

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

2017 – 2020

AGREEMENT

This Master Contract is entered into this 1st day of September, 2017 by and between the Board of Education of the Kaleva Norman Dickson School District, hereinafter called the "Board," and the Kaleva Norman Dickson Education Association, hereinafter called the "Association."

WITNESSETH

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

**ARTICLE I
RECOGNITION**

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

**ARTICLE II
TEACHER AND ASSOCIATION RIGHTS**

SECTION I

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

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

- B. The Association and its members, upon permission of the administration, shall be permitted to use school-building facilities.
- C. No teacher shall be enjoined from exhibiting identification of membership in the Association either on or off the school premises.
- D. The Board agrees to furnish to the Association in response to all reasonable requests all information concerning the financial resources of the District, tentative budgetary requirements and allocations, and other such information, which may be necessary to its preparations in collective bargaining and negotiations. Such requests will be handled in as timely a manner as possible.
- E. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- F. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, or membership in any Association with the activities of an employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to its race, creed, religion, sex, color, or national origin, and to seek to achieve full equality of educational opportunity to all pupils.
- G. That upon written authorization from any teacher, the Board will deduct annuities and other payroll deductions. Deductions to a new annuity, investment, or savings company will require a minimum participation of three (3) teachers before deductions to such new company will be allowed.
- H. At the beginning of each school year, the Association shall be credited with eight (8) days to be used by teachers who are officers or agents of the Association. No more than three (3) teachers may be absent per day. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave. The Association will provide the cost of hiring substitute teachers.

I. Academic Freedom

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

SECTION II

- A. All teachers may join the Association, but are not required to do so. The Association and its members agree that it will not discriminate, harass, nor coerce against any Board employee based upon Association membership.
- B. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board, the school District, school board members, and agents and representatives of the Board of Education of the school District from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the employer's compliance with this Article, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

**ARTICLE III
BOARD RIGHTS**

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

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

ARTICLE IV PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement. Said salary schedule shall remain in effect for the duration of this Agreement. Salaries are prorated for part time teachers based upon the percent of time employed.
- B. A representative of the Association and one other member of the negotiating team will concur with the Board in the placement of teachers on the salary schedule on or before the fourth Friday of September each school year. Lack of agreement on the proper step and schedule placement of any teacher shall be subject to the provision of the professional grievance procedure as set forth herein.
- C. Teachers shall be reimbursed for traveling expenses incurred while attending authorized local, District, regional or state meets, contests, clinics, and conferences if arrangements are made and approved by the administration at least forty-eight (48) hours in advance of the scheduled event.
- D. Longevity shall be paid as a percentage of the base pay on the current year's salary (Schedule A). Teachers who attain eleven (11) through thirteen (13) years of service in the District shall receive a 2%-of-base longevity bonus; fourteen (14) through sixteen (16) years of service in the District shall receive a 2.5%-of-base bonus; seventeen (17) through nineteen (19) years, a 4%-of-base bonus; twenty (20) through twenty-two (22) years, a 4.5%-of-base bonus; twenty-three (23) through twenty-five (25) years, a 5%-of-base bonus, and twenty-six (26) or more years, a 6%-of-base bonus. Time of service will be determined on June 1st of each school year. Years of service shall be

rounded to the major fraction thereof; i.e., fifteen (15) years, five (5) months equals sixteen (16) years. Longevity shall be paid out on a per-pay basis throughout the school year. Longevity is prorated for part time teachers based upon the percent of time employed.

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

If a certified substitute cannot be obtained, the administration may request a teacher to assume the assignment. Administrators will not assume assignments except in emergencies. Compensation for said assignments or advisorships will be paid at the rate of \$21 per class hour or \$7 per lunch duty.
- K. Teachers shall be reimbursed \$200 for the tuition cost of each semester hour successfully completed, up to a maximum reimbursement of fifteen (15) hours per employee. Teachers must have obtained six (6) semester hours before reimbursement is requested.
- L. The salaries of teachers covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement. Said salary schedule shall remain in effect for the duration of the Agreement. It is understood between the Kaleva Norman Dickson School District Board of Education and the Kaleva Norman Dickson Education Association that the Board has the right to place any newly-hired teacher on any step of Salary Schedule A without being subject to grievance by the newly-hired employee as he gains experience and tenure in the Kaleva Norman Dickson School District. However, in no event shall a newly hired teacher be placed on a salary schedule step higher than their actual years of teaching experience.
- M. Counselors - Due to the need for school counselors to work beyond the regular school year, it is understood between the Kaleva Norman Dickson Education Association and the Kaleva Norman Dickson Board of Education that counselors will be paid on a per-diem basis. Each day's pay will be based upon the number of working days agreed upon for the current calendar and the annual

salary, based on the counselor's current salary step and the current contract year during which the work is performed.

- N. Compensation for attendance at all Board-required-training sessions, conferences, and workshops outside of normal working hours, as defined above, shall be at the rate of \$20 per hour to a maximum of \$120 per day. This does not include regular teachers' meetings conducted by administrators or attendance at other events normally associated with a teacher's assignment.
- O. Teachers who assume administrative duties in the absence of the building principal shall be paid \$25 per hour.

ARTICLE V WORKING HOURS AND RESPONSIBILITIES

- A. The salary schedule is based upon a normal, weekly teaching load, generally defined as September 1 to the first week in June, during normal working hours provided that within said time, the annual, mandated number of student hours of instruction is met, as allowed to be adjusted by the Michigan Department of Education with professional development hours, if necessary. Teachers' normal working hours shall be from ten (10) minutes before the student start time and end five (5) minutes after the student end time. The Board shall have the right to adjust the normal working hours in the event it is necessary to do so in order to satisfy state requirements pertaining to student instruction time or to receive full state aid. The following responsibilities of the respective teachers shall include:

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

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

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

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

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

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

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

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

ARTICLE VI TEACHING LOAD AND ASSIGNMENT

- A. The normal, daily, teaching load in Grades 6-12 will be six (6) assigned periods and one (1) unassigned, duty-free, preparation period of duration equal to the assigned periods. There shall be a minimum of two-hundred sixty (260) minutes per week of non-teaching prep time
- B. The normal, daily, teaching load at the Elementary Grades K-5 will be equal in length to Grades 6-12.
- C.
 - 1. A Mentor Teacher shall be defined as a Master Teacher, as identified in Section 1526 of the School Code, and shall perform the duties of a Master Teacher as specified in the Code. The Mentor Teacher shall be a member of the bargaining unit.
 - 2. Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher by the Association, with the approval of the Administration. The Mentor Teacher shall be available to provide professional support, instruction, and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources, and information in a non-threatening, collegial fashion. A teacher hired during the school year will be assigned a Mentor Teacher no later than thirty (30) days following his/her hiring.
 - 3. A Mentor Teacher shall be assigned in accordance with the following:
 - A. A Mentor Teacher shall be a tenured member of the bargaining unit, having taught in the Kaleva Norman Dickson School District a minimum of five (5) years with a satisfactory evaluation record.
 - B. Participation as a Mentor Teacher shall be voluntary.

- C. The District shall immediately notify the Association of those members requiring a mentor assignment.
 - D. The Association shall notify the Administration when a Mentor Teacher is matched with a probationary employee (Mentee).
 - E. Every effort will be made to match Mentor Teachers and Mentees who work in the same building and have the same area of certification.
 - F. Each Mentee shall be assigned only to one (1) Mentor Teacher at a time.
 - G. The Mentor Teacher assignment shall be for one (1) year, subject to review by the Administration and Association after eight (8) months.
4. Because the purpose of the Mentor/Mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential.
- Further, the Mentor Teacher shall not be called as a witness in any grievance or administrative hearing involving the Mentee, nor shall the Mentee be called as a witness in any grievance or administrative hearing involving the Mentor Teacher.
- 5. Upon request, the Administration shall make available a minimum of two (2), one-half (1/2) day release times per semester so the Mentor Teacher may work with the Mentee in his/her assignment during the regular work day. Where possible, the Mentor Teacher and Mentee shall be assigned common preparation time.
 - 6. Mentees shall be provided with a minimum of fifteen (15) days of professional development during their first three (3) years of classroom teaching. Every effort will be made to allow for five (5) days each year.
 - 7. Mentor Teachers may receive ongoing, specialized preparation in collaboration with institutions of higher education, the State Department of Education, Intermediate School Districts, and the KNDEA. The District will reimburse the Mentor Teacher for such training, to include fees and mileage. The Association will reimburse for meals and lodging.
 - 8. A Mentor Teacher will be reimbursed \$250 each year the Mentor/Mentee relationship exists, to be paid the first (1st) payroll of June.
 - 9. On or before the 4th Friday of each school year the KNDEA must submit to the Superintendent's office a complete list of Mentor Teachers and their Mentee assignments for approval. The KNDEA, likewise, will advise the Superintendent's office within thirty (30) days of any Mentor/Mentee relationships that commence during the school year.

ARTICLE VII TEACHING CONDITIONS

- A. The parties recognize that optimum school facilities for both students and teachers are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach, and that the

organization of the school and the school day shall be directed at insuring that the energy of the teacher is primarily utilized to this end.

- B. The Board and the Association recognize that thirty (30) pupils is a reasonable class load; therefore, on the fourth (4th) Monday after Labor Day, the Superintendent, Principals, and the negotiation committee from the Association will meet to study the existing class loads and attempt to make necessary adjustments in order to meet the reasonable pupil-teacher ratio, as stated above, to adjust pupils to equipment available, such as in laboratory classes. If for any reason the above maximums are exceeded in any classroom situation, the Board may provide a part-time, adult teacher aide at the request of the individual teacher to perform such non-instructional duties as are delegated to him by said teacher.
- C. The parties will meet at mutually agreed upon times for the purpose of discussing possible improvement of the selection and use of educational and instructional tools.
- D. Teachers in each building shall be assured of access to student records, a copy machine, and a telephone until the end of the teacher workday.
- E. Classroom visits by parents or legal guardians shall be preceded by a minimum of two (2) working days' advance notice to the teacher, along with a written statement by the parent or legal guardian describing the purpose of the visit and the course or subject to be observed. The length of the requested visit shall not exceed one (1) classroom period, or sixty (60) minutes. No parent or legal guardian shall be allowed more than two visits per semester to an individual classroom without demonstrating reasonable cause acceptable to both the teacher and building principal.

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

ARTICLE VIII LEAVES OF ABSENCE

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

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

Year 1

125 accumulated days + 10 = 135 days
135 days - 5 days used = 130 days

Year 2

125 accumulated days + 10 = 135 days
135 days - 11 days used = 124 days

Year 3

124 accumulated days + 10 = 134 days
Etc.

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

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

- B. For leave other than sickness, disability, or emergency, the administration shall be notified forty-eight (48) hours in advance.
- C. Unused or accumulated leave days, upon termination of a minimum of ten (10) years' employment in the KND system, shall be paid for at the rate of \$75 per day, up to a maximum of one hundred (100) days.
- D. Leave of absence without pay shall be granted to tenured teachers upon application and approval of the administration for the following reasons: (NOTE: There will be no credit for increments.)
 - 1. study relative to teacher's licensed field.
 - 2. military service.
 - 3. maternity and child care.
 - 4. teachers who are officers of the Michigan or National Education Association (MEA or NEA) or who are appointed to their staffs.
 - 5. medical reasons.

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

- E. A teacher on leave under Paragraph D above shall inform the Superintendent of his intention to return in writing at least sixty (60) days prior to the end of the school year preceding the school year he wishes to return.
- F. Any leave of absence in excess of a teacher's accumulated leave days shall be deducted at the rate of an increment of one workday, per the current school year's calendar, of the annual salary for each day of absence.
- G. Leaves with pay not chargeable against the teacher's leave-pay allowance shall be granted for the following reasons upon notification of the administration and with the duration of said leave to be determined with the administration at the time of notification, except as set forth in G-1 below:
 - 1. Absence when a teacher is called for jury duty in which event the Board shall pay the difference of his regular salary and the compensation he receives for jury duty.

2. Court of record appearance as a witness in any case connected with a teacher's employment or the school or whenever a teacher is subpoenaed to attend any proceedings.
 3. Approved visitation at other schools or for attending educational conferences or conventions.
- H. Any teacher who is absent because of injury or disease which arose out of or during the course of his employment for which he receives compensation under the Workers' Compensation law may, at his election, receive from the Board the difference between the allowance under the Workers' Compensation law and his regular salary for the number of days he has accumulative leave. This is provided, however, that in the event he received compensation under the Workers' Compensation law and his salary, then there shall be no deduction from any of his accumulative leave benefits provided for in this Agreement.
- I. Bereavement leave of absence will be granted to all bargaining-unit employees. When a death occurs in the employee's immediate family, (i.e., spouse, significant other, parent, step-parent, parent or step-parent of a spouse, child or step-child, brother, sister, stepbrother, stepsister, maternal or paternal grandparent) the employee will be granted up to three (3) days of leave immediately following the death.

ARTICLE IX PERSONNEL FILES

- A. Each teacher shall have the right, upon request to the administration, to review the contents of his personnel file placed there after initial date of employment. A representative of the Association may, at the teacher's request, accompany the teacher for this review.

ARTICLE X TEACHER PROTECTION

- A. The Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining and proper control and discipline in the classroom. The teachers recognize that all disciplinary action and methods involving them shall be reasonable. It shall be the responsibility of the teacher to report to his principal who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.
- B. Any case of assault upon a teacher, which arose out of or in the course of his employment, shall be promptly reported in writing to the Board or its designated representative. The Board will provide, without cost to the teacher, approved legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.
- C. Time lost by a teacher in connection with any incident mentioned in this article, except for gross negligence or gross neglect, shall not be charged against the teacher.
- D. Any complaints worthy of serious note made to the administration by a parent or a student, directed toward a teacher, shall be promptly called to the teacher's attention. No materials of any adverse nature shall be included in a teacher's personnel file without that teacher's having first

seen them and signed them. Such signature shall be required and is not in any way to be considered to denote acceptance of those materials by the teacher but shall only acknowledge that the teacher is aware of their presence in his file. The teacher shall have the right to attach an explanation of rebuttal to any material contained in the file which he feels is of an adverse nature.

- E. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

- F. Freedom of Information Act Requests

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

ARTICLE XI NEGOTIATIONS PROCEDURE

- A. Beginning not later than June 1, 2020 the Association and the Board agree to commence negotiations over a successor Agreement.

ARTICLE XII PROFESSIONAL GRIEVANCE PROCEDURE

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

- F. Failure to appear within the above time limits shall be deemed acceptance of the decision. However, if the decision of the Board is not satisfactory to the Association, the grievance may be appealed to arbitration. The Association may have ten (10) working days to appeal to arbitration. Such appeal shall be in writing and shall be delivered to the Board within the said ten (10) working day period, and if not delivered, the grievance shall be abandoned.

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

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

The decision of the arbitrator shall be final and binding.

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

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

**ARTICLE XIII
SCHOOL IMPROVEMENT TEAM**

- A. The parties agree that the School Improvement Team and its subcommittees serve in an advisory capacity only and that the failure of the Board to place any of its recommendations in effect shall not constitute the basis for a grievance.
- B. School Improvement Team representatives on such committees may be excused upon request from the performance of other work up to six (6) hours per week for the purpose of serving on such committees.
- C. School Improvement Team representatives on leadership teams: 1 Teacher for Elementary, 1 Teacher for Middle School, 1 teacher for High School) may meet up to ten (10) hours per year and will be paid a stipend of \$400 each. By the 4th Friday of the school year, the KNDEA will advise on which members, but the Administration will have the final say.

**ARTICLE XIV
REDUCTION OF STAFF AND RECALL**

Section 1:

“Seniority” shall be defined as the length of continuous service with the school District since the last date of hire. Periods of time spent on approved leaves of absence (see Article X, Paragraph D) shall not constitute a break in continuous service, and seniority shall accrue during such approved periods.

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

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

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

Section 2:

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

**ARTICLE XV
MISCELLANEOUS AGREEMENTS**

- A. This Agreement shall supersede any rules, regulations, or practices of the Board, which shall be contrary to or inconsistent with its term, except for those subject areas that are exclusively within the discretion of the Board or as permitted by law. All individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered a part of the established policies of the Board.
- B. The Board shall post this agreement on the district's webpage.
- C. No service, duty, or activity performed by any teacher during the number of teacher work days of the regular school year shall be rewarded with extra pay excepting those extra duties, services, and activities set forth in the salary agreement.
- D. Increments become effective, and advancement under the salary schedule shall be automatic as of September 1 or February 1 upon completion of fifteen (15) hours, a Master's Degree, or with a full year's teaching experience. It is the employee's responsibility to submit a request for movement across the salary schedule to the BA+15 or to the Master's scale, together with copies of all grade transcripts and any other correspondence from the college or university to support the request, to Business Office personnel on or before August 31st or January 31st in order for the salary change to be effective on September 1st or February 1st. Failure to timely submit the request and/or documentation will result in a delay in the movement across the salary schedule until the following September 1st or February 1st, as applicable.
- E. In addition to the basic teacher's salary as provided in Schedule A, there will be paid a further sum as listed in the attached Extra Duties Beyond Classroom Teaching and Outside of School Hours (Schedule B).
- F. Age shall not be used as criteria for dismissal or retirement.
- G. Over and above the basic salary of each teacher the Board will contribute a percentage of the teacher's salary into the Retirement Fund, per the requirements of the Michigan Public Schools Employees' Retirement Systems (MPSERS).
- H. Travel, meal and conference expenses shall be the responsibility of the individual teacher up front. Reimbursement, after the teacher's return and submission of documented expenses, shall be made by the Business Office within one (1) week of receipt of that paperwork.

**ARTICLE XVI
FRINGE BENEFITS**

- A. Upon acceptance by the insurance company of a written application (new employee or employee changing coverage), the Board shall provide, (see Paragraph E), the premium costs to MESSA for the below stated insurance package, A or B, for a full twelve-month period beginning September 1 of each year for his/her immediate family (spouse and dependent children) and for any other eligible dependents (as defined by the United States Internal Revenue Service). Limited Medicare Supplement premiums shall be paid on behalf of the employee and/or spouse eligible for Medicare, if provided by law. **CHOICES II coverages will be offered.** Both parties agree to periodically review insurance plans specified in this agreement. A sign-up window will be open as soon as feasible. School paid insurance benefits shall be prorated for part time employees who work at

least half time. Less than half time employees shall not be eligible for insurance benefits. Any portion of the insurance premium that the employee is obligated to pay shall be paid by payroll deduction.

PAK A - For employees needing health insurance:

MESSA's CHOICES II	\$500/\$1,000 Deductible - \$10/\$20 Rx Card – Preventive Care and Hearing Care Riders
	NOTE: The District will pay the entire \$300 or \$600 (as applicable) deductible each year (in January) for Pak A members
Delta Dental Plan 75/75/60/75:\$3,000	Dental Sealants Rider – \$1,200 Annual Dental Cap/ Classes I, II, & III Coverages – \$3,000 Ortho Cap, with DPO Rider
Vision	VSP-3 Gold
Negotiated Life	\$100,000 with AD&D
LTD	MESSA Plan I Long-term Disability Insurance for each teacher. Benefits shall begin upon termination of sixty (60) calendar days or upon termination of the teacher's sick leave, whichever is greater, and continue at 70% to age 65 and should include the following additional features: <ol style="list-style-type: none">1. Maximum Monthly Payment - \$5,000.2. No exclusion on mental and nervous conditions.3. No exclusion on alcoholism and drug addiction.4. Social Security freeze.5. Primary Social Security offset.6. Three-year, own-occupation clause.

PAK B - For employees NOT needing health insurance:

Delta Dental Plan 80/80/80/80:\$4,000	Dental Sealants Rider – \$2,000 Annual Dental Cap/ Classes I, II, & III Coverages – \$4,000 Ortho Cap, with DPO Rider
Vision	VSP-3 Gold
Negotiated Life	\$100,000 with AD&D
LTD	Same as in Plan A

Bargaining unit members not electing the MESSA Insurance Package Plan A will select MESSA Insurance Package Plan B. Any contribution amounts exceeding the employer's subsidy (see Paragraph E) shall be payroll deducted. An open enrollment period shall be provided from September 1 through September 30.

- B. Employees newly hired by the employer shall be eligible for employer-paid insurance premiums upon acceptance of a written application by the insurance carrier on the first day of the month during which employment commences. Employees shall have benefits terminated on the first day of the month following termination of employment, if said date is prior to the end of the school year.
- C. The Board agrees to provide the above mentioned benefit programs within the underwriting rules and regulations as set forth by the carrier in the Master Contract held by the policyholder.
- D. Should the employee terminate employment with the District, he/she shall have thirty-one (31) days from the date of termination to convert his/her negotiated, group life insurance coverage and any life insurance offered through the employee's health insurance program to an ordinary life insurance policy, without medical examination. It MAY be possible to retain and transfer some term life insurance coverage to a direct-pay basis. It is the employee's responsibility to check with the insurance carrier.
- E. The Board's obligation to pay the per employee insurance premium cost, including any fees and taxes, shall not exceed \$6,344.80 single subscriber, \$13,268.93 two person, and \$17,304.02 full family.

The Board's obligation to pay the PAC A benefits (Dental, Vision, Life, LTD) shall not exceed:

\$1,320 single subscriber
\$1,826 two person
\$2,783 full family

- F. Section 125 of the IRS Code
The employer shall provide a cash option for those who elect not to participate in Pak A. The cash amount shall be paid at the single subscriber rate of \$6,344.80. The employer shall formally adopt a qualified plan document pursuant to Section 125 of the Internal Revenue Service Code. Members electing an annuity shall do so through a salary reduction agreement, subject to the maximum, allowable annual caps set, per IRS Code, on tax-sheltered withholdings for each employee. The program will become effective on July 1, 1997, or the date determined by the underwriting guidelines of the plan, but not more than ninety (90) calendar days following the adoption of the appropriate resolution by the District and the ratification of this Master Agreement by the parties hereto. Benefits currently being provided to bargaining unit members shall continue as is until the newly negotiated benefits program is in effect. All costs to implement and administer the Section 125 Plan shall be borne by the employer.

**ARTICLE XVII
DURATION OF AGREEMENT**

This agreement shall become effective on September 1, 2017 or as of the date it is ratified by both the Board and the Association and shall remain in full force and effect until the 31st day of August, 2020 and said Agreement shall not be extended orally, and it is expressly understood that it shall expire subject to the provision below on the date indicated.

(e.g., If an emergency financial manager is appointed by the state under the Local Financial Stability and Choice Act, the emergency manager may reject, modify, or terminate this agreement as provided in the Local Financial Stability and Choice Act, 2012 Public Act 436. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).”)

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

**KALEVA NORMAN DICKSON
EDUCATION ASSOCIATION
BY:**

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

Kirsten Amstutz
KNDEA President

Jeanette A. Somsel, President

Kathleen Fairbanks, Secretary

Karen McIntire, Treasurer

**SCHEDULE A
SALARY SCHEDULE**

KND
Teacher Steps 2017-2020

Steps	BA	BA+15	MA
1	35,717	36,217	36,962
2	37,981	38,634	39,729
3	40,241	41,048	42,711
4	42,504	43,461	45,585
5	44,765	45,878	48,462
6	47,029	48,291	51,335
7	49,290	50,705	54,210
8	51,552	53,121	57,084
9	53,815	55,535	59,962
10	56,076	57,950	62,837

Longevity

11 to 13	714	724	739
14 to 16	883	905	924
17 to 19	1,429	1,448	1,479
20 to 22	1,607	1,630	1,663
23 to 25	1,786	1,811	1,848
26+	2,143	2,174	2,218

SCHEDULE B

EXTRA PROJECTS BEYOND CLASSROOM TEACHING & OUTSIDE OF SCHOOL HOURS

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

YRS/EXPERIENCE

1-2-3 4-5-6 7-8-9 10+

INDEX STEP/BASE	1	2	3	4
<u>ATHLETICS</u>				
Varsity Football	10%	10%	10%	10%
Assistant Football	07%	07%	07%	07%
Varsity Basketball	10%	10%	10%	10%
J.V. Basketball	07%	07%	07%	07%
9 th -Grade Basketball	05%	05%	05%	05%
Middle School Basketball	04%	04%	04%	04%
Varsity Volleyball	10%	10%	10%	10%
J.V. Volleyball	07%	07%	07%	07%
9 th -Grade Volleyball	05%	05%	05%	05%
Middle School Volleyball	04%	04%	04%	04%
Boys' High School Track	10%	10%	10%	10%
Girls' High School Track	10%	10%	10%	10%
Assistant High School Track	07%	07%	07%	07%
Middle School Track	04%	04%	04%	04%
Cross Country (Male/Female Combined)	10%	10%	10%	10%
Golf	10%	10%	10%	10%
Varsity Baseball	10%	10%	10%	10%
J.V. Baseball	07%	07%	07%	07%
Varsity Softball	10%	10%	10%	10%
J.V. Softball	07%	07%	07%	07%
Varsity Cheerleading Advisor (Per Season)	05%	05%	05%	05%
J.V. Cheerleading Advisor (Per Season)	04%	04%	04%	04%
<u>OTHERS</u>				
Band Director (Includes Pep Band, Marching Band & Performances)	05%	05%	05%	05%
Play Director	04%	04%	04%	04%
Forensics	06%	06%	06%	06%
Yearbook Advisor (if not part of class schedule)	08%	08%	08%	08%
Yearbook Advisor (if part of class schedule)	04%	04%	04%	04%
Web Page Advisor (if not part of class schedule)	05%	05%	05%	05%
National Honor Society Advisor	03%	03%	03%	03%
High School Student Council Advisor	03%	03%	03%	03%
Middle School Student Council Advisor	02%	02%	02%	02%
High School OM Advisor	05%	05%	05%	05%
High School Quiz Bowl Advisor	05%	05%	05%	05%
Middle School Quiz Bowl Advisor	02%	02%	02%	02%
Ski Club Advisor	03%	03%	03%	03%
<u>YRS/EXPERIENCE</u>				
INDEX STEP/BASE	<u>1-2-3</u>	<u>4-5-6</u>	<u>7-8-9</u>	<u>10+</u>
	1	2	3	4
National Arts Honor Society	03%	03%	03%	03%
Robotics Coach (1 per team)	03%	03%	03%	03%
Math Club	02%	02%	02%	02%

- A. **BAND INSTRUCTOR - Summer Band Commitments:** There shall be no additional compensation for Memorial Day performances. The Band Instructor shall be compensated \$60 for other, summer performances, up to a maximum of three (3) performances. The Board shall determine if the band is to perform.

- B. CLASS ADVISORS - Payable in one lump sum the 2nd payroll of June each year: 9th-Grade - \$200; 10th-Grade - \$200; 11th-Grade - \$400; 12th-Grade - \$700. If there is more than 1 class advisor per class, the sum paid for the position will be prorated among the number of advisors for the class.
- C. CHILD STUDY FACILITATOR/RECORDER – One position to be paid \$700, payable in one lump sum the 2nd payroll of June.
- D. CHILD STUDY CASE WORKERS – Four positions to be paid \$250, payable in one lump sum the 2nd payroll of June.
- E. FCCLA ADVISOR – (If not a part of a class schedule) – One position to be paid \$1,800 in two payments, half at the end of the 1st semester and half at the end of the year.
- F. That it is expressly understood that any assignment in Schedule B as it pertains to coaches and others shall be the sole prerogative of the Board, and, as such, jobs in these categories do not in any way acquire tenure. Failure to appoint in these categories shall not be a basis of any grievance.
- G. All head coaches will be evaluated within thirty (30) calendar days following the conclusion of an activity. It shall be the joint responsibility of the person who performed the athletic assignment and his/her Athletic Director to evaluate the activity. At that time the Athletic Director will inform the person that he/she will not be recommended by the Athletic Director for the position in the following school year or that he/she will be recommended by the Athletic Director for continued assignment to the position. Coaching vacancies and those coaches not recommended for reemployment into the athletic position will be posted. In either event, following the recommendation of the Athletic Director, the Board will act on said recommendation within thirty (30) calendar days.
- H. Coaches who move to a new sport area, or coaches who advance from a lower-level sport to an upper-level (i.e., junior high basketball to J.V. basketball to varsity basketball), will start at the 1st-year of each level. Exceptions will be made for a long-time assistant coach if and when he/she is asked to take over a varsity program. Situations will be evaluated on a case-by-case basis between the Athletic Director and the administration. Coaches moving from upper-level to lower-level positions will carry their experience with them. Coaching experience is based on in-District coaching experience.
- I. If the Board decides to suspend an activity to which a teacher has been assigned, any and all existing contracts and position selections for the activity will be void.
- J. All clubs' trip expenses need to be the sole responsibility of the club. Sponsor's travel cost to State or National competitions (one event per year) to be paid by Board.

APPENDIX A

NONDISCRIMINATION POLICY AND

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

NONDISCRIMINATION POLICY

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

GRIEVANCE PROCEDURES

Section I

Any person believing that the Kaleva Norman Dickson School District, or any part of the school organization, has inadequately applied the principles and/or regulations of 1.) Title VI of the Civil Rights Act of 1964, 2.) Title IX of the Education Amendment Act of 1972, 3.) Title II of the Americans with Disability Act of 1990, 4.) Section 504 of the Rehabilitation Act of 1973, or 5.) the Age Discrimination Act of 1975, may bring forward a complaint, which shall be referred to as a grievance, to the District's Civil Rights Coordinator at the following address: **District Civil Rights Coordinator, Principal; KND School District; 4400 Highbridge Rd; Brethren, MI 49619-5102.**

Section II

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

Step 1 A written statement of the grievance, signed by the complainant, shall be submitted to the District Civil Rights Coordinator within five (5) business days of receipt of answers to the informal complaint. The Coordinator shall further investigate the matters of grievance and reply, in writing, to the complainant within five (5) business days.

Step 2 A complainant wishing to appeal the decision of the District Civil Rights Coordinator may submit a signed statement of appeal to the Superintendent of Schools within five (5) business days of his/her receipt of the Coordinator's response. The Superintendent shall meet with all parties involved, formulate a conclusion, and respond, in writing, to the complainant within ten (1) business days.

Step 3 If unsatisfied, the complainant may appeal through a signed, written statement to the Board of Education within five (5) business days of receiving the Superintendent's response.

dent's response in Step 2. In an attempt to resolve the grievance, the Board of Education shall meet with the concerned parties and their representative within forty (40) days of the receipt of such an appeal. A written copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) days of this meeting.

Step 4

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

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

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

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