

MASTER AGREEMENT

BETWEEN THE

KALKASKA PUBLIC SCHOOLS

AND THE

**NORTHERN MICHIGAN
EDUCATION ASSOCIATION
MEA/NEA**

(Representing the Kalkaska Education Association)

June 2, 2010 to August 31, 2012

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ARTICLE 1

BASIC CONTRACTUAL PROVISIONS

1.1 Agreement

This Agreement is made and entered into this 2nd day of June, 2010, by and between the Board of Education of the Kalkaska Public Schools (hereinafter referred to as the Board), and the Northern Michigan Education Association, MEA/NEA (hereinafter referred to as the Association), representing Kalkaska Education Association Employees.

1.2 Recognition

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

2. Unless otherwise indicated, the term "teachers" as used herein shall refer to all employees in the unit for bargaining as defined above.

1.3 Witnessed

WHEREAS, the laws of the State of Michigan permit public employees and public employers to enter into collective bargaining agreements concerning wages, hours, and other conditions of employment, and

WHEREAS, certain understandings have been reached which the Board and the Association desire to incorporate into a written collective bargaining agreement,

NOW THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

1.4 Extent of Agreement

1. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

2. If any provisions of this Agreement, or any application of the Agreement to any teacher or group of teachers, should be found contrary to law by a court of last resort of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, or to any rule or regulation of the State Department of Education from which rule or regulation has been taken within the time provided for doing so, then said provision or application shall be deemed invalid, except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect. The Association and the Board will meet to bring this Agreement into compliance with the new ruling or regulation.

3. The parties acknowledge that during negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly, waive the right, and each agree that the other shall not be obligated to bargain collectively with regard to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

4. No employee will be discriminated against so as to limit, segregate, or classify said person in any way that tends to deprive any individual of employment opportunities or adversely affect their employment status (firing, compensation, terms, conditions) because of their race, color, religion, sex, national origin, marital status, or membership in, or association with the activities of the Association.

1.5 Duration of Agreement

1. This Agreement shall be effective as of June 2, 2010, and shall continue in effect until August 31, 2012.

2. The parties further agree that prior to the contract expiration date, either party may, upon written notice, open negotiations on the successor agreement.

3. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

1.6 Association Rights

1. The Association shall have the right to use school facilities and equipment in accordance with existing Board Policy.

2. State and National Association officials who are not employees of the local school district shall not be permitted to visit school premises during regularly scheduled school hours, except upon invitation or notification of administration.
3. Association business shall not be conducted during the regular class hours.
4. The Association shall be provided adequate bulletin board space in a place readily accessible to teachers in each school building for the posting of notices and other materials relating to Association activities. All materials posted shall relate to official business of the Association.
5. The Board shall cause to be sent to the Association President a copy of the agenda, minutes and material relating to the minutes for each of its meetings, at the same time said copies are sent to the Board members.
6. Beginning with the 2006-2007 contract year, the Employer will annually pay the local Association President an amount equal to six percent (6%) of his/her salary schedule step. Upon application, said payment will be made throughout the school year.

1.7 Rights of the Board

1. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it (or not withheld from it) by the Laws and Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
 - A. To the executive management and administrative control of the school system and its properties and facilities.
 - B. To hire all employees and subject to the provision of law, to determine their qualifications.
 - C. To establish grades and courses of instruction, including special programs, provide for athletic, recreational and social events for the students, all as deemed necessary or advisable.
 - D. To decide upon the means and methods of instruction, and selection of textbooks and other teaching materials, and the use of the teaching aids of every kind and nature.
 - E. To determine class schedules, the hours of instruction and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to the administrative and non teaching activities, and the terms and conditions of employment.
2. The Exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices

in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of the agreement and then

only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

A. Upon initial employment, each employee shall provide, by certification of his/her private physician, evidence of:

1. Such state of health that he/she is able to attend to assigned duties without undue absence during the ensuing year.
2. Freedom from active tuberculosis and other communicable diseases as may be required by the State of Michigan.

B. Thereafter the employee shall show evidence of his/her continued freedom from active tuberculosis by either a tuberculin skin test or a chest x-ray, and submit such evidence prior to reporting to work with the students under the rules and regulations of the Michigan Department of Health, (as may be required by Public Act 290, Public Acts of 1966, as amended).

3. In order to provide continuing health protection for students and other school personnel, it shall be the policy of the Kalkaska Public Schools that if the employee is unable to take a Mantoux test, a TB x-ray shall be scheduled, the cost of which will be borne by the Board.
4. The Board may, at its discretion, require any teacher to submit to a physical and/or psychological or psychiatric examination at any time. Such required examination shall be paid for by the Board. A written recommendation shall be made available to the Board.

1.8 Teacher Rights

1. Acceptance of the assignment as a supervising teacher shall be voluntary. No more than one (1) extern teacher shall be assigned to any one (1) supervisor at any one time within the same school year (unless the assigned teacher agrees to participate.) Supervising teachers shall be tenured teachers and shall work directly with the local program coordinator to provide opportunities for the extern teachers to observe, practice, and develop the arts and skills of the profession. No supervisor shall be assigned to an extern teacher in consecutive semesters unless the college program is longer than one semester.
2. Upon request, passes shall be provided to teachers and their guests for school sports events.
3. All teacher contracts shall be in writing, and signed by officers of the Board, or an authorized agent of the Board.
4. Contracts (Appendix C) shall be issued simultaneously to all teachers within five (5) working days of the beginning of school.
5. Contracts shall be returned within ten (10) days following issue.

6. In case of a contract grievance, contracts may be held by the teachers until the grievance is settled.

7. No bargaining unit member shall be disciplined without just cause. The term “discipline” as used in this Agreement includes warnings: reprimands: suspensions with or without pay; reductions in rank; compensation, or other actions of disciplinary nature. Any such discipline shall be subject to the grievance procedure, hereinafter set forth including arbitration. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the Union no later than one working day of the time discipline is imposed. Discipline for probationary teachers will follow state law.

8. A program of progressive discipline shall be followed. The following progression of disciplinary action shall be followed prior to the imposition of economic discipline on any member of the bargaining unit:

- A. A written warning
- B. Second written warning
- C. Written reprimand
- D. Suspension with pay

E. The Board shall then adhere to the following progression: One (1) day suspension without pay; three (3) day suspension without pay. Further economic discipline may not be imposed without compliance with the steps set forth above. Any suspension without pay, having a duration of three (3) days or less, shall not affect in any manner the bargaining unit member’s other contractual benefits. Where the Board imposes a discipline outside the normal progression set forth herein, reasonable cause must be shown for the acceleration of the disciplinary program.

9. The bargaining unit employee shall be informed of any item placed in or removed from the personnel file prior to said action taking place.

1.9 Continuity of Operations

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

2. In any situation of severe weather, when in the opinion of the superintendent of schools, or his/her delegated representative, it is necessary to close school, teachers shall be excused from reporting to duty without loss of pay. Similarly, if all schools are closed by the superintendent after classes have commenced, because of severe weather, teachers shall be permitted to leave if they so desire, without penalty. However, in the event a school (or schools) is/are closed because of heating plant failure or other similar emergency, teachers shall be subject to assignment as is determined by the superintendent or his/her delegated representative.

3. When schools are open and teachers are unable to report to work because of severe inclement weather or an act of God or their health and safety are threatened by attempting to report, these teachers may be penalized one personal day for failure to report (if a teacher does not have a personal day, the teacher shall be docked the cost of the substitute for the day).

1.10 Association Dues or Fees and Payroll Deductions

1. All teachers following thirty (30) days after the effective date of this Agreement or thirty (30) days after the commencement of employment shall have deducted from their pay monthly either:

A. Membership Dues of the Association or

B. Representation service fees of the Association, not to exceed the amount of dues uniformly required of membership of the Association, nor the amount as permitted by law in accordance with Association established policies and procedures. Teachers may pay Association dues or the representation service fees directly to the Association in lieu of deduction.

2. The Association shall certify to the Board at the beginning of each school year the membership list of the Association subject to deduction of membership dues and the amount of the monthly Association dues to be deducted. The Association shall also certify to the Board, as soon as the amount is known, the amount of the monthly representation service fees to be deducted. These amounts so certified and deducted shall be forwarded to the Association, provided that when a teacher objects to the proper amount of such deduction, the amount of the deduction contested shall be placed in an escrow account as required by law until a determination of the proper amount of the deduction has been determined in the appropriate administrative and/or judicial forums.

3. The Association agrees to indemnify and hold the Board, including each individual school board member and/or its agents, harmless against any and all claims, demands, costs, suits, damages, awards, judgments or other forms of liability, including but not limited to back pay damages and all court or administrative costs that may arise out of or by reason of any action taken by the Board or its agents for the purpose of complying with the terms of this article. It is specifically and expressly agreed that any payment of any demand arising hereunder shall be made directly from the Association to the demanding party and at no time shall the Board be obligated to pay out any monies for any reason associated with the provisions of this article.

4. Upon written authorization from the teacher, the Board agrees to make voluntary deductions from the salaries of teachers for mutually agreeable purposes, which shall include but not limited to:

- A. TBA Education Credit Union: Upon written authorization by the teacher, the Board shall deduct and forward to the TBA Education Credit Union the amounts authorized.
- B. Tax sheltered annuities: Upon written authorization by the teacher, the Board shall deduct and forward to the specified annuity plan the amount authorized. No more than ten (10) different companies, including MEA Financial Services, shall be designated for such deductions among the teaching staff. The teacher may designate one company for deduction provided there is a minimum of five (5) teachers participating in deductions for that company. Companies, for which deductions are being made as of July 1, 2003, shall be continued for deduction purposes as part of the ten (10) company limit, until there are no longer any teachers participating in the plan.

1.11 School Calendar

1. The school calendar shall consist of 183 work days (180 instructional days; one preparation day at beginning of year, & two inservice days.) Nine additional hours scheduled one hour at a time immediately following the second staff meeting per month. The last two days of each semester shall be the Exam/Record Days with students attending only one-half day.

- A. "Snow day" make up days will be added at the end of the current calendar as needed to insure state-mandated days of student instruction.
- B. Any reference to the term "Snow Days" in this Agreement shall mean days when student instruction is not provided because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, or health conditions as defined by the county health authorities.
- C. If the State Department of Education requires the Kalkaska Public Schools to meet any minimal requirements of student instruction days and/or clock hours in order to avoid monetary penalties, the Association agrees to meet all such requirements. Teachers required to work in excess of 183 days shall be compensated an additional 1/183 of his/her salary for each day in excess of 183.

2. Teachers' services for the school year are fulfilled upon the completion of contract days, when all records are completed and filed in the office of their respective principal.

Calendar 2010-2011

September 1	First Day for Staff – Half Day set aside for Classroom Preparation
September 2	Staff Work Day
September 3	No School
September 6	Labor Day – No School
September 7	First Day for Students
November 1	Staff Inservice – No School for Students; full day for staff
November 4	Parent-Teacher Conferences – Half Day for Students, Full Day plus Evening for Staff
November 5	Half Day for Students and Staff
November 25 – 26	Thanksgiving – No School
December 23	Winter Break Begins
January 3	School Resumes
January 20	Exams-1/2 day for students; Records day; full day for staff
January 21	Exams-1/2 day for students; Records day; full day for staff, End of first semester
February 21	Mid-winter break – no school
March 18	Third Marking Period Ends
March 24	Parent-Teacher Conference; half day students Full day for staff, plus ½ day in evening
March 25	Half Day for Students and Staff; Spring Break Begins
April 4	School Resumes
April 22	Good Friday – No School
April 29	Trout Friday – Half Day for Students, Full Day for Staff
May 30	Memorial Day-no school
May 31	School resumes
June 8	½ day students Records day; full day for staff
June 9	½ day students Records day; full day for staff (10 weeks) End of second semester

- Inservice dates may be changed if agreed upon by both parties.

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

* Calendar includes 183 work days (180 instructional days; one preparation day at beginning of year, & two inservice days. (Nine additional hours scheduled one hour at a time immediately following the second staff meeting per month.)

Kalkaska Public Schools

Calendar 2011-2012

August 31	First Day for Staff – Half Day set aside for Classroom Preparation
September 1	Staff Work Day
September 2	No School
September 5	Labor Day – No School
September 6	First Day for Students
November 7	Staff Inservice – No School for Students; full day for staff
November 10	Parent-Teacher Conferences – Half Day for Students, Full Day plus Evening for Staff
November 11	Half Day for Students and Staff
November 24-25	Thanksgiving – No School
December 23	Winter Break Begins
January 3	School Resumes
January 19	Exams-1/2 day for students; Records day; full day for staff
January 20	Exams-1/2 day for students; Records day; full day for staff, End of first semester
February 20	Mid-winter break – no school
March 22	Parent-Teacher Conference; half day students Full day for staff, plus ½ day in evening
March 23	Half Day for Students and Staff; Spring Break Begins
April 2	School Resumes
April 6	Good Friday – No School
April 27	Trout Friday – Half Day for Students, Full Day for Staff
May 28	Memorial Day-no school
May 29	School resumes
June 6	½ day students Records day; full day for staff
June 7	½ day students Records day; full day for staff (10 weeks) End of second semester

- Inservice dates may be changed if agreed upon by both parties.

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

* Calendar includes 183 work days (180 instructional days; one preparation day at beginning of year, & two inservice days. (Nine additional hours scheduled one hour at a time immediately following the second staff meeting per month.)

1.12 Negotiations Procedure

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

1.13 Definition of Seniority

1. Seniority is the length of service within the District as of the first working day of the employee's most recent hire as a member of the bargaining unit.
 - A. Tenured Association Representatives, by virtue of their position, shall be placed at the top of the seniority list while holding office.
 - B. The District agrees to use the Association's definition of the term "Association Representatives" when applying this Article, but the Association agrees to indemnify and save the Board of Education, including each individual school board member and all authorized agents of the Board, harmless against any and all claims, demands, costs, suits, or any other form of liability (including back pay and all court or administrative agency costs) that may arise out of or by reason of, action taken or not taken by the Board for the purpose of complying with this Article. The Association shall have exclusive right and responsibility to select any legal counsel.
 - C. Super seniority will be granted only to the Association President, Grievance Chair, Building Representatives, and Negotiating Team (4 maximum). A list of those teachers who are to be placed at the top of the seniority list while holding office (and the names of the offices they hold) will be submitted to the Superintendent no later than October 1 of each school year.
2. Teachers shall lose seniority rights if they retire, resign, are discharged, or fail to return from an approved leave of absence within three (3) days of the scheduled date without a valid excuse.
3. An updated seniority list shall be submitted to the Association no later than the end of the first marking period of each year based on the definition of seniority as listed in paragraph "1. A., B. & C." above. Upon request, the Association shall receive a list of bargaining unit members showing each member's position on the salary grid, endorsements, certificates, building and teaching assignments and degrees held (as on file with the Employer).
4. For teachers hired prior to July 1, 1988, the alphabetical order of the employee's last name shall determine placement on the seniority list when there is

a tie as to seniority dates. For teachers hired after July 1, 1988, when there is a tie as to seniority date, teachers shall be placed on the seniority list by ranking high to low according to the last four digits of the teachers' social security numbers.

ARTICLE 2

EMPLOYMENT RELATIONS

2.1 Vacancies, Promotions & Transfers

1. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building or position shall be made in writing, a copy of which shall be filed with the Superintendent and a copy may be filed with the Association. The application shall set forth the reason(s) for the transfer, the school, grade or position sought, and the applicant's academic qualifications. Such request shall be renewed by the teacher once each year to assure active consideration by the Board.

Transfer is defined:

- A. In elementary - a change of grade level and/or building.
- B. In middle school - a change of grade level or subject unless departmentalized and/or building.
- C. In secondary - a change of subject, e.g. Math to English and/or building.
- D. A change from one building level to another, for example, a move from elementary to secondary.

2. Involuntary transfers shall not be made except for valid administrative reasons. Such transfers shall not be for disciplinary, arbitrary or capricious reasons and shall be implemented on the basis of seniority (least senior bargaining unit member transferred first).

3. When a transfer is requested but is not awarded by seniority, the administrator approving the transfer shall provide the higher seniority employee(s) written rationale as to why the transfer was awarded to a less senior employee. The Superintendent, or his/her designated representative, shall give consideration to the preference requested, but may deny transfer if, in his/her opinion, it is in the best interest of the students, teacher and district.

4. A vacancy is defined as position previously held by a bargaining unit member or a newly created position.

5. The Board declares its support of a policy for filling all bargaining unit vacancies from within its own teaching staff. Because the Employer recognizes and encourages members of the bargaining unit to seek promotions in the district, the Employer will interview all internal bargaining unit candidates who apply for and meet the qualifications for supervisory positions as listed in the postings. Whenever a vacancy arises or is anticipated, the Superintendent shall promptly post notice of same on the

bulletin board in each building, for no less than ten (10) days before the position is filled, and notify the Association.

6. Vacancies in the bargaining unit shall be filled on the basis of experience, competency, qualifications of the applicant, and length of service in the District. When the Employer determines that two or more candidates are equally qualified, the employee with the most seniority shall fill the position.

7. Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedure, in addition to the procedures heretofore outlined, shall be followed:

- A. Teachers with specific interests in possible vacancies shall notify the administration of their interest, in writing, during the last regular week of school and shall include a summer address and, if desired, an email address.
- B. Should a vacancy occur, the teachers who have expressed an interest in said position or a similar position shall be contacted by administration via certified mail, or, at the written request of the employee, via email, to the above address and notified of the vacancy.
- C. Upon approval of the building principal, two teachers in the same building may exchange positions by mutual agreement without invoking the vacancy posting and/or transfer provisions of this article.
- D. The teachers so notified shall have the responsibility of contacting the administration indicating their interest in said position within five (5) working days after the date of mailing or the date of the email notice.

8. Promotion is the movement of a teacher to a supervisory position. The Board shall consider all qualified applicants from within or outside the District. The Board's failure to promote any teacher shall not be subject to the grievance procedure.

9. Any teacher who shall be transferred to an administrative position or to an executive position with the Employer and shall later return to a teacher's status, shall be entitled to retain all seniority as he/she may have had under this Agreement prior to such transfer to supervisory or executive status. However, at the end of three full years in administration and out of the bargaining unit, the administrator shall lose all his/her accumulated seniority in the bargaining unit and shall be removed from the seniority list. The administrator shall retain his/her bargaining unit salary schedule credit at the level he/she would have had if he/she had not left the bargaining unit.

10. Whenever new positions are created during the period of this Agreement, the Board shall establish the job and rate of pay which shall be posted. If the Association objects to this rate of pay within thirty (30) days of such posting, the parties agree to negotiate on a new pay scale.

11. Hiring Retirees:

- A. Teachers who have retired under MPSERS may be rehired under the conditions as outlined in 2.1, Vacancies, Promotions & Transfers, recognizing that seniority in the bargaining unit begins with their new date of hire (see 1:13, 2).
- B. Tenure teachers who have retired from Kalkaska Public Schools will regain immediate tenure in the district on the date they return to work after their rehire, pursuant to the Michigan Teachers Tenure Act.
- C. Teachers who have retired under MPSERS, and then hired or Rehired by Kalkaska Public Schools, will be ineligible for Separation Pay, Early Retirement Incentives, Extended Sick Leave Days (4.3, 10), Sabbatical Leave (4.2), and accumulated sick leave pay (see 4.3, 2).
- D. Teachers who have retired under MPSERS, and then hired or rehired by Kalkaska Public Schools (and who have health, dental, and vision insurance through MPSERS), will be ineligible for coverage through the district.
- E. Teachers who have retired under MPSERS, and then hired or rehired by Kalkaska Public Schools will receive salary schedule credit for prior teaching experience, not to exceed five (5) years (see 5.3, 2).
- F. Teachers who have retired under MPSERS, and are then hired or rehired by Kalkaska Public Schools will be paid according to the salary schedule(s) included in this contract at part-time employment and pay which will not conflict with the teacher's ability to draw his/her full retirement stipend (it will be the responsibility of the teacher so hired to provide such retirement data to the district business office prior to signing an individual teacher contract).
- G. Teachers who have retired under MPSERS, and then hired or rehired by Kalkaska Public Schools shall receive prorated sick leave based on their part-time status.
- H. Teachers who have retired under MPSERS, and then hired or rehired by Kalkaska Public Schools shall attend at least a prorated amount of meetings (based on their part-time status).
- I. Teachers who have retired under MPSERS, and then hired or rehired by Kalkaska Public Schools shall pay a prorated amount of Association dues or fees (based on their part-time status).

2.2 Resignations

1. To avoid the possibility of losing his/her tenure, a teacher shall discontinue his/her service with the Board of Education only by mutual consent after July 1st. Written notice shall be given to the Board of Education at least sixty (60) days before the start of the ensuing school year. This resignation shall be acted upon at the regular meeting of the Board of Education.

2.3 Department Chairpersons

The teachers in any department in the middle school or senior high school level or elementary building shall each year select from among their numbers a department chairperson. In those departments/buildings of a school having less than five (5) members, a department chairperson shall be selected among all teachers in similar departments/buildings in the district. The department chairperson shall exercise the coordination of programs and materials and shall serve as instructional liaison between teachers of the department/building and the school administration. Such chairperson shall not be called a supervisory employee nor shall they make administrative decisions. Department chairpersons shall be compensated at their hourly rate for work done beyond the normal seven (7) hour day when requested to do so by their building administrator.

2.4 Teacher Qualifications & Assignments

1. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a Bachelor's Degree from an accredited college or university, and a provisional, continuing, professional or permanent certificate.

2. The employment of teachers whose certification is based on the Michigan full year permit is to be permitted only in cases of absolute necessity and when a fully certificated and qualified teacher has been sought and has not been available. The Association shall be so notified in each instance and the Board shall indicate the extent to which it has endeavored to fill the position with a fully qualified and certificated person. No person whose certificate is based on the Michigan full year permit shall be employed in a regular full-time position for more than two (2) consecutive years.

3. Once hired, it is the responsibility of the teacher to see that he/she continues to be properly certified, and meets all qualifications of his/her position. The state code governing certification shall govern. It is the responsibility of the teacher to provide the Board with an original of his/her certificate properly executed including all valid endorsements. Determinations of certification and qualifications shall be based upon the documentation on file with the Board at the time the decision is made.

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

4. Teachers shall not be assigned outside the scope of their teaching certificates except temporarily and for good cause, and the Association shall be notified in each instance, along with written statement or reasons for such assignment. Temporary shall be defined for the purpose of this Article as not to extend beyond the end of the school year.

5. The administration agrees to provide teachers with tentative teaching assignments on or before June 15th of each school year with the expressed understanding that such schedules shall probably have to be revised by August 15th. Once final schedules are made known at said later date, there will be no change in such assignments until the teacher affected is notified and consulted with in advance. Provided, however, all teachers shall notify the school district of a summer address at which they can be located, and if a certified letter to the teacher is not answered within ten (10) days, within the continental United States, the administrators of the district can make changes in assignments.

6. Teachers who shall be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the middle and secondary grades shall be notified by the district in accordance with paragraph 2.4.5. Such changes shall be on a voluntary or temporary basis as much as possible.

7. Any assignments in addition to the normal teaching schedule during the regular school year, including extra duties enumerated in an attached Appendix, the summer school courses, shall not be obligatory but shall be with the consent of the teacher. Consideration in making such assignments shall be given to those teachers already in said positions and then to tenure teachers regularly employed in the District.

2.5 Tenure Teacher Evaluation

1. The formal evaluation report of tenure teachers shall be the responsibility of the administration.

2. All tenure teachers shall be evaluated at least every three years. The evaluator shall meet with all teachers to be evaluated within 30 days of the start of school to explain the evaluation form, time lines, and expectations. The evaluation form shall be included in the Master Agreement as a part of the Appendix: Appendix H.

3. All tenure teachers shall be evaluated on the classroom teaching process by using at least thirty (30) minutes of classroom observation. Discussion of such classroom observation shall be held with the teacher within ten (10) days of the observation.

4. The parties agree that the teacher evaluation procedure shall provide for informal opportunities for the building principal to record the teaching performance at other times in addition to the formal classroom observation. Discussion of informal observations shall be held within ten (10) days, otherwise the informal observations may not be used as a part of the teacher's evaluation.

5. The evaluation report shall contain positive comments, constructive criticism and suggestions for improvement if applicable. If an administrator believes a teacher is deficient or there is an unsatisfactory performance of assigned duties, the reasons therefore shall be set forth in specific terms as shall the specific ways in which the teacher is to improve. The evaluation report may include the assistance to be given by the administrator and other staff members.

6. The administrator shall hold a conference with each teacher prior to submission of the written evaluation to the Superintendent. The teacher is to receive a copy of the evaluation a minimum of ten (10) days prior to the submission to the Superintendent, which is to occur prior to the end of the teacher work year. A teacher who disagrees with an evaluation or recommendation may submit a written response which shall be attached to the file copy of the evaluation or recommendation in question.

7. Both parties recognize that teachers may engage in legitimate Association activities which shall not be considered in any evaluation.

2.6 Probationary Teacher Evaluation and Mentor Teacher

1. The parties agree that it is the duty of the Administration to evaluate probationary teachers under a procedure which will provide to the probationary teacher a statement of goals for each year of probationary service, identify observed areas of concern, and provide appropriate and specific techniques and/or resources for the improvement of performance.

2. Teachers shall be evaluated by a qualified principal, assistant principal or an administrator who is their immediate supervisor.

3. Pursuant to Section 1526 of the School Code of 1976, each probationary teacher must be assigned a Mentor Teacher who shall serve as a Mentor to the probationary teacher. For each probationary teacher, a Mentor Teacher shall be appointed by the Administration with the approval of the Association.

A. The Mentor Teacher selected shall consent to the appointment. The appointment shall continue throughout the teacher's probationary service with the school district. Either teacher may request a new Mentor be selected at the conclusion of each school year.

B. The Mentor Teacher shall assist the probationary teacher during the term of the appointment. The Mentor Teacher's role shall be formative, he/she shall not be required to provide any information or criticism of the probationary teacher's performance. The Mentor shall not testify in a proceeding regarding the quality of service provided by the probationary teacher.

- C. The building administrator will provide an opportunity to those tenure teachers who would like to be considered as a mentor to volunteer. Appointments will then be on a rotating basis of those who are in good standing according to their last evaluation.

4. Within twenty (20) school days of the start of school or the date the teacher began employment, if the teacher is employed after the start of the school year, the Administration shall meet with the teacher and Mentor or a representative of the Association to prepare the teacher's Individualized Development Plan (IDP – See APPENDIX G). The IDP shall set forth with specificity the goals to be met by the teacher during the school year and the actions to be taken by the teacher in reaching those goals. The goals and the actions to be followed by the teacher must be consistent with the criteria for evaluation contained in the probationary teacher evaluation form set forth in Appendix G of this Agreement and the existing evaluation criteria. The goals and the actions required shall be finalized in written form and signed by the administrator and teacher. As provided for in Section 1526 of the School Code of 1976, the IDP shall include participation in a minimum of fifteen (15) days of in service and/or other similar type training programs (including programs offered by university-linked professional development schools and/or regional seminars). The district shall pay all costs incurred and provide release time without loss of pay to the teacher to attend the training.

5. The administrator shall conduct the observation/evaluation procedure each school year of the probationary period in the following manner:

- A. Probationary Teachers shall be evaluated twice during the school year, the first evaluation concluding with a written evaluation provided to the teacher ten (10) school days prior to the last school day of the first semester. The second evaluation shall conclude with a written evaluation provided to the teacher fifteen (15) school days prior to the last school day of the second semester.
- B. Each evaluation shall be preceded by two classroom observations. Observations shall be a minimum of 45 minutes or one class period, whichever is longer. The approximate dates for the observations shall be scheduled during the IDP conference as provided for in paragraph 2.6.4 and shall be no less than 60 school days apart. Each semester there will be one formal and one informal observation.
- C. Prior to any observation, the administrator shall review the lesson plans of the teacher and notify the teacher of the time period during which the observation shall take place.
- D. Within five (5) school days of the observation, the administrator shall prepare and submit to the teacher at a post observation conference a written summary of the observation. The summary shall set forth those criteria observed and found acceptable. Criteria not addressed shall be considered to have been found satisfactory. For those areas of

performance where concerns are noted or improvements are required, the summary shall list the concerns or improvements and set forth specific recommendations for improvements. A timeline for improvement shall be established and the administrator shall provide appropriate resources necessary to implement the recommendations presented.

- E. The observation process shall conclude with a written evaluation. Areas of performance where concerns are shown or improvement required shall be set forth in writing, a timeline established and specific recommendations for improvement provided. Goals accomplished and new goals established shall be designated. The evaluation will conclude with a determination that the services provided were satisfactory or unsatisfactory.

6. The District's determinations regarding the achievement of specific goals of the IDP shall be subject to the grievance procedure up to and including arbitration.

7. The parties acknowledge and agree that this provision is consistent with the rights provided probationary teachers under the Tenure Act and is drafted in conformity thereto. The rights and remedies provided by this Article are in addition and supplemental to the rights and remedies provided by the Act.

2.7 Personnel Files and Records

1. Pursuant to the guidelines of the "Bullard-Plawecki Employee Right to Know Act," each teacher shall have the right, upon request, to review the contents of the personnel file maintained by the Employer in his/her name (hereinafter referred to as "personnel file"). The teacher may have an Association representative present at the review in the presence of the Superintendent or his/her designated representative. Confidential materials placed in the personnel file prior to the bargaining unit employee's employment, normally sought prior to the time of employment, are specifically exempted from review.

2. The bargaining unit employee shall be informed of any item placed in or removed from the personnel file prior to said action taking place.

3. Any complaint concerning a bargaining unit employee shall be promptly called to his/her attention unless such complaint is exempted by law. If a complaint is found to be true and placed in the personnel file, the bargaining unit employee will be furnished a dated copy of the complaint.

4. If a bargaining unit employee believes the material in the personnel file is inappropriate or in error, he/she may request correction or expungment in writing to the Superintendent and specify therein: name, date, material in question, and reason for the request. The Superintendent or designee shall respond to the request within sixty (60) days. The teacher shall have the right to attach a statement to the file copy of the material in question.

5. In considering disciplinary action against any teacher, the Board shall not take into account any prior disciplinary action if it occurred more than three (3) years prior to such consideration. All disciplinary material allowable under MCL 380.1230b that being Public Act 189 of 1996 placed in the teacher's file shall be removed from his/her file after three (3) years. Any disciplinary action that falls under the professional conduct statute will follow state law.

2.8 Reductions in Personnel, Seniority and Recall

1. Once individual contracts are signed by the staff in the fall of the school year, no layoffs will take place for the rest of the school year unless there is an unexpected, unanticipated, severe financial crisis.

2. In the event a reduction in staff is necessary due to a decrease in students, educational revisions, or budgetary or financial consideration, the following shall be applied:

- A. Prior to initiating any layoffs, the district shall send letters to all teaching staff, soliciting "volunteer" layoffs from anyone in areas which are affected by program cuts.
- B. Inasmuch as possible, normal attrition shall be used. That is, teachers who resign shall not be replaced, or the position shall be filled from within the District, first by those persons laid off or slated for layoff who are certified and qualified, and then from others within the District if there are qualified teachers available in the District.
- C. Should a position be eliminated, the affected teacher shall have the right to "bump" the teacher with the least seniority in an area for which he/she be certified and qualified for the position as it exists. The district is not obligated to restructure teaching positions.
- D. The criteria used to identify those teachers who will be laid off shall be, in order of priority:
 - 1. Seniority (See Section 1.13).
 - 2. Certification and qualification (Qualification shall be defined as meeting the requirements of the appropriate accreditation agency, (i.e. North Central Association and/or the State of Michigan).
 - 3. Teaching experience:
 - a. K - 8
 - b. 7 - 12

- E. Persons affected by elimination of positions or "bumping" shall be notified in person or by certified mail and shall be given five (5) working days from receipt of notification to indicate their desire to exercise their rights to any other position. Such indications shall be made in writing.
- F. Teachers who are laid off shall be called back in reverse order of layoff to fill openings as they arise and as the teacher is certified and qualified. When a teacher is notified of a comparable opening, he/she shall have five (5) working days from the receipt of notification to indicate his/her desire to accept the position. Failure to accept an available opening within five (5) days of notification shall result in loss of all seniority rights. (Reference 38.105, Teacher Tenure Act)

2.9 Commitment to In-Service Education and Conferences

1. The Board of Education shall encourage teachers to actively participate in relevant professional conferences with no loss of pay. The Board of Education further agrees to fully reimburse the tuition costs for college courses requested by the Board.
2. Reimbursement shall be made for expense for professional conferences in the teacher's subject field and to the Michigan Department of Education Curriculum meetings, at the following rates:
 - A. Actual railroad, plane or bus fare. Private car expenses, to conform to the approved IRS rate.
 - B. Meals not to exceed thirty dollars (\$30.00) per day except when specially reserved meals may exceed this amount. Reasonable extra expense will be allowed with receipts.
 - C. Lodging expenses will be paid upon presentation of receipts.
 - D. Teachers shall suffer no loss of pay attending authorized meetings for the improvement of education.
 - E. Requests for permission to attend professional meetings shall be approved by the principal and superintendent of schools, at least two (2) weeks prior to the meeting.
 - F. A report shall be submitted in writing, on the activities of the conferences, with recommendations, if any, for use in the Kalkaska Public Schools.
 - G. Teachers may be called upon to make an oral report to the Association and/or the Board of Education.
 - H. An itemized statement of expenditures must be presented within ten (10) days following the close of the meeting.

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

2.10 Classroom Paraprofessionals

1. Classroom paraprofessionals shall be secured by the administration as conditions require.

2. Paraprofessionals shall be assigned by the principal and be directly under his/her supervision.

ARTICLE 3

TEACHING CONDITIONS

3.1 Academic Freedom

1. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility to inspire meaningful awareness of the respect for the Constitution and Bill of Rights, and to instill appreciation of the values of individual personalities. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.

2. Academic freedom shall be guaranteed to teachers, insofar as practicable, given due consideration to the composition of student groups, student maturity, and standards of the community as relating to the subject matter.

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

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

3.2 Teacher Protection

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

3.3 Instructional Materials

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

3.4 School Equipment

1. The Board shall provide for each teacher:
2.
 - A. A desk, file cabinet, and a lockable storage space.
 - B. Adequate chalkboard and/or whiteboard space in every classroom.
 - C. Copies, exclusively for each teacher's use, of all texts used in each of the courses that the teacher is to teach.
 - D. Adequate attendance books, paper, pencils, pens, chalk, whiteboard markers, eraser, dictionary, and other such material required in daily teaching responsibility.
 - E. Equipment for preparation of instructional materials at no cost to the teacher.

3.5 Teaching Facilities

1. No teacher shall be required to work, maintain or supervise students in areas deemed to be unsafe or unhealthy.
2. The Board shall make available, if possible, in each school, an adequate lunchroom, restrooms and lavatory facilities exclusively for adult staff use. There shall be at least one (1) room, appropriately furnished, reserved for use as a faculty workroom. Provision for such facility shall be made in all future buildings.

3. Whenever vending machines are used in the teacher's lunchroom areas, the profits from all such machines shall be remitted to the building teachers for use in that building.

4. Telephone facilities shall be maintained for teacher's reasonable use. A teacher who needs privacy to speak with a parent regarding a confidential student matter may contact his/her building principal who shall provide a telephone in a private setting.

3.6 Teaching Hours

1. School opening time and dismissal time shall be established by the Superintendent. No modification by the administration shall increase the clock hours beyond seven (7) hours and fifteen (15) minutes per day. The primary purpose of the 15 minutes is to meet state-mandated instructional hour requirements.

2. The Board agrees that the maximum total teacher time excluding extra curricular activities for teachers shall not exceed seven (7) hours, fifteen (15) minutes per day.

3. All Teachers shall receive a duty free uninterrupted lunch period of at least thirty (30) minutes.

4. The Board agrees that elementary teachers shall not be required to be with their students whenever they are receiving instruction by a certified teacher such as art, music, physical education, etc.

5. The Board agrees that elementary teachers will not be assigned recess duties.

6. Each teacher's daily schedule shall include at least one period for conference and preparation time. It is understood that each teacher's conference preparation period shall be commensurate with the length of one instructional period in the secondary schools and at least forty (40) consecutive minutes in the elementary schools. Deviations at the elementary level shall not exceed ten percent (10%) of the elementary staff up to a maximum of five (5) in number. It is understood by the parties that the scheduled preparation period is subject to the total school program, and as a result, such things as miscellaneous programs, field trips, testing programs, emergency class needs, and assemblies may, from time to time, be substituted for preparation time. It is expected that preparation periods will be used for such things as thorough preparation, conferences with parents, teachers, and administrators, and special assistance to students.

7. Teachers may be required to attend up to three (3) night meetings each semester. Teachers shall be compensated at \$22.00 per hour for attendance at these meetings.

8. Staff meetings will be limited to two (2) per month, not more than 60 minutes in length, to be held immediately prior to or after the teaching school day.

9. All teachers may be required to attend meetings of parent-teacher building organizations, or district parent-teacher conferences in their building, and remain on duty throughout the scheduled period of meetings.

10. Teacher participation in extra curricular activities, for which no additional compensation is paid, shall be voluntary.

3.7 Class Size

1. The parties recognize that class size is an important factor in the demands made upon the teaching staff.

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

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

3.8 Reporting to Parents

1. Personal Contacts

- A. Certified Staff, with the exception of the school counselor(s) and the school nurse, will make one personal contact with the parent or guardian of each student once each nine-week marking period in addition to comments on the report card. The personal contact will address the social and emotional aspects of the student as well as addressing academic achievements. Parent or guardian contacts may be person to person, by phone, or written narrative.
- B. In buildings where students are shared by certified staff, responsibilities will be assigned to instructors rotating each marking period, providing multiple and varied contacts for each student throughout the school year.
- C. Personal contacts will begin no later than the fourth (4th) week after the beginning of the school year.
- D. Documentation of Personal Contacts may be required by the building administrator.

2. Academic Reports

- A. Official reports of academic progress will be given within three (3) days after the end of each month except for the month that the nine-week marking period ends.
 - 1. Monthly reports will include achievement, reflect assignments not completed and behavioral issues that need addressing.
 - 2. Opportunities for parent feedback will be encouraged.
- B. The cumulative marking period academic report card will serve as the monthly report during the month it is required.
- C. Academic report cards will be sent home four (4) times per year at nine (9) week intervals. The report will be provided to the parents and students on the Wednesday following the close of the marking period.
- D. Monthly academic report forms shall be developed by each teacher to best meet the needs of his/her classroom and students.

ARTICLE 4

LEAVES OF ABSENCE

4.1 Professional, Personal, Unpaid and Association Leave

1. Professional Visiting Day

- A. Each teacher, upon recommendation of the principal, shall be granted time to visit other schools. The purpose of this visit shall be to observe some innovation in the field of the teacher's interest. Teachers shall suffer no loss of pay.
- B. These visiting days are to be approved by the principal of the school to be visited.
- C. A written report shall be made on the result of such a visit to the school principal, and then a meeting may be scheduled to report and discuss such visits with the Association, and/or the Board.

2. A leave of absence shall be granted to a teacher called for jury duty or court subpoena. The District agrees to pay an amount equal to the difference between the teacher's salary as computed on a daily basis and the daily duty fee paid by the court. The employee has the right to turn over his/her jury duty check minus the mileage amount to the District so that a regular paycheck may be issued.

3. Leave Days

- A. All teachers regularly employed shall be granted two (2) days of leave per year with full daily pay. Leave means an activity that requires the teacher's presence during the school day, and is of such a nature that it cannot be attended to at a time when school is not in session. Only the second of these days requires that the teacher state the reason for the absence. The Superintendent may limit the number of regularly employed teachers absent at any one time.
- B. Each regularly employed teacher shall be granted two (2) additional days of leave for an activity that requires the teacher's presence during the school day, and is of such a nature that it cannot be attended to at a time when school is not in session, provided they pay their own substitute and there is no expense to the District. This additional leave must state the reason and have the approval of the principal. The Superintendent may limit the number of regularly employed teachers absent at any one time.
- C. Each year, members shall have the option to gain personal days by exchanging two (2) sick days for one (1) personal day once the first four days have been used. Exchange of sick days for personal days will require the superintendent's approval.
- D. Requests for two (2) consecutive work days require a specific reason before such leave days are granted. It is expressly understood by both parties that such leave days are not to be used for shopping, social or recreational activities, or in conjunction with any other school holiday period.
- E. Two (2) personal leave days (A), if not used, shall be "rolled over" into that teacher's accumulated sick leave and compensated at his or her sick day rate.
- F. During the months of May and June, no more than two (2) teachers shall be allowed to take a leave day pursuant to this section on the same day.

4. Bereavement

- A. Each teacher shall be granted three (3) days leave in case of death in the immediate family: Husband, wife, mother, father, brother, sister, children, grandchildren, father and mother-in-law, aunt and uncle, niece and nephew, brother and sister-in-law, sister and brother-in-law, daughter and son-in-law, son and daughter-in-law, grandparents of member or spouse, and dependent living in the immediate household.
- B. A leave of one (1) day shall be granted to each teacher to attend the funeral of any other near relative.

- C. Travel time is not to exceed three (3) days. Such time shall be allowed without loss of pay.
- D. Funeral leave shall be granted without loss of pay or sick leave days.

5. Family: In the event of illness, or other emergency in the teacher's immediate family (husband, wife, mother, father, brother, sister, children, grandchildren, father and mother-in-law, aunt and uncle, niece and nephew, brother and sister-in-law, sister and brother-in-law, daughter and son-in-law, son and daughter-in-law, grandparents of member or spouse, and dependent living in the immediate household), a leave not to exceed three (3) days shall be granted. If needed, an extension shall be granted upon application to the Superintendent of Schools.

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

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

This year is to be without pay. If the leave is for education, travel or purpose which is beneficial to the school, the teacher shall receive one year's credit for advancement on the salary schedule, i.e. a teacher on the fourth (4th) step at the end of the year shall return after one year to the sixth (6th) step. Any other leave shall be granted without credit for advancement unless it is specified in writing by the granting authority.

7. Teachers on a leave of absence for a specified period of time shall be returned to their previous position if at all possible or to a position of like nature in compliance with the terms of this agreement. Teachers must submit written notification of their intended return by the first Friday in April.

8. Military Leave. To comply with Federal Law.

9. The Association shall have ten (10) days paid leave for its members to conduct Association business, and the Board shall be reimbursed for the cost of the substitutes for the absent member(s) from the Association.

4.2 Sabbatical Leave

1. Sabbatical leave shall be interpreted as leave from active duty, granted to any teacher after seven (7) years service in the Kalkaska Public School System (or schools becoming a part of the system, prior to the date of this contract) for the purpose of improving instruction in the Kalkaska Public Schools. Sabbatical leave may be granted for a period of up to one (1) year or one (1) semester, as may be recommended by the Superintendent of Schools. Final approval of those applicants selected by the Superintendent shall be made by the Board of Education at the January Board Meeting.

2. The application for sabbatical leave must be submitted, in writing, to the Superintendent on or before December 15.
3. Before approval is given, a qualified acceptable replacement must be available for the period for which the leave is to be granted.
4. Remuneration to a teacher granted such leave shall be at the rate of one-half (1/2) the yearly salary and payment shall be made on a regular payroll basis of twenty (20) or twenty-six pays.

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

5. In determining its recommendations or requests for sabbatical leave, the Superintendent shall base decisions on the following basis:
 - A. The extent of the applicant's professional study, growth, contribution and successful services during preceding years.
 - B. The extent to which plans submitted for use of time while on leave are definite and educationally constructive.
 - C. Length of period of active service in the Kalkaska Public School System.
 - D. Reasonable and equitable distribution of applications among the different levels and department levels and departments in the system.
 - E. Order in which applications are received.
6. Upon return from sabbatical leave, the teacher must submit an appropriate report to the Superintendent. If an abuse of the leave is apparent, the teacher shall reimburse the school district for an average appropriate amount of monies paid while on sabbatical leave and the right of return to the system shall be considered forfeited.
7. Increment in the salary schedule and sick leave credit shall accrue and be granted when the sabbatical leave is completed.
8. A teacher, upon completion of a sabbatical leave, shall return to the Kalkaska Public school System for a period of at least one (1) school year.
9. A teacher not returning to the Kalkaska Public School System for reasons other than health, upon completion of sabbatical leave, shall reimburse the Kalkaska Board of Education for all monies received from them during this leave.
10. Each applicant shall receive a written response to the application.

11. Upon return, the Board of Education shall place the teacher in the same position held before the leave.

12. If sabbatical leave is granted, all other provisions of reimbursement for educational travel credits shall be forfeited during the period of the sabbatical.

4.3 Illness or Disability

1. All teachers regularly employed for the school year who are absent from duty because of illness and/or physical disability including maternity, shall be allowed annual sick leave on a full daily pay at the rate of ten (10) days per year. These ten (10) days shall be credited to the teacher's account at the beginning of the school year.

2. Each teacher shall be entitled to accumulate the unused portion of each year's sick leave to a maximum of one hundred (100) days. If, at the end of the year, a teacher has accumulated sick leave up to one hundred ten (110) days, the teacher shall be paid for each day over one hundred (100) at the substitute rate in effect at that time.

3. All teachers shall follow the reporting procedures outlined by the administration at the start of school year.

4. Teachers who are absent the last workday before and/or the first workday after a holiday may be required to submit a doctor's statement for that day. Failure to submit the required statement for such absence(s) shall result in loss of pay for day or days absent.

5. In the case of an illness or an injury compensated for by Worker's Compensation the teacher's pay shall be the difference between his/her regular daily salary and the amount paid by the Worker's Compensation Insurance. Sick leave days shall be charged in the same proportion as amount paid by the Board of Education.

6. Teachers employed on a part-time basis, or for a part of the school year, shall have sick leave allowance in proportion to the time employed.

7. A statement of the teacher's sick leave account shall be presented to each teacher no later than the fourth Monday following Labor Day and/or the opening of the school year.

8. A teacher reporting for duty at the beginning of his/her workday who is forced to leave because of illness or accident any time after two (2) hours of duty shall be considered absent for sick leave purposes for one-half (1/2) day. If forced to leave because of illness or injury after two-thirds (2/3) of the working day has been completed, he/she is to be considered present the entire day and no deduction of sick leave or salary is to be made.

9. If a teacher is absent for a period of more than three (3) consecutive contract days, he/she may be required to present a doctor's certificate covering the full period of absence for which he/she is to be paid.

10. Extended Sick Leave: In a case where a teacher may require sick leave beyond his/her number of accumulated leave days, the teacher may qualify for Extended Sick Leave at sixty percent (60%) of his/her daily pay.

A. Upon the use of all accumulated sick leave and upon written application to the Superintendent of Schools, the teacher shall qualify for Extended Sick Leave days; needed to qualify for Long Term Disability benefits as contained in the teacher's MESSA PAK.

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

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

C. The extended Sick Leave provision may only be utilized once per year for a recurrent illness.

D. Applications to the Superintendent for Extended Sick Leave shall be made in writing and must be accompanied by the school district's form (Appendix E). The application shall include a physician's certification that the employee is unable to work for medical reason.

E. Section 1.7.4 of this Agreement may be applied to this provision at the Board's discretion.

F. Teachers returning from an extended sick or disability leave shall normally be returned to their previous position no later than the beginning of the next semester, if the position still exists.

12. In case of partial disability which may incapacitate the teacher from discharging his/her full teaching duties, such teacher's assignments may be adapted to his/her ability and proportional salary adjustment made.

A. Certification of a medical doctor must be on file approving such assignment.

- B. Assignments shall be made at the discretion of the administration and within the area of teaching competence.

4.4 Family and Medical Leaves

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

ARTICLE 5

COMPENSATION AND BENEFITS

5.1 Insurance and Benefits

During each year of this Agreement, the Employer shall provide, without cost to the full-time bargaining unit member, MESSA CHOICES II PAK Plan A or B.

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

Health	MESSA CHOICES II with a \$10.00/20.00 full reimbursement during the first five business days of each month. (The difference between \$5.00 and \$10.00.)
LTD	66 2/3%, 90 calendar days, modified fill \$2,500 maximum Social Security Freeze Alcoholism/drug addiction - 2 years Mental/nervous-same as other illness
Delta Dental	60 - Preventative / 60 - Restorative / 60 - Bridges & Dentures / 60 - Orthodontics: \$600
Negotiated Life	\$20,000 AD & D
Vision	VSP-2

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

Delta Dental	75 - Preventative / 75 - Restorative / 60 - Bridges & Dentures / 75 - Orthodontics: \$1,200
Vision	VSP-3
Negotiated Life	\$30,000 AD & D
LTD	Same as above

Deferred compensation through TBA Education Credit Union or a MEA Financial Services 403-b tax-deferred annuity at the difference between the cost of Plan B and the single subscriber rate for MESSA CHOICES II.

5.2 Salary Schedules

2009 2010 salary		2010- 2011		2011 - 2012	
BA		0.50%	SALARY	0.50%	SALARY
	Step				
	1	162	32416	163	32741
	2	165	33051	166	33382
	3	172	34491	173	34837
	4	180	36004	181	36365
	5	188	37517	189	37893
	6	195	39030	196	39421
	7	202	40453	203	40859
	8	210	42057	211	42479
	9	218	43568	219	44005
	10	225	45082	227	45534
	11	233	46594	234	47061
	12	233	46594	234	47061
	13 -15	233	46594	234	47061
	16 - 18	233	46594	234	47061
	19 - 21	233	46594	234	47061
	22+	233	46594	234	47061

2009 - 2010		2010 - 2011		2011 - 2012	
BA+18		0.50%	SALARY	0.50%	SALARY
	Step				
	1	166	33294	167	33628
	2	172	34491	173	34837
	3	180	36004	181	36365
	4	188	37517	189	37893
	5	195	39030	196	39421
	6	203	40543	204	40949
	7	210	42057	211	42479
	8	218	43568	219	44005
	9	225	45082	227	45534
	10	233	46594	234	47061
	11	241	48106	242	48588
	12	248	49620	249	50117
	13 -15	255	51058	257	51570
	16 - 18	262	52498	264	53024
	19 - 21	270	53936	271	54477
	22+	277	55376	278	55931

2009 - 2010			2010 - 2011		2011 - 2012	
MA	BA+45	0.50%	SALARY	0.50%	SALARY	
Step						
	1	36428	182	36610	183	36793
	2	36991	185	37176	186	37362
	3	38505	193	38698	193	38891
	4	40016	200	40216	201	40417
	5	41530	208	41738	209	41946
	6	43041	215	43256	216	43472
	7	44555	223	44778	224	45002
	8	46069	230	46299	231	46531
	9	47582	238	47820	239	48059
	10	49094	245	49339	247	49586
	11	50607	253	50860	254	51114
	12	52120	261	52381	262	52643
	13-15	53631	268	53899	269	54169
	16-18	55144	276	55420	277	55697
	19-21	56654	283	56937	285	57222
	22+	58165	291	58456	292	58748

2009-2010			2010 - 2011		2011 - 2012	
MA +15	BA+60	0.50%	SALARY	0.50%	SALARY	
Step						
	1	37943	190	38133	191	38323
	2	38505	193	38698	193	38891
	3	40016	200	40216	201	40417
	4	41530	208	41738	209	41946
	5	43043	215	43258	216	43475
	6	44555	223	44778	224	45002
	7	46069	230	46299	231	46531
	8	47582	238	47820	239	48059
	9	49094	245	49339	247	49586
	10	50607	253	50860	254	51114
	11	52120	261	52381	262	52643
	12	53632	268	53900	270	54170
	13-15	55188	276	55464	277	55741
	16-18	56743	284	57027	285	57312
	19-21	58298	291	58589	293	58882
	22+	59855	299	60154	301	60455

2009 – 2010		2010 - 2011		2011 - 2012	
MA+30	BA+75	0.50%	SALARY	0.50%	SALARY
Step					
1	39454	197	39651	198	39850
2	40016	200	40216	201	40417
3	41530	208	41738	209	41946
4	43043	215	43258	216	43475
5	44555	223	44778	224	45002
6	46069	230	46299	231	46531
7	47582	238	47820	239	48059
8	49094	245	49339	247	49586
9	50607	253	50860	254	51114
10	52120	261	52381	262	52643
11	53632	268	53900	270	54170
12	55146	276	55422	277	55699
13-15	56744	284	57028	285	57313
16-18	58344	292	58636	293	58929
19-21	59942	300	60242	301	60543
22+	61542	308	61850	309	62159

In addition to the above on-schedule increases, a 1.0% annuity shall be paid by the Employer into each Bargaining Unit Member’s MEA Financial 403b account for the **2010-2011** school year. This payment shall be made prior to June 15, 2011, and the Employer shall notify each Employee of the exact payment date.

In addition to the above on-schedule increases, a 1.0% annuity shall be paid by the Employer into each Bargaining Unit Member’s MEA Financial 403b account for the **2011-2012** school year. This payment shall be made prior to June 15, 2011, and the Employer shall notify each Employee of the exact payment date.

5.3 Professional Compensation

1. The basic salaries of teachers covered by this Agreement are set forth in Article 5.2, which is incorporated in this Agreement. Such salary schedules shall remain in effect for the designated periods.
2. Experience. All teachers shall be given, not to exceed five (5) steps, credit for prior teaching experience. Prior teaching experience shall be at the rate of one (1) step for each year of experience.
3. Military Experience. Teachers may be granted, not to exceed two (2) steps on the salary schedule for military service, provided such military service was performed after he/she had received a valid teaching certificate or license. But, in no event, shall military experience and outside experience exceed seven (7) steps.
 - A. Military allowance shall be set at the rate of not to exceed two (2) years military service for one (1) year’s allowance.

- B. Allowance for prior service and prior military service is not retroactive.
4. A teacher's daily rate shall be determined by dividing his/her contractual salary for the year, by the contract days in the school year.
 5. A teacher's hourly rate shall be determined by dividing his/her daily rate by seven (7) hours.
 6. Increments become effective the first contractual day of each year. Teachers entitled to such consideration shall be granted specified increments as per salary schedule and assigned to the next higher step.
 7. Advancement from one schedule to another shall be effective as of the first contractual day of the school year following the completion of the required academic and professional courses.
 8. Teachers hired during the year shall have their salary calculated according to the adopted salary schedule. This figure shall then be divided by the total contract days to establish a daily rate. This daily rate shall be multiplied by the contract days remaining in the school year. This figure shall be the contracted salary figure.
 9. Teachers involved in extra duty assignments set forth in Article 5.4, which is incorporated in this Agreement, shall be compensated in accordance with the provision thereof. A contract (Appendix D) shall be completed and signed at the start of the activity with payment to be made as designated in the contract.

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

10. The contractual salary shall be divided into twenty-six (26) pays. Upon request of the teacher, two weeks prior to the time the first payroll check is to be received, a teacher may be paid biweekly, on a twenty (20) pay schedule. When twenty-six (26) pay periods would cause teachers to miss one pay period (during a twenty-seven pay period year), the contractual salary shall be divided into twenty-seven (27) or twenty (20) pay periods.
11. Teachers shall be paid biweekly, on a twelve (12) month basis, with the following exceptions:
 - A. Those teachers who retire at the close of the school year shall receive all pay due them on or before June 30th.
 - B. In the event that a teacher retires during the school year, he/she shall be paid in full for services rendered prior to the initial month of retirement.
12. If a teacher expects to complete sufficient approved courses by August 30th of any year for advancement on the salary schedule, written notice shall be given to the Superintendent no later than March 31st, in order that the amount may be included in the school budget.

13. Teachers required to drive personal automobiles from one school to another in the course of their work (including extra-curricular work which requires them use their personal automobile to go to another district) shall receive a car allowance at the same rate established in 2.9.2.A. The same allowance shall be given when the bargaining unit employee is required to use his/her personal car for field trips or other business of the District (including Schedule B assignments which requires the use of their personal automobile to go to another district). Teachers must have pre-approved permission to seek reimbursement. Forms will be available at the Central Office. Teachers are to submit mileage reports requesting reimbursements on a semester basis. The Board shall provide liability insurance protection for teachers when their personal automobiles are used as provided in this section.

14. Rates for summer school positions shall be determined by the Board. In the event the Board determines to maintain a summer school program, the Board shall follow the language contained in Section 2.1.

15. Substitute teacher's salary shall be set by the Board, but no less than seventy dollars (\$70.00) per day.

A. The administration has the authority to assign teachers to substitute for absent teachers, on a rotating basis when possible, during their conference period, or other period when available, providing every effort has been made to secure a regular substitute teacher.

B. Such regular teacher shall receive twenty dollars (\$20.00) for each period he/she substitutes and loses his/her conference period.

16. Any teacher required to work beyond his/her contractual year shall be compensated at his/her daily rate.

17. Any teacher taking an extra class assignment in lieu of preparation time shall be compensated at sixteen percent (16%) of his/her regular salary.

18. Bargaining unit members shall be paid \$20.00 per hour for work assigned outside their normal work day (when such work is not covered in another section of this contract). Work must be assigned by the superintendent or his/her designated representative and authorized prior to commencement. Forms will be available through the Central Office.

5.4 Extra Curricular Compensation

1. All extra pay assignments are non-tenure assignments.

2. Interscholastic Sports

		SPORTS	
Basketball - Girls		Cheerleading	
Head Varsity Coach	12%	Varsity Coach	6%
Junior Varsity Coach	8%	Junior Varsity Coach	4%
Freshman Coach	6%		
8th Grade Coach	5%	Cross-Country	
7th Grade Coach	5%		

6th Grade Coach	2%	Varsity Boys Coach	6%
5th Grade Coach	2%	Varsity Girls Coach	6%
4th Grade Coach	2%		

Football

Head Varsity Coach	12%	Middle School Boys	3%
Ass't Varsity Coach (2)	8%	Middle School Girls	3%
Junior Varsity Coach (2)	8%	Golf	
Freshman Coach (2)	6%	Head Coach	6%
8th Grade Coach (2)	5%		

Basketball - Boys

Head Varsity Coach	12%
Junior Varsity Coach	8%
Freshman Coach	6%
8th Grade Coach	5%
7th Grade Coach	5%
6th Grade Coach	2%
5th Grade Coach	2%
4th Grade Coach	2%

Cheerleading

Varsity Coach	8%
Junior Varsity Coach	6%
M.S. Sponsor	2%
Skiing	
Head Boys Coach	5%
Head Girls Coach	5%

Volleyball

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

Wrestling

Head Coach	10%
Assistant Coach	8%

Track

Varsity Boys Coach	9%
Assistant Boys Coach	6%
Varsity Girls Coach	9%
Assistant Girls Coach	6%
8th & 7th Grade Boys	3%
8th & 7th Grade Girls	3%

Baseball

Head Varsity Coach	9%
Junior Varsity Coach	6%
Softball	
Head Varsity Coach	9%
Junior Varsity Coach	6%

Soccer

Boys	9%
Girls	9%

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

YEAR ROUND

Facility Managers

Fall	4%
Winter (2)	4%
Spring	4%
Middle School (full yr.)	4%

Athletic Directors *

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

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

EXTRA CURRICULAR COMPENSATION

Advanced Placement Instructors	10%
High School Band Director	7%
Middle School Band Director	3%
HS/MS Vocal Director	3%
Drama/Production	3%
Activities of the Mind - (1) HS & (1) MS for each activity	2%
(Minimum \$600 per individual team) (Includes Science Olympiad, Odyssey of the Mind, Future Problem Solving, Math Counts, Close Up, etc.).	
Bus Duty/Lunch Monitor High School, Middle School, Elementary	2%
<i>(anyone receiving 2.25% shall continue to receive this as long as he holds the position.) Based upon a minimum of thirty minutes of duty as assigned by the building principal.</i>	
Homework Lab HS, MS, Elementary	\$20 per hour
Middle School Yearbook	2% <i>(after the position is vacated by the individual currently filling this position)</i>
School-To-Work Teacher	\$1,500 per semester

ANNUAL COMMITTEE APPOINTMENTS AND ASSIGNMENTS

Committee pay:

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

Head Class Sponsors

Seniors	2%
Junior	4%
Sophomore	2%
Freshman	2%
National Honor Society	3%
Student Council - (2) H S	3%
Student Council - (1) M S	3%
Student Council-(1) Upper Elem	1%
Newspaper (High School)	3%
Newspaper (Middle School)	2%
Yearbook (High School)	3%

Yearbook (Middle School)	2%
Clubs	3%
M. S. Clubs (pre-approved)	2%
(Should include Art, Languages, Camera (including yearbook photos), BOEC, FHA, etc.)	
Dances, Sponsors - after games	\$ 20.00 each
Vocational Certificate	\$500.00
Mentor Teacher	\$500.00

This stipend shall be paid to members working in the traditional mentor program and when required to a different grade level/department (i.e. includes mentoring for probationary and non-probationary teachers) when authorized by the district.

INTRAMURAL COORDINATORS

Football	
(6th & 7th Grade)	2%
Basketball	
6th Grade Girls	2%
6th Grade Boys	2%
5th & 4th Grade Girls	2%
5th & 4th Grade Boys	2%

PAY FOR THESE ACTIVITIES SHALL BE DETERMINED BY MULTIPLYING THE SALARY AT THE APPROPRIATE STEP (STEP IMPLIES YEARS OF EXPERIENCE IN A GIVEN ACTIVITY) ON THE B.A. SCALE BY THE PERCENTAGE ASSIGNED TO THE POSITION.

3. In the event that Cross Country Varsity Boys and Varsity Girls Coaching positions are combined into a Varsity Cross Country Coach and an Assistant Cross Country Coach, or the Head Boys Skiing Coach and Head Girls Skiing Coach position are combined into a Head Skiing Coach and an Assistant

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

ARTICLE 6

OTHER

6.1 District Advisory Committee

1. The composition and structure of the District Advisory Committee shall be as follows:
 - A. The District Advisory Committee shall be composed of five (5) members. One member shall be elected from each building to a four-year term. Terms shall be staggered by building.
 - B. All teachers serving on the District Advisory Committee must have tenure status.
 - C. An annual meeting shall be held in September to organize the committee.
 - D. Meetings of the committee shall be called by the Chairperson at the request of any member.
2. Purposes of the Committee:
 - A. To safeguard professional ethics.
 - B. To help maintain a high standard of professionalism by recommending methods of facilitating the assistance of teachers in orientation and/or professional improvement, including the long-used and honored "Big Brother," "Big Sister" method.
3. The duties of this committee shall be as follows:
 - A. To assist probationary teachers in attaining and maintaining satisfactory professional standards.
 - B. To assist tenure teachers in professional improvement and maintaining satisfactory professional standards.
4. For teachers on probation, or those on tenure performing below satisfactory standards, a minimum of two (2) observations and conferences shall be held with their administrator prior to any referral by the principal to the committee.
5. Principals of teachers deemed to be performing below satisfactory standards shall meet with the committee, review the problem area(s) and steps taken. The committee shall work with the principal and the teacher to develop a corrective program.
6. All meetings of the District Advisory Committee shall be held completely confidential.

6.2 Curriculum Development Council

1. The Curriculum Development Council of the Kalkaska Public Schools shall be established through Board Policy and shall serve as the "vehicle" for evaluation and improving the district's program of instruction. More specifically, the Curriculum Development Council shall be responsible for coordinating and facilitating the efforts of the instructional staff in the following areas:

- A. Assessing program needs within the context of ever changing federal, state and local environments.
- B. Examining subject content, student performance behaviors, and program delivery systems.
- C. Organizing the program of instruction into a uniform and consistent written format.
- D. Evaluating the District's testing program and analyzing student test results as they relate to curriculum and student achievement.
- E. Developing, organizing and approving proposals for program change and submitting them to the Administration and Board of Education.
- F. Helping to develop activities for teacher in-service education.

2. Membership in the Curriculum Development Council shall consist of one teacher representative from each grade level. At the secondary level, this representation may be decided by subject area representation but with no more representatives than the number of grade levels housed in the building. At the elementary level, there must be at least one member from each building.

3. Should vacancies arise in the Curriculum Development Council, replacement committee members will be selected by the appropriate administrative department following posting of the opening. The Administrator(s) overseeing that grade level or department will then recommend a replacement to the CDC who will elect a replacement. Should any of the recommendations not be approved, the Coordinator of the Curriculum Development Council shall state the reason(s), in writing, which justify the rejection.

4. The Superintendent or his/her designee shall be the Coordinator of the Curriculum Development Council. The Coordinator shall provide an agenda, lend support, guidance and direction when need. Building principals, teacher representatives and the Coordinator will be voting members of the council.

6.3 Special Education

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

Further, the parties recognize that whether any handicapped student's participation in regular education programming can be achieved satisfactorily will depend upon the multiplicity of factors including, most notably, proper planning and coordination of the student's regular and special education programming, appropriate supportive assistance to regular education personnel (e.g., training regarding the teaching/training of the handicapped student in the regular education classroom, access to consultive special education personnel and provisions for support personnel) and the reasonableness of the demands placed upon regular education classroom personnel (and the non-handicapped students in those regular education classrooms).

2. **IEPC Participation:** Any bargaining unit member who will be providing instructional or other services to a handicapped student in a regular education classroom setting shall be invited, in writing, to participate in the Individual Educational Planning Committee (IEPC) which may initially place (or continue the placement of) the student in a regular education classroom. A substitute shall be provided for any teacher so involved.

3. **Calling IEPC:** If any bargaining unit member, in writing, advises the Employer of a reasonable basis to believe that a handicapped student's current Individual Educational Planning Committee (IEPC) report is not meeting the student's unique needs as required by law, Employer shall forthwith call an IEPC. The member so advising Employer shall be invited to, and attend, the IEPC.

4. **IEPC Training/Information:** Before any bargaining unit member shall be directed to participate in an Individual Educational Planning Committee (IEPC) meeting, the member shall be provided with specific information regarding:

- A. **The Multi-disciplinary:** Evaluation Team (MET) and Individual Educational Planning Committee (IEPC) processes and the role and responsibilities of the member and other participants in the IEPC.
- B. **The special education program and related service options** which might address the individual needs of any handicapped student.

5. **Support for Regular Educational Personnel:** The parties recognize the extent to which a handicapped student can participate in regular education programs and services and whether such participation can be achieved satisfactorily, will depend in large part upon the training and other support provided the regular education personnel responsible for instructing the handicapped student.

6. **Proportional LRE:** In implementing LRE, the Employer shall assign handicapped students to the buildings and classrooms that the students would normally attend if the students were not handicapped.

7. **Start/End Times:** The parties acknowledge that for the integration of the handicapped student to be both appropriate and satisfactorily achieved, the student must arrive and leave school each day at the same time as non-handicapped students. Therefore, to avoid the significant disruption and negative impact on the educational process for all students which non-coterminous starting and ending times will create, the Employer agrees to provide transportation for all handicapped

students which will allow them to participate in the same school day timewise as non-handicapped students at the school they attend.

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

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

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

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

10. Medically Fragile Students: No bargaining unit member, except a school nurse, shall be required to provide school health services except in an emergency situation.

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

6.4 Teacher Job Sharing

Teacher job-sharing is recognized by both parties as a viable alternative to normal, full-time teaching assignments. The implementation guidelines for Teacher Job-Sharing shall be:

1. Teachers approved for job-sharing assignments shall receive salary and benefits, pro-rated for their share of full-time responsibility.

2. Teachers participating in job-sharing assignments shall receive full seniority credit and full advancement of the salary schedule for each year of job-sharing service.
3. Part-time, job-sharing assignments shall be made on a year-to-year basis and shall be covered by an annual contract supplement. A part-time, job-sharing participant, who has been employed by the District on a full-time basis, shall be assured of the opportunity to return to a full-time assignment, if and when a vacancy occurs for which he/she is certified and qualified. Such requests for return to full-time employment for the following year must be made, in writing, by May 1st.
4. Elementary teachers shall be asked for flexibility with regard to a split in planning time, as it may be impossible to obtain an equal division.
5. Participants in part-time, job-sharing assignments are expected to attend regular staff meetings, curriculum meetings and parent conferences.
6. Teachers requesting part-time, job-sharing assignments should understand that approving such requests may involve assignment to a different building.
7. Teachers requesting part-time, job-sharing assignments should be aware that part-time assignments results in only partial credit toward teacher retirement benefits; and, further, calculation of retirement benefits may similarly be affected.
8. When one of the participants in a job-sharing assignment terminates, resigns or returns to a full-time position, the job-sharing agreement will be eliminated. If one of the participants terminates or resigns during a school term, the remaining participant shall be assigned to the full-time position for the remainder of the school year. The position shall remain as a full-time position unless and until a job-sharing agreement can be established.

6.5 Two-Way Interactive Television

The Two-Way Interactive Television agreement will be accessible to staff in each principal's office.

6.6 Site Advisory Committee

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

2. Committee Structure

A. Site Committee:

1. Representatives will include the site administrator, members of the teaching staff, and parent(s) as provided in P.A. 25.
2. Parents and/or students may be requested to provide input in the site committee.
3. The teaching staff will elect one teacher's representative for each six (6) teachers or fraction thereof, not to be less than a minimum of two (2) or to exceed a maximum of five (5). Representatives to each site committee shall be selected by a vote of their teaching staff. Voters will annually select their allotted number of representatives from a ballot containing the names of all tenured teachers in that site. The top "vote getters" will make up the committee for that year.
4. Selected individuals would have the right to decline with the next highest "vote getter" filling the vacancy.
5. Selection of meeting frequency and times would be at the discretion of that site committee. The committees shall not meet less than once during each nine-week grading period and will be open to all staff members of that site.
6. Each site committee will elect a chairperson.

The purpose of the site committee is to:

- Provide an opportunity for an individual to be heard.
- Discuss issues submitted by a representative or any staff member.
- All decisions and recommendations of the site committees shall be reached by a consensus of that committee.
- Provide an opportunity to be heard by the District Site Advisory Committee if a consensus cannot be reached at the building level.

B. District Site Advisory Committee:

1. Membership will include one principal and two teacher representatives from each building committee in the district and one board member.

2. Parents and/or students must be requested to provide input to the central committee.
3. Teacher representatives will be appointed from their respective building committee.
4. This committee shall not meet less than once during each nine-week grading period.
5. The committee will elect a chairperson.
6. The superintendent and the Association President, or their designees, will be ex-officio members of the central committee.

The purpose of the District Site Advisory committee is to:

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

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

1. Ways to improve conditions for instruction.
2. Consistency of policy enforcement within sites and/or the district
3. Discipline policies.
4. Ways to improve cooperation of staff and administration.
5. Teacher handbook.
6. Input into the budget process in buildings.
7. Review and input into ESEA requirements, as amended.

- D. The Site Advisory Committee shall not deal with any of the following matters:
 - 1. Wages
 - 2. Fringe Benefits
 - 3. Employee performance or evaluation
 - 4. Contract grievances
 - 5. Employee discipline

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

6.7 Grievance Procedure

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

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

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

- 4. It is important that grievances be handled as rapidly as possible. The number of days indicated at each level shall be considered as maximum and every effort shall be made to expedite the process. However, when mutually agreed upon in writing, the time limits given below may be extended.
 - A. It shall be the general practice of all parties to process grievances during times when they do not interfere with assigned duties.

- B. Forms for processing grievances shall be reproduced by the School District and shall be made available to the Association for distribution and use.
- C. Written grievances (Appendix B) as required herein shall contain the following:
 - 1. It shall be signed by the Grievant(s) or the Association Grievance Committee Chairperson.
 - 2. It shall contain a full synopsis of the facts giving rise to the alleged violation.
 - 3. It shall cite the section or subsections of the Agreement alleged to have been violated.
 - 4. It shall contain the date of the alleged violation if known.
 - 5. It shall specify the relief requested.

5. Level One

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

6. Level Two

- A. In the event that the teacher is not satisfied with the disposition of the grievance at Level One, or if no disposition is made within the designated time period for response, the teacher may, within five (5) days after receipt of the Level One response or the expiration of the time period for the Level One response, submit the grievance to the Association Grievance Committee for consideration of further appeal.
- B. Any grievances approved for appeal to the Superintendent by the Association Grievance Committee must be filed with the Superintendent within five (5) days from receipt by the Association Grievance Committee.
- C. Within ten (10) days after receipt of the appeal, the Superintendent shall investigate the grievance, including giving the Association Grievance Committee or the Grievant(s) and/or Association representative(s),

reasonable opportunity to be heard in a meeting. The decision of the Superintendent shall be issued in writing within fifteen (15) days after receipt of the appeal. A copy of his/her decision shall be delivered to the teacher(s) involved, the Association Grievance Committee and the principal.

7. Level Three

- A. If the Association Grievance Committee is not satisfied with the disposition of the grievance by the Superintendent at Level Two, or if no disposition has been made within the period provided in Level Three, the Association Grievance Committee may submit the grievance to arbitration before an impartial arbitrator by filing a demand for arbitration with the American Arbitration Association within thirty (30) days following receipt of the decision of the Superintendent or the expiration of the time period provided for the decision to be made if no disposition has been made within the time period. The arbitrator shall be selected through the Arbitrator Selection Procedures of the American Arbitration Association in accordance with its rules and regulations which shall likewise govern the conduct of the arbitration proceeding.
- B. Upon selection of an Arbitrator, the Arbitrator shall be empowered to conduct said hearings and shall render a decision within sixty (60) days from the closing of the hearing. Each party shall be entitled to file a post hearing brief within thirty (30) days from the closing of the hearing. The disposition of the arbitrator shall be in writing, including findings of fact and conclusions of contract interpretation. The disposition of the arbitrator shall be final and binding upon the parties, subject to judicial review of arbitrability and the authority of the arbitrator pursuant to the terms of this Agreement.
- C. The arbitrator is authorized to render a decision and remedy, if appropriate, interpreting the terms of this Agreement, but shall have no authority or power to alter, add to, subtract from, disregard or ignore any of the terms of this Agreement. The arbitrator shall have no authority or power to render a decision upon subject matter which has been expressly excluded from arbitration by the terms of this Agreement.
- D. The fees and expenses of the arbitrator shall be shared equally by the parties.

9. Miscellaneous

- A. The following circumstances, situations and matters shall not constitute grievance subject matter and are hereby expressly excluded from this procedure and the provisions for arbitration:

1. Any matter dealing with the rights of tenure teachers pursuant to the Michigan Teacher Tenure Act (MCL 38.71 ET SEQ.), which is within the jurisdiction of the State Tenure Commission for appeal and/or requiring a hearing before the Board of Education.
 2. The termination of services of or failure to renew the employment of any tenure or probationary teacher.
 3. The termination of services of or failure to renew the employment of or failure to employ any teacher in an extra curricular position.
 4. Any matter for which there is a specified procedure and/or administrative agency established by State and/or Federal law to provide recourse unless both parties agree to arbitration.
- B. Any grievance occurring during the period between the termination date of this Agreement, unless extended in writing, and the effective date of any new successor Agreement, shall not be processed under the terms of this grievance procedure and shall not be subject to the arbitration provisions of this Agreement.
- C. Notwithstanding the expiration of this Agreement, any claim or grievance arising during its term shall be processed through the grievance procedure according to its terms until resolution.
- D. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- E. When mutually agreed to in writing by the parties, the Association may file an initial grievance at level 2 for grievances not within the scope of the principals.

APPENDIX A

DURATION OF AGREEMENT

The provisions of this Agreement shall become effective on the date the Agreement has been ratified by both parties, and shall continue in full force and effect until August 31, 2012.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 2nd day of June, 2010.

NORTHERN MICHIGAN
EDUCATION ASSOCIATION

KALKASKA PUBLIC SCHOOLS
BOARD OF EDUCATION

By _____
President

By _____
President

By _____
NMEA Staff Liaison

By _____
Vice-President

By _____
Chief Spokesperson

By _____
Secretary

By _____
KEA President

By _____
Treasurer

By _____
Negotiating Committee Member

By _____
Trustee

By _____
Negotiating Committee Member

By _____
Trustee

By _____
Negotiating Committee Member

By _____
Trustee

By _____
Negotiating Committee Member

Signatures Pending

APPENDIX B
GRIEVANCE REPORT FORM
KALKASKA EDUCATION ASSOCIATION

Grievance Number _____

Kalkaska Public School District

DISTRIBUTION OF FORM:

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

Building _____

Assignment _____

Name of Grievant _____

Date Filed _____

STEP I

A. Date cause of Grievance occurred: _____

B. 1. Statement of Grievance: _____

2. Relief Sought: _____

Signature (Grievant/Association) Date

C. Disposition by Principal/Supervisor: _____

Signature of Principal/Supervisor Date

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

Signature of Grievant/Association Date

STEP II

A. Date received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature of Superintendent Date

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

Signature of Grievant/Association Date

(Attach additional pages as needed.)

STEP III

A. Date submitted to Arbitration: _____

B. Disposition & Award of Arbitrator: Attached for file

APPENDIX C
Employee Personnel Information Sheet and Yearly Contract

Basic Employee Identification

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

Placement of Salary Schedule Teach Salary

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

Payroll Information

Tax Information

Taxing Jurisdiction US MI
Marital Status:
Number of Exemptions:

Other Payroll Information

Date hired:

Background Information

Birth Date: Sex

Spouse

Education: School Degree Year
Additional Hours Major Minor

Areas of Experience or Special Training:

Date of TB Tests:

Teaching Certificate or Expiration Date:

Credit for Previous Years:

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

APPENDIX D

EXTRA CURRICULAR CONTRACT

This Agreement entered into on _____ between the Board of Education
(Date)

and _____ for the period of one year to perform services consisting of
(Name)

_____ at _____

School. For these duties the Board agrees to pay _____ for the _____
(Amount)

school year. The teacher agrees that payments for these duties shall not comprise a part of the basic teaching contract and that these duties shall be fulfilled at the conclusion of the said school year.

_____ Years experience in activity

_____ Divide my extra duty pay equally by the remaining pay periods in the school year beginning with the first pay period after contracted duties begin.

_____ Payment in total at the end of the season or activity in accordance with established payroll out-off dates.

_____ Building Principal
Signature

_____ Superintendent (or designee)
Signature

_____ Teacher
Signature

APPENDIX E
KALKASKA PUBLIC SCHOOLS
APPLICATION FOR EXTENDED SICK LEAVE

Employee's Name _____ Date of Birth _____

Building/Assignment _____ / _____

First work day lost due to THIS disability _____

Nature of Medical Disability _____

Employee's Signature

Date of Application

VERIFICATION BY PHYSICIAN

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

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

Physician's Signature

Date

For Office Use Only

Employee's Year of Service _____ ESL Scale _____

LTD Eligibility Day _____ Days Approved _____

Date returned to work _____ Approval _____

APPENDIX G

MASTER TEACHER INCENTIVE PROGRAM

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

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

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

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

- 1) The teacher is available to work one-hundred-eighty (180) hours per year in various assignments as noted below, and
- 2) The teacher has exhibited satisfactory service over the past three years, and
- 3) The teacher meets all state and federal requirements necessary to achieve "highly qualified" status as may be required under the "No Child Left Behind Act of 2001," as amended, and
- 4) The teacher agrees to perform all assignments commensurate with the Master Teacher designation during the term of such designation. The Employer and teacher shall select from assignments including (by way of illustration and not limitation):
 - a. Performing duties which may be necessary to enable the district to achieve and/or maintain North Central Accreditation.
 - b. Serving as chair or co-chair of the department in the area of the teacher's certification and competence for the term. These departments presently include math, science, English, social studies, curriculum, and NCA accreditation.

c. Engaging in activities designed to promote and enhance the image of Kalkaska Public Schools and the educational opportunities for the students of the District. Some of these activities will include curriculum development and grant writing. These activities shall be accomplished in conjunction with a subcommittee consisting of an equal number of administrators and teachers which will be formed to address these issues.

D. Each Master Teacher shall meet with the Superintendent or designee at least once every two months during each school year to review duties and report progress in carrying out assigned duties.

E. The exact plan for each Master Teacher shall be mutually agreed upon in writing by the Master Teacher and the Administration. The local Association President or designee shall attend all planning meetings between the Master Teacher and the Employer. A copy of all mutually agreed upon plans for each Master Teacher shall be made available to the local Association President.

F. Each teacher enrolled in the program will receive the following:

1) For the first school year in the Board approved MASTER TEACHER INCENTIVE PROGRAM, a teacher shall receive, in addition to his/her salary as stated in the annual salary schedule, a payment of nine-thousand dollars (\$9,000), payable with the last pay in June of that school year.

2) For the second school year in the Board approved MASTER TEACHER INCENTIVE PROGRAM, a teacher shall receive, in addition to his/her salary as stated in the annual salary schedule, a payment of nine-thousand dollars (\$9,000), payable with the last pay in June of that school year.

3) For the third school year in the Board approved MASTER TEACHER INCENTIVE PROGRAM, a teacher shall receive, in addition to his/her salary as stated in the annual salary schedule, a payment of nine-thousand dollars (\$9,000), payable with the last pay in June of that school year.

G. The benefits as outlined in paragraph F, subparagraphs 1, 2, and 3, may be received in a prorated manner should any eligible teacher choose to participate in the program for less than the three (3) year maximum.

APPENDIX G

KALKASKA SCHOOL DISTRICT

TEACHER INDIVIDUALIZED DEVELOPMENT PLAN

SUBJECT MATTER CONTENT

- * Exhibits sound background and understanding of subject matter for the position.
- * Keeps abreast of current theory and practice in field.
- * Is able to respond satisfactorily to questions posed by students, either by providing the information or a source for the information.
- * Stimulates interest in subject area.
- * Uses a variety of teaching and learning techniques designed to serve the differing abilities of students.
- * Provides consistently relevant subject content.
- * Encourages and respects students' input.
- * Uses varied resources appropriately.
- * Shares with students the purpose for each assignment and involves students in setting objectives for themselves.
- * Bases evaluation on realistic goals for each student.
- * Takes into consideration the capability and effort of each student.
- * Keeps accurate records.
- * Reviews and returns assignments promptly.

MANAGEMENT

- * Organizes classroom routine in efficient manner.
- * Plans lessons and organizes classroom to maintain order with variety of activities carried on simultaneously.
- * Devotes most of time to teaching and learning activities.
- * Keeps classroom and equipment in good condition.
- * Reports maintenance needs promptly.
- * Guides students to share responsibility for care of furnishings and equipment.
- * Promotes a friendly atmosphere conducive to learning.
- * Makes building and classroom rules known to students.
- * Handles student discipline according to building and district policy.
- * Deals with students in fair and consistent manner.

RELATIONSHIPS

- * Exhibits a positive attitude.
- * Exercises initiative.
- * Encourages others by attitude.
- * Seeks out new ideas.
- * Is open-minded.

- * Accepts and gives assistance.
- * Implements suggestions in professional manner.
- * Maintains honest and forthright relationships with all.
- * Respects dignity and rights of all people.
- * Shows consistent interest in student's academic and social growth.
- * Identifies and refers students with problems to appropriate personnel.
- * Provides constructive criticism or ideas for improvement of education.
- * Seeks resolution of problems through appropriate channels.
- * Observes district policies, rules, regulations and agreement.
- * Keeps and promptly turns in reports.

APPENDIX H: TEACHER EVALUATION

Establishment and Participation in developing an educator evaluation tool according to RTTT to begin after the close of the 2009-2010 school year. The Association shall have sole authority to select its representatives of said committee.