
- b. In the event that the total number of days in the sick leave bank beginning in the 3rd year of its establishment becomes less than one hundred (100) at any time during the contract year, each teacher shall contribute one (1) sick leave day to the sick leave bank. No teacher shall be required to contribute more than three (3) days per year.
- c. A teacher with an extended illness (an extended illness shall be defined as five (5) consecutive school days or more) may draw upon the sick leave bank subject to the following provisions:
 1. The teacher has exhausted all his/her sick leave days
 2. The request for sick leave days from the bank must be made to the superintendent in writing
 3. The bank has days available to draw
 4. The teacher shall furnish a medical doctor's verification of the illness
 5. A teacher may draw a total of thirty (30) days per school year. In years one and two of the bank's existence, teachers may draw a total of 10 and 20 days respectively.
 6. This sick bank may not be used for maternity leave.
- d. A committee composed of one KFT officer, one board member, and one administrator shall oversee the operations of the bank. This committee shall have no power to deny usage of

leave except in cases of abuse. This committee will advise the parties as to the status of the bank in two instances:

1. at the beginning of each school year
2. in the event that the number of days in the bank falls below 100

8. Proper Use of Sick Time

- a. The parties jointly acknowledge that abuse of sick leave has a deleterious effect on the education of children and therefore mutually pledge to dissuade the teaching staff from improper use of sick leave. Should the administration become aware of circumstances which it believes is an abuse of sick leave, the teacher(s) in question may be called on by an administrator to satisfactorily explain the circumstances and/or provide appropriate documentation. The district recognizes that documentation may not be available if the teacher is not asked with a 30 day window of the day in question. Reoccurring dates or events may be called into question.
- b. The Federation will be notified of such hearing and will send a representative to the hearing to reaffirm the first sentence of this paragraph. Should the administrator determine that discipline is in order, the Federation representative shall be notified of same. It is expected that the Federation will face up to its responsibility and not pursue grievances which are unmeritorious or based on political expediency.
- c. The Federation affirms that it is the right of the administration and School Board to adopt policy and procedures to insure a correct usage of sick leave, however, this shall not deprive the Federation of its normal grievance rights as to the application of policy and procedures pertaining to sick leave.

C. Personal Leave

1. Two (2) days personal leave shall be granted each year at full pay. Approval of the Administration is not required for usage of personal leave days unless it is immediately preceding or following a break or holiday period. Employees will give the principal or principal's designee a minimum of 48 hour notice for use of personal leave except in case of emergency.
2. In an attempt to prevent individuals from routinely using their personal days every year, unused personal days will roll into a teacher's sick days.
3. The intent of this leave is to make it possible for teachers to be absent for personal matters which cannot be taken care of during their own time. Personal days may not be used on the day immediately preceding or following a break or holiday period unless prior written permission is granted by the Administration.

D. Involuntary Leave: A teacher called for jury duty or to give testimony before any judicial or administrative tribunal, shall turn over the pay received for the performance of such obligations to the administration and shall be paid the contract wage for said days. If however, he is a witness in a suit in which he is personally involved he will receive no pay other than that provided for under Personal Leave.

E. Military Leave:

1. Teachers shall be granted temporary leave with pay for absence necessitated by required physical examination for military induction.
2. An unpaid leave of absence shall be granted a teacher who is recalled or inducted for one period of enlistment in any branch of the armed forces of the United States. Reinstatement upon completion of such service shall be in accordance with the requirements of the applicable law of the United States. Regular salary increments shall accrue.

F. Bereavement Leave

1. For purposes of bereavement leave, immediate family shall be defined as spouse, child, mother and father. Secondary family shall be defined as, father-in-law and mother-in-law. Extended family shall be defined as teacher or spouse's sister, brother, grandmother, grandfather, grandchildren or any other person for which the teacher is unavoidably responsible. Teachers will be granted leave without loss of pay not more than 5 days in case of death in the immediate family, 3 days in case of death in the secondary family and 3 days in case of death in the extended family.
2. For a death in the immediate or secondary family the employee may use sick leave to extend bereavement leave, at the employer's discretion.

G. Child Care Leave

1. A teacher may request child care leave, however, it is the teacher's responsibility to notify the administration as to the length of the requested child care leave and the beginning and ending date of the requested leave.
2. Such unpaid child care leave may be for a period of one full school year and may be renewed at the discretion of the Board for an additional school year.
3. To qualify for such child care leave the teacher must have been employed for a minimum of two consecutive school years.
4. A teacher shall receive sick leave pay for the number of child care leave days that are verified in writing as necessary by a physician. Sick leave pay may be limited to an individual's accumulated sick leave days available.

H. Federation Leave: The KFT will receive 4 federation days per year (or 32 hours) to be used by the 5 officers of the KFT at KFT discretion. Sub pay for this leave is to be paid by KFT.

I. Professional Leave: Upon the approval of the superintendent of schools teachers will be granted leave without loss of pay to attend educational conferences, workshops, and visitations pertinent to the improvement of the school curriculum. Necessary expenses for such meetings will be paid by the Board of Education.

J. Sabbatical Leave

1. In accordance with the provisions of Section 572 of the Michigan School Code, sabbatical leaves may be granted by the Board of Education.
2. Requests for sabbatical leave must be submitted in writing to the superintendent of schools not later than May 1 of the school year preceding the school year for which the leave is requested. Preference in granting such leave will be based upon anticipated benefits to the school district.

K. Additional Leave: The Board shall have the prerogative to grant additional leave or other leaves not covered in the Master Agreement when such leaves would be in the best interest of the school system, teacher or both.

L. Pursuant to the Family and Medical Leave Act of 1993, as amended, leave will be granted in accordance with the statutory requirements. FMLA and all other types of leaves may or may not run concurrently as allowed by law. A rolling calendar shall be used when calculating eligibility and usage. A copy of the FMLA will be available online for employees to review and discuss with their principal and or superintendent.

M. Workman's Compensation: When an employee is unable to complete their assigned duties due to a workplace injury, the following guidelines will apply:

Option 1: Employees can choose to receive benefits under the Michigan Worker's Compensation Act. In doing so, the employee acknowledges that accepting this option means the time is considered unpaid from the school and no additional compensation will be forthcoming from the district. The employee's sick bank is frozen at the level it contained the day prior to the injury or accident, and the salary adjusted to reflect the unpaid time.

Option 2: Employees can continue to receive their full rate of pay for days missed but must turn over the district all monies received from the Michigan Worker's Comp Fund. Sick time to the extent that employees have sick time available will be adjusted by approximately 20% increments to offset the difference in wage between the actual daily amount received from Workman's Comp and the rate of pay the employee is regularly scheduled to receive. If the employee has no sick time available, they will use Option 1.

ARTICLE IX. PROFESSIONAL COMPENSATION

A. Salary Schedule: The basic salaries of teachers covered by this Agreement are stated in Schedule marked Appendix A which is attached to and incorporated in this Agreement. This salary schedule shall remain in effect during the term of this Agreement and shall be subject to the Board's policy on performance compensation.

B. Terminal Pay: Teachers who terminate their employment after a minimum of 7 years of service in the system shall be paid at a rate of \$50 per day for each sick day accumulated during their employment with the system. In case of death, terminal pay due the employee shall go to the beneficiary.

C. Continuing Education: The Board shall encourage all employees to continue their formal education. Tuition costs of courses taken at recognized colleges and universities shall be reimbursed by the Board, within the following guidelines:

1. Courses must directly complement the job assignment of the employee. The employee's supervisor must determine in writing if the class complements the job.
2. Courses shall not conflict with the assigned duties of the employee.
3. Employees shall be eligible for reimbursement at a rate of 80% of the tuition if a grade of B or higher is earned. Part-time teachers shall have their reimbursement pro-rated based on hours worked divided by 7.
4. Reimbursement shall be limited to eight (8) courses or twenty-five (25) semester hour credits under the following conditions:
 - a. Up to eight (8) courses or twenty-five (25) semester hour credits successfully completed may be taken within the first six (6) years of employment.
 - b. After completion of the sixth (6th) year of employment reimbursement is limited to tuition (fees) and a maximum of one class per employee per year.
 - c. Course taken must be in a planned program for an advanced degree or up to 20 hours continuing teacher certification.
 - d. Starting with the 2010-11 school year, there shall be a \$ 15,000 lifetime tuition reimbursement cap per individual employee.
5. The Board will pay its commitment at the time of proof of completion of the course.
6. In all instances where the Board pays partially or fully for tuition the employee may be required to present one or more ideas from the class at a staff meeting.
7. Board will pay 100% of tuition for any course the Administration requests the teacher take, and said course shall not count towards the maximum allotted in previous section, item #4.

D. Extra Duty Assignments

1. Payment for extra duty assignments extending outside the normal load will be paid according to the schedule marked Appendix B which is attached to and incorporated in this Agreement.
 2. When a teacher's regular assignment extends beyond the normal school year, the additional time shall be compensated at a pro-rate share of the teacher's current basic salary.
- E. Teachers must use a board approved vendor/underwriter who has a written agreement with the Kingsley Area Public School Board of Education for their tax deferred funds.

ARTICLE X. PROFESSIONAL GRIEVANCE PROCEDURES

- A. Definitions of a Grievance: A grievance is a claim based upon a teacher's, a group of teachers, or the Kingsley Federation of Teacher's belief that there has been a violation, misinterpretation or misapplication of any provision of this agreement or any existing rule, order or regulation of the Board specifically establishing a procedure for redress relating to wages, hours, terms or conditions of employment, but excluding any prohibited subjects. During that grievance discussion, the teacher

shall identify to the principal that the teacher believes grounds for a grievance exists. The grievance procedure shall not apply to any matter which is prescribed by law, or state regulations or over which the Board is without power to act. No Board prerogatives or dispute over the modifications of this contract shall be made subject of a grievance. All grievances shall be filed by the Federation to the extent permitted by law.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this article:

1. The termination of services, failure to reemploy any probationary teacher, or any prohibited subjects of bargaining.
 2. The content of any evaluation
- B. The Federation may invoke the formal grievance procedure by submitting the grievance on a form designated for that purpose. This form shall be available from the grievance chairman. A copy of the grievance form shall be delivered to the principal.
- C. In the event that a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal either personally or accompanied by the grievance chairman. During that grievance discussion, the teacher shall identify to the principal that the teacher believes grounds for a grievance exist. The grievance must be filed within ten (10) work days of the violation, misinterpretation, or misapplication.
- D. Within five (5) work days of receipt of the grievance, the principal shall meet with the Federation grievance chairman in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within five (5) work days of such a meeting, and shall furnish a copy thereof to the grievance chairman.
- E. If the Federation is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) work days of such a meeting (or ten work days from the date of filing, whichever shall be later) the grievance shall be transmitted to the superintendent. Within seven (7) work days the superintendent or his designee shall meet with the Federation on the grievance and shall indicate his disposition of the grievance in writing within five (5) work days of such meeting and shall furnish a copy thereof to the Federation.
- F. If the Federation is not satisfied with the disposition of the grievance by the superintendent or his designee, or if no disposition has been made within five (5) work days of such meeting (or ten work days from the date of filing, whichever shall be later) the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board. The Board, no later than its next regular meeting or within two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session if allowed under the Open Meetings Act, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) work days thereafter. A copy of such disposition shall be furnished to the Federation.
- G. If the decision of the Board is not satisfactory to the Federation, the grievance may be submitted within 10 working days of the Board's decision to arbitration before an impartial arbitrator. An arbitrator will be selected according to the rules of the American Arbitration Association. The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement. The

arbitrator shall have no power to change established salary schedules, but may rule on the proper placement of persons on the established salary schedule. The arbitrator shall not hear any grievance previously barred from the scope of the grievance procedure. The arbitrator shall have no power to order punitive damages. The decision of the arbitrator shall be binding on both parties. It is understood that the arbitrator shall have no authority to waive said time limits. When either the federation or the district cannot complete their investigation due to the timeline associated with gathering information, such as FOIA, an extension shall be granted but in no case shall exceed 6 months total without mutual agreement. However, any extension taken by the federation or district will not cause the other to incur additional financial responsibilities.

- H. The parties must meet at a mutually scheduled date prior to the arbitration hearing.
- I. All costs associated with arbitration are to be shared equally by the Board and the Federation.
- J. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. Should an employee fail to institute a grievance or move it to subsequent steps within the time limits specified, the grievance will not be processed. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievances prior to the end of the school term or as soon thereafter as possible.
- K. If an individual teacher has a personal complaint, which he desires to discuss with a principal, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Federation and opportunity for the grievance chairman to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this agreement.
- L. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants until completed.
- M. It shall be general practice of all parties to process grievance procedures during times which do not interfere with assigned duties; provided, however, in the event it is mutually agreed by the aggrieved person, the Federation, and the Board to hold proceedings during regular working hours, a teacher participating in any level of the grievance procedure on his own behalf or on the behalf of the Federation, with any representative of the Board, shall be released from assigned duties without loss of salary.

ARTICLE XI. DISCIPLINARY ACTION

- A. A teacher shall at all times be entitled to have present a representative of the Federation when he is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Federation is present. Such action shall take place within five (5) working days of the request.
- B. Whenever a teacher is in violation of any part of this agreement a notation of this violation and the disciplinary action shall be included in the teacher's personnel file. A duplicate copy of this notation shall be given to the teacher within three (3) school days of issuing the written violation. The teacher shall have the opportunity to permanently attach a rebuttal to any notation of disciplinary action, however such a rebuttal must be attached within seven calendar days (of the issuing) of the original written notation.

ARTICLE XII. NEGOTIATIONS PROCEDURES

- A. It is agreed that terms and working conditions provided in this agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. During the school year in which this agreement expires, the Board agrees to begin negotiations with the Federation over a successor agreement in accordance with the procedure set forth herein in a good faith effort to reach agreement concerning teachers' salaries and all other working conditions. Such negotiations may include, but not be limited to, the subjects covered by this agreement and any other matters mutually agreed to be negotiable by the parties. Any agreement so negotiated will apply to all teachers, and will be reduced to writing and signed by the Board and the Federation.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Federation and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

ARTICLE XIII. NO STRIKE CLAUSE

The Federation agrees that it shall not authorize, engage in, condone, or ratify a strike. The parties hereby incorporate by the definition of strike as found in Section 1 of PERA.

ARTICLE XIV. AGREEMENT CONTRARY TO LAW AND MATTERS CONTRARY TO AGREEMENT

- A. If any provision of this Agreement or any application of the Agreement, to any employee or group of employees, shall be found contrary to law, 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.
- B. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

ARTICLE XV. MISCELLANEOUS PROVISIONS

- A. The provisions of this Agreement and the wages, hours, and working conditions shall be applied in a manner which is not arbitrary, capricious or discriminatory.
- B. Copies of this Agreement shall be printed by the Board and presented to all teachers employed or hereafter employed by the Board.
- C. The Board will further use its best efforts to assist all teachers terminated for lack of employment to secure employment in adjacent school districts.
- D. State Law will be followed in accordance to reduction in personnel.
- E. No teacher shall be laid off pursuant to a necessary reduction in personnel unless he has been given a written notification of said action and an opportunity for a hearing before the School Board.
- F. A seniority list will be kept by central office.
- G. Mentor System for Probationary Teachers
 - a. The Federation president shall, at the start of the school year, present to each principal, a list of mentor teachers available to serve as a mentor.
 - b. The principal shall appoint a mentor from that list for each probationary teacher on the staff.
 - c. The mentor shall be provided release time for a minimum of three classroom observations per year.
 - d. Each classroom visitation, by the mentor, must be followed by a conference with the probationary teacher during common conference time.
 - e. The mentor shall be responsible for meeting with the principal regularly during the school year to give input and insight on the probationary teacher's job performance.
 - f. The mentor may be invited, at the request of the probationary teacher, to all evaluation sessions between the principal and probationary teacher.
 - g. When a principal identifies a tenured staff member who is having difficulty, the principal has the option to assign a mentor to that staff member under the same provision as spelled out for the probationary teacher.

ARTICLE XVI. DEFINITIONS

- A. Wherever the term "Teacher" is used it is to include any member or members of the bargaining unit.
- B. Wherever the singular is used it is to include the plural.

- C. Wherever the term "Board" is used it shall mean the Board of Education of the Kingsley Area School District, and shall include its designee upon whom the board has conferred authority to act in its place and stead.
- D. Wherever the term "Superintendent" is used it shall mean the Superintendent of Schools and shall include his designee upon whom the Superintendent has conferred authority to act in his place and stead.
- E. Wherever the term "Principal" is used it is to include the administrator of any work location or functional division or group.
- F. Wherever the term "this Agreement" is used it shall mean the Agreement itself, together with all appendices incorporated there in by reference.
- G. Wherever the term "Federation" is used it shall mean the Kingsley Teachers Federation and shall include its designee upon whom the Federation has conferred authority to act in its place and stead.
- H. Wherever the term "District" is used it shall mean the Kingsley Area School District.

ARTICLE XVII. WAGES

The wage scale will be frozen for the 2012-13 school year.

Steps and appropriate lane changes will be made.

The district will set up a flex spending program so employees can pay for allowable expenses with pre tax dollars as allowed under the plan.

The district will pay 50% of Health, Vision, Dental, LTD, and Life Insurance for each KFT member. The KFT members will be responsible for the other 50%.

ARTICLE XVII. DURATION OF AGREEMENT

This Agreement shall be effective immediately upon ratification by both the KFT and the Kingsley Area School Board. The duration of the agreement shall be from 2012/2013 school year.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Appendix B shall be negotiated in the event of new duties not listed in the present Extra Duty Pay Schedule.

FOR THE FEDERATION

FOR THE BOARD OF EDUCATION

PRESIDENT	Date	PRESIDENT	Date
SECRETARY	Date	SECRETARY	Date
TREASURER	Date	TREASURER	Date
NEGOTIATOR	Date	NEGOTIATOR	Date

APPENDIX A-1

A. Criteria for Advanced Pay Schedule

1. To be placed on any advanced pay scale the teacher must provide transcripts or a letter from the instructor until official transcripts are available; by September 1st of that school year. When official transcripts are made available they shall be submitted to District Office. The scale that the employee qualifies for as of September 1st of any given year is the scale they shall be on for that entire year.
2. College credits earned for being placed on an advanced salary schedule must be evaluated by the supervisor and must meet the following criteria in order to be accepted for placement on the new scale:
 - a. Must be graduate credits
 - b. In areas of certification or towards an additional teaching area as approved by the supervisor
 - c. In teaching methodology and school administration as approved by the supervisor

APPENDIX A – 2

Step	2012-3School Year			
	BA	BA+20	MA	MA+15
1	\$35,956	\$37,010	\$38,679	\$39,276
2	\$37,806	\$38,891	\$40,663	\$41,285
3	\$39,658	\$40,769	\$42,642	\$43,293
4	\$41,506	\$42,649	\$44,625	\$46,159
5	\$43,359	\$44,531	\$46,604	\$47,315
6	\$45,208	\$46,411	\$48,587	\$49,328
7	\$47,060	\$48,287	\$50,570	\$51,336
8	\$48,909	\$50,166	\$52,552	\$53,347
9	\$50,759	\$52,047	\$54,530	\$55,360
10	\$52,610	\$53,929	\$56,511	\$57,368
11	\$54,460	\$55,806	\$58,495	\$59,380
12	\$56,310	\$57,686	\$60,476	\$61,388
13-16	\$57,652	\$59,032	\$61,820	\$62,735
17+	\$58,842	\$60,379	\$63,169	\$64,082

APPENDIX B - EXTRA-DUTY SCHEDULE

Appendix B offerings shall be based on student interest, financial stability, and other pertinent factors. The Kingsley Board of Education reserves full discretion to determine these offerings and coaching assignments. There is no tenure for Appendix B positions. The athletic director or administrative designee will complete annual coaching evaluations. Coaching renewals will be dependent upon a minimum of adequate evaluation.

Head Football 11% of base + 1/2% of base for each year's experience in coaching
 Head Boy's Basketball that sport at Kingsley for a maximum of six (6) years.
 Head Girl's Basketball
 Head Volleyball
 Head Wrestling

J.V. Football 8% of base and 1/2% of base for each year's experience in
 Assistant Football coaching that sport at Kingsley for a maximum of 6 years.
 J.V. Boys Basketball
 Cross Country
 Baseball
 Boys Track
 Girls Track
 J.V. Girls Basketball
 J.V. Volleyball
 Golf
 Band
 Softball
 Soccer

Assistant Varsity Wrestling 6%

J.V. Baseball
 Assistant J.V. Football
 Assistant Track
 Assistant Cross Country
 J.V. Softball

9th Basketball 4.5% of base

9th Grade Volleyball
 Cheerleading (sideline) Head Fall Cheerleading 6% Winter Cheerleading %

Competitive Cheer 6%
 MS Cheer Winter 4.5%
 7th Boys Basketball 4.5% of base

8th Boys Basketball
 7th Girls Basketball
 8th Girls Basketball
 MS Wrestling
 Middle School Football
 Middle School Football

JH Boys Track	
JH Girls Track	
MS Cross Country	
7th Grade Volleyball	
8th Grade Volleyball	
Assistant MS Track (boys and girls)	3% each
7th/8th Grade Cheerleading	3% of base (during 7th/8th boys basketball season)
Middle School Student Council	1% of base
Middle School Yearbook	1% of base
Middle School Class Advisors	1% of base
Student Council	2% of base
National Honor Society (HS)	
Jr. National Honor Society (MS)	
Forensics (1st year)	
Close-Up Advisor	Advisor's trip tuition and \$ 100 stipend for meals
Teacher Academy	To be determined and paid by TBAISD
Safety Patrol Advisor	1% with additional ½ % experience credit with maximum years credit at 6 years
Drama Club	4.5% of base (with at least one play per year to be produced)
Outdoor Adventure Club	4.5% of base
Annual (Yearbook)	
Summer School Teacher	\$25.00 per hour
Advisory Committee/	
Department Head	\$25.00 per hour (as assigned by management)
Volunteer Club Advisor	2% of base each year

Class Advisors will be paid according to the following schedule. A job description will be generated, and pay will be based on simple evidence that the job description has been met.

9th and 10th grade 2% 11th grade 3% 12th grade 3.5%

APPENDIX C - Kingsley Area Schools – 2010-11 CALENDAR

APPENDIX D - VERIFICATION OF LEAVE

(Can be found on website under Teachers and Forms)

APPENDIX E - LESSON PLAN GUIDELINES

1. Name of textbook - pages of last assignment, pages of next assignment
2. List of extra materials or equipment
3. What method of teaching or what activity the substitute is to pursue
4. Some extra work in case the Sub finishes the assignment
5. Name of a helper in each class
6. Enough work to keep the class busy for the whole period and then some
7. Directions for general class routine
8. Up-to-date class book and seating chart for each class or alphabetical list of students and in the elementary, name tags for each child's desk

APPENDIX F – INSURANCE

- A. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or carrier, the Board shall make premium payments for health insurance coverage for all eligible federation Members and their eligible dependents toward the Federation's preferred insurance plan(s) in a combined monthly amount not to exceed the following amounts paid per eligible Federation Member:

Single Federation Members:	\$458.33
2-Person Federation Members:	\$916.66
Full Family Federation Members:	\$1250.00

Upon request, the Federation shall identify preferred health, vision, dental, and LTD insurance plan(s) and provide all details necessary for Employer implementation within fifteen (15) days of the request. Should the Federation fail to identify preferred insurance plan(s) and provide all details necessary for Employer implementation within fifteen (15) days of the request, at the District's discretion, the insurance plan(s) shall be the plan(s) then in effect or the plan(s) adopted for the administration, however, the employer paid premium amounts stated above shall not change; the Federation Member shall be solely responsible for any remaining amounts.

Should the Employer have previously funded a Health Savings Account for the Federation Member's benefit during the calendar year in which the insurance plan is implemented, the maximum Employer contributions listed above shall be reduced by the amount the Employer funded the Health Savings Account.

Any premium amounts beyond the Employer's contribution, as specified above, which are required to maintain the selected coverage(s) are the responsibility of the Federation Member and shall be payroll deducted. The Federation Member may sign an agreement authorizing that any such premium amounts be payroll deducted through the Employer's Section 125 Plan. Where a Federation Member is paid through less than 26 pays, the Federation Member shall have prorated deductions removed from their pay sufficient to cover the Federation Member's health insurance premium contributions for the summer period. Where an Federation Member is paid through less than 26 pays and becomes responsible for premium payments under this provision during the summer, the member shall be

responsible for paying the difference directly to the District. The Employer shall have the right to make deduction of any amounts due from the Federation Member's wages, and shall be held harmless from any liability arising from the deduction.

Federation Members who have access to another District Employee's District funded insurance shall not be eligible for Employer provided insurance, but must instead accept cash-in-lieu. Exceptions shall be made for employees who are less than 26 years of age and who are covered by a parent's District funded insurance, but have dependents of their own. Those individuals may take the District funded insurance. During open enrollment, Federation Members electing health care coverage will sign a statement that they are complying with this paragraph.

- B. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or carrier, the Board shall pay 50% of premium payments for vision, dental, and LTD insurance coverage for all eligible federation Members and their eligible dependents toward the Federation's preferred insurance plan(s). The Federation member is responsible for the other 50% of premium payment, which will be deducted from payroll.
- C. Employees/ and or new dependent opting to take insurance must sign-up for this option during the enrollment period of May 1st thru June 15th unless another period is specified by law. Employees hired during the school year have 30 days from date of hire to enroll in insurance. It is understood that throughout the school year that changes do occur and need to be processed according to the Insurance Plan guidelines and IRS rules. Failure to enroll self or dependents during the designated insurance provider/IRS windows shall mean loss of this benefit for that school year.
- D. A committee will convene when necessary to study cost saving measures without loss of coverage.
- E. "Cash in Lieu of Insurance at half the monthly single subscriber (health, dental, vision, etc.) rate is an option available to the following employees:
 - 1. Employees electing not to receive health insurance benefits.
 - 2. Employees who are eligible for coverage under another Kingsley Area School employee's health insurance benefits. (see last paragraph under A.)
- F. A comprehensive physical may be required a minimum of once every two years. The costs of this service shall be paid for by the Board of Education through their health insurance plan. Evidence of this physical will be provided by the employee for their segregated file.
- G. Unless otherwise noted within this Agreement, or as required by law, Federation Members on unpaid leave status or who have exhausted leave allowed under this Agreement are financially responsible for the Employer's portion of health care premiums for those days.
- H. Federation Members are hereby advised that they may have a right pursuant to Section 4438 of the Insurance Code of 1956, MCL 500.4438, to convert their life insurance policy, and that the Federation Member must make application to the life insurance carrier within 31 days of any termination of their employment status.

- I. To the extent permitted by law and/or insurer's policies, Employer-paid insurance premium contributions shall continue as long as the Federation Member is in a pay status, but terminate at the end of the month during which the Federation Member ceases to be in a pay status, except as is otherwise provided herein or by law. Federation Members may continue the coverage at their own expense to the extent permitted by law.
- J. The terms of any insurance contract or policy issued by an insurance underwriter, carrier, policyholder or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Federation Member is responsible for assuring completion of all forms and documents required for his/her participation in the above-described insurance programs. The Employer, by payment of its share of the insurance premium payments indicated above, shall be relieved from any and all liability with respect to insurance benefits. Such matters shall be excluded from the scope of the grievance procedure, except the Employer's failure to remit contractual premium amounts required of it.
- K. Changes in family status shall be reported by the Federation Member to the Employer within thirty (30) days of such change. The Federation Member shall be responsible for any overpayment of premium made by the Employer on his/her behalf for failure to comply with this paragraph.

APPENDIX G. - GRIEVANCE REPORT FORM

GRIEVANCE REPORT FORM

Grievance # _____
School District _____

Distribution of form

1. Superintendent 2. Principal 3. Federation 4. Teacher
Submit to Principal in Duplicate

Building Assignment Name of Grievant Date Filed

Step 1

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

Signature Date

Step 2

A. Disposition by Principal _____

Signature Date

B. Position of Grievant and/or Federation _____

Signature Date

Step 3

A. Date received by the Superintendent or Designee _____

B. Disposition of the Superintendent or Designee _____

Signature Date

C. Position of Grievant and/or Federation _____

Signature Date

Step 4

A. A. Date received by Board of Education or Designee _____

B. Disposition by Board _____

Signature Date

C. Position of Grievant and/or Federation _____

Signature Date

