MASTER AGREEMENT

between the

KALKASKA PUBLIC SCHOOLS

and the

NORTHERN MICHIGAN EDUCATION ASSOCIATION
MEA/NEA

(Representing the Kalkaska Education Association)

September 1, 2021 to August 31, 2024

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ARTICLE I: BASIC CONTRACTUAL PROVISIONS

SECTION 1.1: AGREEMENT

This Agreement is made and entered into this 1st day of September, 2021 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.

SECTION 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 temporarily emergency certified teaching personnel utilized under Board Policy 3120, as revised August 19, 2019, 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.

SECTION 1.3: WITNESSETH

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:

SECTION 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, sexual orientation, gender identification, national origin, marital status, or membership (or non-membership) in, or participation in (or refraining from participation in) the activities of the Association.

5. An emergency manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify, or terminate this agreement as provided in the Local Financial Stability and Choice Act, 2012 Public Act 436**.** The parties have included this language due to the requirement of section 15(7) of the Public Employment Relations Act.

SECTION 1.5: DURATION OF AGREEMENT

1. This Agreement shall be effective as of September 1, 2021, and shall continue in effect until August 31, 2024. The parties will begin negotiations for a successor agreement no later than February 1, 2024.

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.

SECTION 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.

SECTION 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.

3. The Board may, at its discretion, require any teacher to submit to a physical and/or psychological or psychiatric examination where there is reason to believe either that the teacher is not capable of performing essential job functions or that the teacher may pose a threat to the safety of others in the workplace. Such required examination shall be paid for by the Board. A written recommendation shall be made available to the Board.

SECTION 1.8: TEACHER RIGHTS

1. All teacher contracts shall be in writing, and signed by officers of the Board, or an authorized agent of the Board.

2. Contracts shall be issued simultaneously to all teachers within five (5) working days of the beginning of school. Information in teachers' contracts shall include;

    a. Name

    b. Federal And State Exemptions Claimed By Employee

    c. Hire Date

    d. Contract(S) Amounts

    e. Daily Pay Rate

    f. Hourly Pay Rate

    g. Number of Pays

3. Contracts shall be returned within ten (10) days following issue.

4. In case of a grievance over the content of the individual contract issued, contracts may be held by the teachers until the grievance is settled.

5. Both parties recognize that teachers may engage in protected Association activities which will not be considered in any rating.

6. The lead building administrator shall provide to each teacher in writing their prospective course responsibilities to be taught for the next academic year no later than May 30, including notification to any teacher whose services will not be retained, or potentially not retained.

SECTION 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.

2. In any situation 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, 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 a heating plant failure or other similar emergency, teachers shall be subject to assignment as determined by the superintendent.

3. When schools are open and teachers are unable to report to work because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, or hazardous health conditions as defined by county, state, or federal authorities, or their health and safety are threatened by attempting to report, teachers shall notify their supervising principal of their inability to report to work and condition causing the inability to report, and may be required to work remotely, or utilize sick leave or personal leave time, as determined by the supervising principal.

4. Teachers shall attend all scheduled professional development days, in person, unless otherwise offered to all staff.

SECTION 1.10: PAYROLL DEDUCTIONS

1. 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.

2. 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. Financial Institutions: Upon written authorization by the teacher, the Board shall deduct and forward to the financial institution designated by the teacher 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.

SECTION 1.11: SCHOOL CALENDAR

1. The school calendar shall consist of 183 work days (180 instructional days; one classroom preparation day prior to students reporting for instruction, and two professional development days). The last two days of each semester shall be the Exam/Record Days with students attending only one-half day.

    a. With the exception of starting date, the school calendar shall be developed in collaboration with, and mutually agreed to by the Association. (See Appendix E)

    b. "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.

    c. 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.

    d. 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.

SECTION 1.12: NEGOTIATION 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.

SECTION 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.

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. 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). Objections to the seniority list must be filed within thirty (30) days of posting. Thereafter, the list shall be final and conclusive until the objection period following submission of the next annual seniority list.

4. 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 II: EMPLOYMENT RELATIONS

SECTION 2.1: VACANCIES, PROMOTIONS, AND TRANSFERS

1. Any teacher who shall be transferred to an administrative 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. If at any time said employee should return to an Association position, he/she shall retain his/her bargaining unit salary schedule credit and seniority at the level he/she would have had if he/she had not left the Association for a supervisory role within the district. 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.

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

    a. Whenever new positions are created during the period of this Agreement, the Board shall establish the job description 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.

    b. Whenever a vacancy arises, the Superintendent shall promptly post notice for internal and external candidates concurrently for five (5) working days. After 5 days, all qualified internal teachers who have applied shall be given an interview.

    c. The external posting shall remain open for at least 5 additional days, or until the position is filled. No external candidates' paperwork or candidacy will be examined, released, and/or considered by any KPS staff until after all internal candidates have had their interviews, and a decision to hire or not hire has been made. If an internal applicant chooses to apply at this stage, they may do so, however, there is no guarantee of an interview.

    d. Internal candidates' applications shall be submitted to the supervising principal of the building in which the open position exists. External candidates' applications shall be submitted to the superintendent.

2. Internal and external candidates for vacancies shall be processed in accordance with Board policy.

    a. An internal candidate is defined as someone who is currently covered and working under the Collective Bargaining Agreement.

    b. An external candidate is defined as someone who is not currently covered and working under the collective bargaining agreement.

3. Hiring Retirees:

    a. 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).

    b. 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.

    c. 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).

    d. 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).

    e. 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.

    f. 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).

SECTION 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.

SECTION 2.3: SUBJECT AREA DEPARTMENT AND GRADE LEVEL CHAIRPERSONS

1. The Subject Area (Math, ELA, Science, Social Studies) Department Chairperson (Middle School and High School) or Grade Level Chairperson (K-5 District-wide) performs a wide variety of instructional support services to facilitate the efficient use of professional development and professional learning community time. There shall also be Subject Area Department Chairpersons for: Special Education (District- wide for K-5, one for the Middle School and one for the High School); Title programs (District-wide K-5); and for Specials (District-wide for K-5, one for the Middle School, one for the High School).

2. The Subject Area Department Chairperson or Grade Level Chair shall facilitate the coordination of programs and materials and shall serve as instructional liaison between teachers of the department/ grade level and the school administration.

3. Subject Area Department Chairs and Grade Level Chairs will be appointed by the administration, from among those making application, and shall not be called a supervisory employee or make administrative decisions.

4. Subject Area Department Chairpersons and Grade Level Chairs shall be compensated with an annual stipend of $750 in recognition of time spent engaged in that role beyond normal work hours.

SECTION 2.4: TEACHER QUALIFICATIONS

1. 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, and notify 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.

SECTION 2.5: MENTOR TEACHER

1. Pursuant to Section 1526 of the Revised School Code, each teacher, for their first three years of teaching, shall be appointed a mentor by the Administration with the approval of the Association.
    a. Any Effective or Highly Effective teacher that is interested in being a mentor shall submit their names, via email, to the building principal and the union president by August 31st, prior to the start of the school year.
    b. All efforts will be made to place one mentee with one mentor.
    c. Mentor/Mentee placements do not have to be among common grade levels or departments.
    d. The Mentor Teacher selected shall consent to the appointment. The appointment shall continue for the period required by law. Either the teacher or the Administrator may request a new Mentor be selected at the conclusion of each school year.
    e. The Mentor Teacher shall assist the probationary teacher during the term of the appointment. The Mentor Teacher's role shall be formative and he/she will not function in a supervisory capacity with regard to the Mentee.
2. As provided for in Section 1526 of the Revised School Code, 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.
3. Each teacher, with three (3) years or more of prior teaching experience, newly teaching for Kalkaska Public Schools will be appointed a "half-time" mentor teacher their first year at Kalkaska Public Schools.
4. The expertise a Mentor Teacher provides is valuable and shall be paid a stipend of $750.00 for 25 hours of mentoring work.

SECTION 2.6: SUPERVISING TEACHER

1. Acceptance of the assignment of a student teacher by a supervising teacher shall be voluntary. No more than one (1) student teacher shall be assigned to any one (1) supervising teacher 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 student teachers to observe, practice, and develop the arts and skills of the profession. No supervising teacher shall be assigned to an extern teacher in consecutive semesters unless the college program is longer than one semester.

SECTION 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. This requirement shall not apply to:

   a. Annuity elections

   b. Insurance enrollment forms

   c. Direct deposit authorizations

   d. College transcripts

   e. Highly Qualified Teacher Report

   f. Individual contracts

   g. Employment verification correspondence

   h. Payroll deductions authorized by the employee

   i. Federal and Michigan tax forms

   j. Any other documents signed by the bargaining unit employee

   k. Any documents provided to the employee that indicate that they are being copied to the personnel file.

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 with 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 expungement 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 accordance with the State of Michigan's Freedom of Information Act, MCL 15.231 et seq (hereafter referred to as FOIA), certain persons can receive copies or make inspections of most public records upon written request, per Board policy. When a FOIA request to review any information in a teacher's personnel file has been received, the district shall:

    a. Notify the teacher via email, telephone call, voicemail, or text message within one (1) business day.

    b. Include the name of the requesting party and an electronic or scanned copy of the FOIA request document submitted.

    c. Only grant requested information after any student names, personal identifying information (such as Social Security numbers, home addresses, telephone numbers, names of family members, etc.), or any other information that would constitute a clearly unwarranted invasion of the individual's privacy be redacted.

    d. Never grant requested information that violates the Health Insurance Portability and Accountability Act (HIPAA), the Family Educational Rights and Privacy Act (FERPA), or any records relating to a civil action in which the requesting person and the District and/or the teacher are parties.

SECTION 2.8: 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.

SECTION 2.9: JOB SHARING

1. Teacher job sharing may be an option, if approved by the building principal and superintendent.

SECTION 2.10: 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 forty-two dollars ($42.00) per day; A MAXIMUM OF $10 for breakfast, $12 for lunch and $20 for dinner. Meal costs will not be reimbursed when they are included with conference registration.

    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.

SECTION 2.11: DIRECTOR OF ATHLETICS

1. The position of Athletic Director may be held by a member of the teaching staff on a half time basis. Every effort will be made to ensure that a Kalkaska Education Association member is considered for the Athletic Director position.

2. Compensation will be paid in the form of a stipend at the rate of 18% for extra-curricular duties performed outside the contractual day, in addition to their regular teaching salary.

3. The Athletic Director shall be provided with an executive assistant and sufficient office space for performing the duties and managerial responsibilities of the position.

4. All teaching and instructional preparation duties shall be performed in the morning hours of the daily schedule, prior to the duty-free lunch period.

5. The teacher/Athletic Director shall maintain seniority, service credit, and steps/lanes on the salary schedule per Section 5.2 of this Agreement for the duration of their service.

ARTICLE III: TEACHING CONDITIONS

SECTION 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.

SECTION 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.

SECTION 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.

SECTION 3.4: SCHOOL EQUIPMENT

1. The Board shall provide for each teacher:

    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.

    f. Adequate technology in the classroom such as desktop computer, software programs and applications, telephone, projector, and Chromebook (or other laptop computer) for preparation and remote instructional needs.

SECTION 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 facilities 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.

5. A designated staff parking area(s) with designated parking spaces and adequate lighting reserved for staff members shall be established and maintained, if possible, at each school. Provision for such parking shall be made at all future buildings.

SECTION 3.6: TEACHING HOURS

1. School opening time and dismissal time shall be established by the Superintendent in consultation with the Association. 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-five (35) 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. For general education teachers in grades 6-12, to enhance the quality of instruction, no more than three courses will be assigned to them each semester. If an additional course is assigned to be taught, the teacher shall be paid a stipend of $2,500.00 per year, or $1250 per semester.

7. Each teacher's daily schedule shall include at least one period for preparation time.
    a. Each teacher's 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. Teachers will not be assigned other responsibilities during their scheduled preparation time.

    b. Deviations at the elementary level shall not exceed ten percent (10%) of the elementary staff up to a maximum of five (5) in number.

    c. The scheduled preparation period is subject to the total school program, and as a result, such things as field trips, testing programs, emergency class needs, may, from time to time, be substituted for preparation time.

    d. It is expected that preparation periods will be used for such things as thorough preparation and parent-teacher communication.

e. A teacher who must utilize their preparation time for other meetings, including but not limited to grade-level/department, REED, Child Study, final IEP, data analysis, etc., shall be compensated at the extra duty hourly rate.

    i. No more than one such meeting per week will be allowed, unless extenuating circumstances arise.

    ii. Individual teaching staff members will keep track of such meetings and apply for compensation prior to the end of each school year.

8. It is expressly understood by both parties that mentor/mentee meetings, pre/post observation meetings, and evaluation meetings may take place during a teacher's preparation period, and are not compensated, provided such meetings are by mutual consent and with advance notice.

9. Required versus voluntary meetings or activities:

    a. Teachers may be required to attend up to four (4) hours of night meetings or activities (excluding athletic events) without additional compensation.

        i. Teachers are to be given choices on at least two (2) of the hours, and provided at least 30 days' notice, when possible, of when the other two (2) required hours are to be attended.

    b. All teachers may be required to attend district parent-teacher conferences in their building, and remain on duty throughout the allotted FTE assignment.

    c. Teacher participation in extracurricular activities, for which no additional compensation is paid, with the exception of Section 3.6.9(a) above, shall be voluntary.

10. Staff will be required and are accountable to attend 13 hours of meetings outside of the regular school day, per school year, according to the following guidelines:

    a. Nine: one (1) hour staff meetings. The building principal will establish these dates and provide them to staff by September 10th.

    b. Four: one (1) hour PLC meetings (1 hour per marking period), as decided by building administration.

c. Meeting dates for PLC and Committee meetings shall be determined by each building's school improvement committee and provided to staff prior to September 30th of each school year.

d. Meeting dates for grade level, department, and school improvement team meetings will be determined by the members of each team, in consultation with the administration, by September 30th.

11. Any teacher employed on a half time, part time, or otherwise fractional basis shall receive:

    a. Written notice of start time and end time to their work day.

    b. Written notice of expectations for meeting attendance, for participation in professional development, and for fulfilment of Section 3.6.7 above, proportional to the fractional level of employment.

    c. One preparation period included in their work day, paid proportional to the teacher's FTE.

    d. Continuity of working hours, unless circumstances related to course scheduling prevent such continuity. Under this circumstance, the District shall:

        i. Utilize the fractional employee for other teaching-related endeavors (e.g. substitute teaching, assisting with student accommodations, test proctoring, etc.) with compensation at the rate established in Section 5.3, during the interim time between courses taught.

SECTION 3.7: CLASS SIZE

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

2. In kindergarten through second grade class sizes should not exceed twenty-five (25) students per class or thirty (30) students per class in grades 3 through 12, except those classes, which have traditionally been considered larger classes. It will be the responsibility of the Building Administrator to insure that class sizes are balanced in their buildings.
   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. When the above class size exceeds the maximum, the principal shall within ten (10) school days, arrange a meeting with the teacher and the association to arrive at an agreeable solution to the

problem. If no agreement has been reached within ten (10) school days of the meeting, the teacher will be compensated for the days of the overload, at the rate of one thousand ($1000.00) per teacher for K-5. For grades, 6-12 two hundred ($200.00) per year, per class, prorated for the days of the overload. To be paid with the last pay in June of each year.

SECTION 3.8: ACADEMIC REPORTS

1. Official reports of academic progress within PowerSchool will be updated for parents to access in a timely manner throughout the school year.

    a. Teachers at the secondary level (grades 6-12) will provide updated grades every other week (every two weeks), at the latest.

    b. Teachers at the elementary level (grades K-5) will provide parents an academic progress report (as agreed upon with their supervising principal) once per month. One (1) such report will be provided in PowerSchool as a final end-of-year grade (pass/fail) to meet state reporting requirements.

2. Parents will be notified by the district, and by the teachers who have their children, the interval to be used for grade updates.

3. Opportunities for parent feedback will be encouraged.

4. Academic report cards will be sent home three (3) days after the last day of each marking period, for a total of four (4) times per year. They will be mailed home after the fourth marking period.

5. At the end of each semester teachers will have two (2) half-days to work on academic records, such as semester exam grades, report cards, academic progress reports, CA-60s, IRIPs, etc.

ARTICLE IV: LEAVES OF ABSENCE

SECTION 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 three (3) personal days of leave with full daily pay for 2021-2022, and four (4) days of leave per year with full daily pay each year thereafter. Teachers shall apply for leave days five (5) calendar days in advance, unless extenuating circumstances exist. The Superintendent may limit the number of regularly employed teachers absent at any one time.

    b. Any personal leave days, if not used, shall be "rolled over" into that teacher's accumulated sick leave and compensated at his or her sick day rate.

    c. During the months of May and June, no more than four (4) teachers shall be allowed to take a leave day pursuant to this section on the same day. The superintendent may approve additional requests, if extenuating circumstances arise.

4. Bereavement

    a. Each teacher shall be granted up to five (5) days leave in case of death of the following members of the immediate family: Husband, wife, mother, father, step mother/father, brother, sister, children, step children, grandchildren, father and mother-in-law, and dependents living in the immediate household. Up to three (3) days of leave in case of death of the following relatives : aunt; uncle; nephew; niece; brother-in-law; sister-in-law; son-in-law; daughter-in-law; grandparent (of employee or spouse).

    b. In the event that the teacher is the executor of a will, the teacher shall be granted up to two (2) additional bereavement days.

    c. A leave of one (1) day shall be granted to each teacher to attend the funeral of any other near relative.

    d. Travel time is not to exceed three (3) days. Such time shall be allowed without loss of pay.

    e. Funeral leave shall be granted without loss of pay or sick leave days.

    f. In extenuating circumstances, the Superintendent may grant additional days of bereavement leave. If granted, these days will be charged against the teacher's choice of either accumulated personal days or accumulated sick leave days.

5. Family:

    a. In the event of illness, or other emergency in the teacher's immediate family (husband, wife, mother, father, step mother/father, brother, sister, children, step 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.

    b. 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 must submit written notification of their intended return from leave by April 15, for leaves concluding at the end of the school year. Where the expiration of leave does not coincide with the end of a school year, the teacher must provide written notice of intended return from leave not less than sixty (60) days before the end of leave.

8. Military Leave. To comply with Federal Law.

9. The Association shall have sixteen (16) days paid leave for its members to conduct Association business, and the Board shall be reimbursed for the cost of the substitutes and retirement costs for the absent member(s) from the Association.

SECTION 4.2: SABBATICAL LEAVE

1. Sabbatical leave shall be interpreted as leave from active duty, granted to any teacher after seven (7) consecutive years of employment 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. If sabbatical leave is granted, all other provisions of reimbursement for educational travel credits shall be forfeited during the period of the sabbatical.

SECTION 4.3: ILLNESS AND 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 seventy-five dollars ($75) per day.

   Each year, teachers will receive a one-time attendance incentive payment, on the second regular payroll of June according to the following:

a. 0.0 sick days used	$400
b. 0.5 sick days used	$350
c. 1.0 sick days used	$300
d. 1.5 sick days used	$250
e. 2.0 sick days used	$200
f. 2.5 sick days used	$150
g. 3.0 sick days used	$100
h. 3.5 sick days used	$50
i. More than 3.5 sick days used	$0

3. All teachers shall follow the reporting procedures outlined by the administration at the start of the 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. A failure to submit the required doctor's statement for the absence(s) shall result in the member reimbursing the district for the cost of the substitute for the 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 D). The application shall include a physician's certification that the employee is unable to work for medical reason.

e. Section 1.7.3 of this Agreement may be applied to this provision at the Board's discretion.

11. 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.

SECTION 4.4: FAMILY AND MEDICAL LEAVES

1. Upon request, the employer shall grant unpaid leaves of up to 12 weeks according to the Family Medical Leave Act. Employees will be required to use available sick time during FMLA absence. Employees may retain up to ten (10) sick days, upon prior notification to central office.

2. If an employee fails to return from FMLA leave (except where the failure to return is due to continuation of the same conditions that necessitated the leave or other circumstances beyond the employee's control), the District has the right to recover from the employee the medical benefit plan cost contributions it made on behalf of the employee (and his/her eligible dependents) during the period of FMLA leave. However, no such recovery will be pursued for the portion of medical benefit plan costs attributable to any paid sick leave days used by the employee during the FMLA leave.

ARTICLE V: COMPENSATION AND BENEFITS

SECTION 5.1: INSURANCE AND BENEFITS

1. For full-time teachers who select Option 1 or Option 2, the employer shall pay the maximum medical benefit costs allowed by law. The teacher shall pay, through payroll deduction, any portion of the medical benefit plan costs for the health insurance product in which he/she is enrolled that are in excess of the hard cap amounts.

2. The hard cap amounts shall be adjusted on January 1 annually, per the Publicly Funded Health Insurance Contribution Act, to the maximum permitted amount of the hard caps authorized by the State Treasurer under Section 3 of that legislation.

3. The monthly contribution by the Board will first be allocated to the medical benefit plan costs of the health insurance product. If the Board's monthly cost contribution exceeds the medical benefit plan costs for the health plan option selected by the teacher, the excess amount will be allocated to the teacher's HSA account (for those teachers selecting Option 2) or to the teacher's flex account (for those teachers electing Option 1).

Option 1: *MESSA/BCBSM PPO shall contain the following benefits:*
MESSA/BCBSM PPO with a $0/$0 deductible; $20 office visit; $10/$40/$80 RX; Max out-of-pocket: $6,350/$12,750; Urgent Care: $20; Emergency Room: $150; Chiropractic: 24 visits $20.
LTD: 66-2/3%, 90 calendar days, modified fill; $4,000 maximum
Alcoholism/Drug Addiction: 2 years
Mental/Nervous: Same as other illness
Delta Dental: 100%- Preventative / 80%- Restorative / 80%- Bridges & Dentures / 75%- Orthodontics $1,200.
Negotiated Life and AD&D: $40,000.
Vision: VSP-3 Plus P 250CL

Option 2: *MESSA/BCBSM PPO HSA Option 2 shall contain the following benefits:*
Health: BCBSM PPO HSA with a $1,400/$2,800 deductible (subject to annual adjustment per IRS requirements); $0 after deductible; $10/$40/$80 RX after deductible/$0 after max out-of- pocket reached; max out-of-pocket : $2,250/$4,500; Urgent Care: $0 after deductible; Emergency Room: $0 after deductible; Chiropractic: 12 visits.
LTD: Same as Option 1
Delta Dental: Same as Option 1
Negotiated Life: Same as Option 1
Vision: Same as Option 1

Option 3: *For those full-time teachers not electing either Option 1 or Option 2 above:*
LTD: Same as Option 1
Delta Dental: Same as Option 1
Negotiated Life: Same as Option 1
Vision: Same as Option 1

4. Eligible teachers who do not enroll in a Health benefit package offered by the Board (i.e. Option 1 or Option 2 above) will be paid in lieu of health insurance enrollment the maximum hard cap amount set forth for a Single Subscriber by P.A. 152, and any increase in that amount made by the State each January. Teachers electing this option must provide verification to the Board that the teacher is enrolled in other coverage that is compliant with the Affordable Care Act.

5. The Association will be entitled to change insurance packages at any time during this contract through a letter of agreement provided that there is no increased cost to the Board.

SECTION 5.2: PROFESSIONAL SALARY

1. Salary Schedules:

BA/BS		BA/BS + 18		MA or BA/BS +45		MA + 15 or BA/BS + 60		MA + 30 or BA/BS + 75	
Year	21/22	Year	21/22	Year	21/22	Year	21/22	Year	21/22
1	37,582	1	38,600	1	42,232	1	43,990	1	45,741
2	38,318	2	39,987	2	42,885	2	44,641	2	46,392
3	39,987	3	41,741	3	44,641	3	46,392	3	48,147
4	41,741	4	43,495	4	46,392	4	48,147	4	49,901
5	43,495	5	45,249	5	48,147	5	49,901	5	51,655
6	45,249	6	47,003	6	49,899	6	51,655	6	53,409
7	46,898	7	48,759	7	51,655	7	53,409	7	55,164
8	48,759	8	50,510	8	53,409	8	55,164	8	56,917
9	50,510	9	52,265	9	55,164	9	56,917	9	58,671
10	52,265	10	54,018	10	56,917	10	58,671	10	60,425
11	54,018	11	55,771	11	58,671	11	60,425	11	62,178
12	54,018	12	57,527	12	60,425	12	62,178	12	63,933
13-16	54,018	13-16	59,194	13-16	62,177	13-16	63,982	13-16	65,786
17-19	54,018	17-19	60,863	17-19	63,930	17-19	65,784	17-19	67,642
20-22	54,018	20-22	62,531	20-22	65,682	20-22	67,587	20-22	69,494
23+	54,018	23+	64,200	23+	67,433	23+	69,392	23+	71,349

BA/BS		BA/BS + 18		MA or BA/BS +45		MA + 15 or BA/BS + 60		MA + 30 or BA/BS + 75	
Year	22/23	Year	22/23	Year	22/23	Year	22/23	Year	22/23
1	38,709	1	39,758	1	43,499	1	45,309	1	47,113
2	39,467	2	41,187	2	44,172	2	45,980	2	47,784
3	41,187	3	42,993	3	45,980	3	47,784	3	49,591
4	42,993	4	44,800	4	47,784	4	49,591	4	51,398
5	44,800	5	46,606	5	49,591	5	51,398	5	53,204
6	46,606	6	48,413	6	51,396	6	53,204	6	55,012
7	48,305	7	50,222	7	53,204	7	55,012	7	56,819
8	50,222	8	52,026	8	55,012	8	56,819	8	58,625
9	52,026	9	53,833	9	56,819	9	58,625	9	60,431
10	53,833	10	55,639	10	58,625	10	60,431	10	62,238
11	55,639	11	57,444	11	60,431	11	62,238	11	64,043
12	55,639	12	59,253	12	62,238	12	64,043	12	65,851
13-16	55,639	13-16	60,970	13-16	64,042	13-16	65,901	13-16	67,759
17-19	55,639	17-19	62,689	17-19	65,848	17-19	67,757	17-19	69,671
20-22	55,639	20-22	64,407	20-22	67,652	20-22	69,615	20-22	71,579
23+	55,639	23+	66,126	23+	69,456	23+	71,474	23+	73,489

BA/BS		BA/BS + 18		MA or BA/BS +45		MA + 15 or BA/BS + 60		MA + 30 or BA/BS + 75	
Year	23/24	Year	23/24	Year	23/24	Year	23/24	Year	23/24
1	39,483	1	40,553	1	44,369	1	46,216	1	48,056
2	40,257	2	42,010	2	45,055	2	46,900	2	48,740
3	42,010	3	43,853	3	46,900	3	48,740	3	50,583
4	43,853	4	45,696	4	48,740	4	50,583	4	52,426
5	45,696	5	47,538	5	50,583	5	52,426	5	54,268
6	47,538	6	49,382	6	52,424	6	54,268	6	56,112
7	49,271	7	51,226	7	54,268	7	56,112	7	57,955
8	51,226	8	53,066	8	56,112	8	57,955	8	59,797
9	53,066	9	54,909	9	57,955	9	59,797	9	61,640
10	54,909	10	56,752	10	59,797	10	61,640	10	63,483
11	56,752	11	58,593	11	61,640	11	63,483	11	65,324
12	56,752	12	60,438	12	63,483	12	65,324	12	67,168
13-16	56,752	13-16	62,189	13-16	65,323	13-16	67,219	13-16	69,114
17-19	56,752	17-19	63,943	17-19	67,165	17-19	69,112	17-19	71,065
20-22	56,752	20-22	65,695	20-22	69,005	20-22	71,007	20-22	73,011
23+	56,752	23+	67,449	23+	70,845	23+	72,904	23+	74,959

2. For years 2021-2022, 2022-2023, and 2023-2024, an off-schedule payment for Covid-19 hazard pay, in accordance with applicable state and/or federal guidelines, in the amount of seven-hundred dollars ($700.00) will be paid to each bargaining unit member, in a separate check, no later than December 1 of each year of this Agreement.

SECTION 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. Prior Experience:

    a. All teachers shall be given, not to exceed twelve (12) steps, credit for prior teaching experience. Prior teaching experience shall be at the rate of one (1) step for each year of experience.

    b. Any teacher with prior teaching experience with Kalkaska Public Schools shall be given full credit for each year of said experience.

    c. The Association and Board identified current bargaining unit employees who will receive two (2) additional steps per year until they have reached their actual/true/accurate level 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 C) 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. The district shall have the option to divide pays into twenty-four pays, over the course of twelve months, for all staff.

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 require 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. 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.

    a. Such regular teacher shall receive the extra duty rate as established in Section 5.3.19 for each period he/she substitutes and loses his/her conference period.

16. In the event that a substitute teacher is unavailable and an absent teacher's students must be split up among other teachers within a grade level (likely in the elementary grades, but possibly at any level), the teachers who takes responsibility for the absent teacher's students shall be entitled to split $138.00 (the same rate that would apply to six high school teachers covering for an absent teacher without a substitute) among the number of teachers who share the absent teacher's students, prorated by the number of hours they have the added responsibility.

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

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

19. Bargaining unit members shall be paid $25.00 per hour for work assigned outside their normal work day, that is considered extra duty (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.

20. Upon presentation of a proof of payment, the Board will reimburse a teacher for the cost charged to the teacher by the Michigan Department of Education for the renewal of a provisional certificate or a

professional education teaching certificate, on the further condition that the teacher's most recent year-end evaluation has an overall rating of effective or highly effective.

21. Pursuant to Section 1250 of the Revised School Code, those teachers receiving ratings of Effective or Highly Effective on their year-end evaluation, and in attendance for no less than 160 of 183 work days will receive a pro-rata share of a $50,000 evaluation stipend pool established by the Board for the 2021-2022 school year, and a $25,000 evaluation stipend pool established by the Board for the 2022-2023 and 2023-2024 years of this contract. FMLA, professional development, or any extenuating circumstances approved by the superintendent do not count against this incentive.

22. Any lump-sum type compensation will be paid to the teacher in a prorated manner based on FTE status and date-of-hire.

23. Upon request, school sports events passes shall be provided to teachers and their family.

SECTION 5.4: RETIREMENT BENEFIT

1. Master Teacher Program

a. Any teacher who has fifteen (15) or more years vested in the Michigan Public School Employee's Retirement System (MPSERS) 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 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.

b. The Board will allow annual enrollment of up to fifty percent (50%) of eligible teachers into the MASTER TEACHER 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. This will not affect current participants and allows for completion of current projects.

c. Each teacher who voluntarily enters into this program shall submit a letter of application to the superintendent, or designee, indicating his or her desire to be included in the program, the plan for their project, and an explanation of how this project will benefit Kalkaska Public Schools as a whole, and for years to come. Upon acceptance of the letter by the superintendent, or designee, the teacher's application will be considered by a subcommittee

formed for the purpose of determining acceptance of new teachers into the Master Teacher program. Teachers who have met the aforementioned conditions will be placed in the Master Teacher Program for the following three years as long as:

i. The teacher is available to work one-hundred-eighty (180) hours per year in various assignments as noted below, and

ii. The teacher has been rated Effective, Highly Effective, or equivalent, based on the applicable state evaluation rating system, over the past three years, and

iii. 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

iv. 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):

1. Performing duties which may be necessary to enable the district to achieve and/or maintain goals and/or implementation of the District Strategic Plan.

2. Serving as a teacher-leader of a Professional Learning Community (PLC) group.

3. 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 but are not limited to: curriculum development and grant writing. These activities shall be accomplished in conjunction with the District-School Improvement Committee.

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. They, along with their supervising administrator must present an update on their work/project to the Board once a year.

e. The exact plan for each Master Teacher shall be mutually agreed upon in writing by the Master Teacher and the Administration. 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 Master Teacher Program will receive, in addition to their salary as stated in the annual salary schedule, a payment of nine-thousand dollars ($9,000) into an eligible 403(b) plan of their choice, payable with the last pay in June of that school year, for each successful year in the program.

g. In the event that a Master Teacher participates in the program for less than the three (3) year maximum, the benefits as outlined in Section 5.4.1(f) shall be received in a prorated manner.

2. Retirement Incentive

a. Any teacher who has completed the Master Teacher Program is not eligible for this benefit.

b. To qualify for this plan a teacher must have taught in Kalkaska Public Schools for a minimum of 10 consecutive years and be qualified for retirement under the policy of the Michigan Public Schools Employees' Retirement System (MPSERS). This plan is not available to those who have participated, or plan to participate, in the Master Teacher Program, unless they did not complete the full three years. In such cases, they are eligible at a prorated yearly amount.

c. A qualifying teacher shall receive as retirement pay an amount equal to seventy-five ($75) for each day of accumulated sick leave, up to a limit of 100 days. The payment for accumulated sick leave will be received in the form of an employer contribution to an eligible 403(b) plan. This is a one-time payment and will occur in July of the year of retirement, and evidence from the MPSERS that the processing of his/her application for retirement has been initiated.

d. Persons qualifying for retirement pay must file a letter of resignation to retire by November 15th if retiring at the end of the first semester or March 31st if retiring at the end of the second semester to be eligible for the retirement pay under this provision.

e. In case of death of the employee, and in the event that the employee was eligible to retire and collect benefits per this section, the employee's surviving spouse, if any, shall be paid an amount equivalent to fifty percent (50%) of the unused sick leave payout.

f. In years 23, 24, and 25, or any three consecutive years thereafter, teachers will receive an off-schedule payment in the amount of $1,620 each year. Any teacher who receives any portion of this benefit is not eligible to apply for the Master Teacher Program.

g. Persons who have retired prior to this agreement shall be subject to the retirement plan they received when they retired.

SECTION 5.5: EXTRA CURRICULAR COMPENSATION

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

2. Pay for these activities shall be determined by multiplying the salary of the BA/BS, year one salary by the percentage listed next to each prospective activity. A 2% increase shall be given for each year of experience, at Kalkaska Public Schools, in a given activity up to nine (9) years. For the 2020-21 school year, bargaining unit employees will receive a step advancement for extra-curricular assignments.

Step (BA/BS)	AMOUNT
1	$36,143
2	$36,500
3	$37,231
4	$37,975
5	$38,735
6	$39,509
7	$40,300
8	$41,106
9+	$41,928

SPORTS COACHES

Basketball: Girls	
Head Varsity Coach	12%
Junior Varsity Coach	8%
Freshman Coach	8%
8th Grade Coach	3%
7th Grade Coach	3%
7th and 8th Grades Coach	3%
6th Grade Coach	2%

Basketball: Boys	
Head Varsity Coach	12%
Junior Varsity Coach	8%
Freshman Coach	8%
8th Grade Coach	3%
7th Grade Coach	3%
7th and 8th Grades Coach	3%
6th Grade Coach	2%

Football	
Head Varsity Coach	12%
Assistant Varsity Coach (2)	8%
Junior Varsity Coach (2)	8%
Freshman Coach (2)	8%
MS Grade Coach (2)	5%

Volleyball	
Head Varsity Coach	10%
Junior Varsity Coach	8%
Freshman Coach	8%
7th and 8th Grade Coach	3%
7th Grade	3%
8th Grade	3%

Track	
Head Varsity Coach - Boys	10%
Assistant Coach - Boys	6%
Head Varsity Coach-Girls	10%
Assistant Coach - Girls	6%
If combined:	
Head Varsity Coach – Boys/Girls	11%
Assistant Coach – Boys/Girls (2)	6%
Middle School Boys	3%
Middle School Girls	3%

Cross-Country	
Head Varsity Coach - Boys	10%
Head Varsity Coach - Girls	10%
If combined:	
Head Varsity Coach – Boys/Girls	11%
Middle School Boys/Girls	4.5%

Baseball	
Head Varsity Coach	10%
Junior Varsity Coach	8%

Softball	
Head Varsity Coach	10%
Junior Varsity Coach	8%

Wrestling	
Head Coach	10%
Assistant Coach	8%

Skiing	
Head Varsity Coach – Boys	5%
Head Varsity Coach – Girls	5%

Soccer	
Head Varsity Coach - Boys	10%
Head Varsity Coach - Girls	10%
Assistant, if no JV (2)	3%
Junior Varsity	8%

Golf	
Head Varsity Coach - Boys	10%
Head Varsity Coach - Girls	10%

Robotics	
Head Coach	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, unless the sport is not offered the following season.

YEAR ROUND

Game/Site Managers	
Fall	$1,750
Winter (2)	$1,750
Spring	$1,750
Middle School (Full Year)	$1,750

EXTRA CURRICULAR COMPENSATION (OUTSIDE THE SCHOOL DAY or REGULAR DUTY)

Advanced Placement Instructors	10%
High School Band Director	7%
Middle School Band Director	3%
Drama/Production	3%
Activities of the Mind	
● High School for Each Activity	2%
● Middle School for Each Activity	2%
● (Minimum $600 per individual team) ● (Includes Science Olympiad, Odyssey of the Mind, Future Problem Solving, Math Counts, Close Up, International Baccalaureate, Robotics, etc.).	2%
Bus Duty/Lunch Monitor High School, Middle School, Elementary	2%
● *(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.*	
Homework Lab - HS, MS, Elementary:	Paid at the extra duty rate as established in Section 5.3.19
DISTRICT School-To-Work Teacher	$1,750 per semester
Department Heads (See Section 2.3)	$750 Each

Newspaper		Yearbook	
● High School	3%	● High School	3%
● Middle School	2%	● Middle School	2%

Head Class Sponsors (outside of the school day or regular duty)	
● Seniors	2%
● Junior	4%
● Sophomore	2%
● Freshman	2%
Student Council:	
● High School (2)	3%
● Middle School (1)	3%
● Upper Elementary (1)	1%
National Honor Society	3%
Clubs (PRE-APPROVED)	2%
Dances, Sponsors - after games: Paid at the extra duty rate as established in Section 5.3.19	
Vocational Certificate	$500
Mentor Teacher (See Section 2.5)	$750
This stipend shall be paid to members working in the traditional mentor program and when required to a different grade level/department when authorized by the district.	
Half Time Mentor Teacher	$375

ANNUAL COMMITTEE APPOINTMENTS AND ASSIGNMENTS

Appointed member of standing committee	Paid at the extra duty rate as established in Section 5.3.19

ARTICLE VI: OTHER

SECTION 6.1: 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 student eligible for special education services 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 special education eligible student's participation in regular education programming can be achieved satisfactorily will depend upon several 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 special education eligible 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 other students in those regular education classrooms).

2. IEPC Participation: At least one bargaining unit member who will be providing instructional or other services to a special education eligible 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. If the IEPC meeting is held during school hours, a substitute shall be provided for any teacher so involved.

3. If any bargaining unit member, in writing, advises the Board of a reasonable basis to believe that a special education eligible student's current Individual Educational Planning Committee (IEPC) report is not meeting the student's unique needs as required by law, the Board shall review the matter and advise the teacher of its determination.

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 the special education eligible student.

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

6. Accountability/Liability: Further, the Board 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 overage 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.

   The Board 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, so long as the bargaining unit member was acting within the course of their employment and within the scope of their authority.

   No retaliation: No bargaining unit member will be retaliated against, 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 special education eligible student with respect to the provision of the Least Restrictive Environment mandate as provided for in this Article or by law.

7. 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.

SECTION 6.2: DISTRICT-SCHOOL IMPROVEMENT COMMITTEE

1. The District-School Improvement Committee (DSIC) of the Kalkaska Public Schools shall be established as the "vehicle" for evaluating and improving the district's program of instruction. More specifically, the District-School Improvement Committee 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. Maintaining system-wide continuity, consistency and communication.

    c. Examining subject content, student performance behaviors, and program delivery systems.

    d. Organizing the program of instruction into a uniform and consistent written format.

    e. Evaluating the District's testing program and analyzing student test results as they relate to curriculum and student achievement.

    f. Developing, organizing and approving proposals for program change and submitting them to the Administration and Board of Education.

    g. Helping to develop activities for teacher in-service education.

    h. Coordinating with the Master Teacher Program as described in sub-section iv.3 of Section 5.4.1(c).

2. Membership in the District-School Improvement Committee shall consist of a minimum of one teacher representative from each building, according to the following:

a. Elementary (grades K-5) - one representative each from:	b. Secondary (grades 6-12) - one representative each from:
● K-1	● Math
● 2-3	● Science
● 4-5	● Social Studies
● Specials	● English Language Arts
● Special Education / Title-1	● Specials
	● Special Education / Title-1

Membership is to be equally distributed between middle school and high school teachers (e.g. three from the middle school and three from the high school).

3. District School improvement committee members will be appointed by the administration, from among those making application.

4. The Superintendent or his/her designee shall be the District-School Improvement Committee Coordinator.
    a. The Coordinator shall provide an agenda, lend support, guidance and direction when needed.

5. Building principals, teacher representatives and the Coordinator will be voting members of the District-School Improvement Committee.

SECTION 6.3: SCHOOL IMPROVEMENT COMMITTEE

1. Each building shall have a school improvement committee.

    a. The purpose of this committee is to:

        i. Oversee the school improvement process for the respective building.

        ii. Provide an opportunity for an individual to be heard.

        iii. Discuss issues submitted by a representative or any staff member.

        iv. All decisions and recommendations of the School Improvement Committees shall be reached by a consensus of that committee.

    b. The committee structure shall be as follows:

        i. Representatives will include the site administrator, members of the teaching staff (one per five teaching staff), and parent(s) as provided in P.A. 25.

        ii. Parents and/or students may be requested to provide input in the committee.

        iii. Selection of meeting frequency and times would be at the discretion of the administrator. 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.

c. The scope of the School Improvement Committee may include:

   i. Ways to improve conditions for instruction.

   ii. Consistency of policy enforcement within sites and/or the district.

   iii. Student discipline policies.

   iv. Ways to improve cooperation of staff and administration.

   v. Teacher handbook.

   vi. Input into the budget process in buildings.

   vii. Review and input into ESEA requirements, as amended.

SECTION 6.4: 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:

        i. It shall be signed by the Grievant(s) or the Association Grievance Committee Chairperson.

        ii. It shall contain a full synopsis of the facts giving rise to the alleged violation.

iii. It shall cite the section or subsections of the Agreement alleged to have been violated.

iv. It shall contain the date of the alleged violation if known.

v. 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.

8. 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.

i. 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.

ii. The termination of services of or failure to renew the employment of any tenure or probationary teacher.

iii. The termination of services of or failure to renew the employment of or failure to employ any teacher in an extra-curricular position.

iv. 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, 2024.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____day of _____ 2021.

Northern Michigan Education Association	**Kalkaska Public Schools Board of Education**
by	by
Lisa Sutton *President- Kalkaska Education Association*	Rick Heitmeyer *Superintendent*
by	by
Mary McGee-Cullen *MEA UniServ Director*	Rachael Birgy *Board of Education President*
by	by
Josh England *Chief Spokesperson*	Wendy Watson *Board of Education Secretary*
by	by
Bryan Hawkins *Negotiating Committee Member*	Mary Scobey *Board of Education Treasurer*
by	
Kim Biehl	

Negotiating Committee Member	

Kalkaska Public Schools

Grievance Report Form/Kalkaska Education Association

APPENDIX B

Revised: 8-22-2016

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: _____

d. Statement of Grievance:

e. Relief Sought:

_____ _____

Signature (Grievant/Association) Date

f. Disposition of Principal/Supervisor:

Signature of Principal/Supervisor Date

g. Disposition of Grievant and/or Association/Union:

Signature of Principal/Supervisor Date

STEP II

A. Date received by Superintendent of Designee:

B. Disposition of Superintendent or Designee:

Signature of Superintendent Date

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

Signature (Grievant/Association) Date

(Attach additional pages as needed.)

STEP III

A. Date submitted to Arbitration: _____

Disposition and Award of Arbitrator: Attached for file

Kalkaska Public Schools

Extra-Curricular Contract

APPENDIX C

Revised: 8-22-2016

This agreement entered into on: _____

between the Board of Education of Kalkaska Public Schools and _____ for the period of one year to perform services consisting of _____

_____ at Kalkaska _____

For these duties the Board agrees to pay ___*_____ for the _____

The teacher/coach 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.

*(*Salary Calculation _____)*

Years of Experience in Activity _____ %

☐ Divide my extra 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 cut-off dates.

SIGNATURE of Building Principal/Athletic	PRINT Name of Building Principal/Athletic
SIGNATURE of Superintendent	Print Name of Superintendent
SIGNATURE of Teacher/Coach	Print Name of Teacher/Coach

Kalkaska Public Schools

Application for Extended Sick Leave

APPENDIX D

Revised: 8-22-2016

Employee's Name: _____ Date of Birth: _____

Building: _____ Assignment: _____

First work day lost due to THIS disability: _____

Description of the 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/they is/are unable to work.

Physician's Signature Date

DATE EMPLOYEE IS ELIGIBLE TO RETURN TO WORK: _____

****

For Office Use Only

APPENDIX E

Kalkaska Public Schools

2021-2022 Calendar

STAFF FINAL

23 misc | 24 | 25 | 26

August / September 2021

M	T	W	TH	F	S	S 1/2	T
30	31 First Day	1	2	3	4		7
6	7	8	9	10	4	0	4
13	14	15	16	17	5		5
20	21	22	23	24	5		5
27	28	29	30		4		4
					22	0	25

October 2021

M	T	W	TH	F	S	S 1/2	T
				1	1		1
4	5	6	7	8	5		5
11	12	13	14	15	5		5
18	19	20	21 Conf 12-8	22	3	2	5
25	26	27	28	29	5		5
					19	2	21

November 2021

M	T	W	TH	F	S	S 1/2	T
1	2	3	4	5	5		5
8	9	10	11	12	5		5
15	16	17	18	19	5		5
22	23	24	25	26	2		2
29	30				2		2
					19	0	19

December 2021

M	T	W	TH	F	S	S 1/2	T
		1	2	3	3		3
6	7	8	9	10	5		5
13	14	15	16	17	5		5
20	21	22	23	24	3		3
27	28	29	30	31			
					16	0	16

January 2022

M	T	W	TH	F	S	S 1/2	T
3	4	5	6	7	5		5
10	11	12	13	14	5		5
17	18	19	20	21	3	2	5
24	25	26	27	28	5		5
31					1		1
					19	2	21

February 2022

M	T	W	TH	F	S	S 1/2	T
	1	2	3	4	4		4
7	8	9	10	11	5		5
14	15	16	17	18	4	1	5
21	22	23	24	25	4		4
28					1		1
					18	1	19

March 2022

M	T	W	TH	F	S	S 1/2	T
	1	2	3	4	4		4
7	8	9	10 Conf 12-8	11	3	2	5
14	15	16	17	18	5		5
21	22	23	24	25	4	0	4
28	29	30	31				
					16	2	18

April 2022

M	T	W	TH	F	S	S 1/2	T
				1			
4	5	6	7	8	5		5
11	12	13	14	15	4	1	5
18	19	20	21	22	4	1	5
25	26	27	28	29	5		5
					18	2	20

May 2022

M	T	W	TH	F	S	S 1/2	T
2	3	4	5	6	5		5
9	10	11	12	13	5		5
16	17	18	19	20	5		5
23	24	25	26	27	5		5
30	31				1		1
					21	0	21

June 2022

M	T	W	TH	F	S	S 1/2	T
		1	2	3	1	2	3
6	7	8	9	10			
13	14	15	16	17			
20	21	22	23	24			
27	28	29	30				
					1	2	3

K-12 PT Conferences (12:15-8 p.m.)		
Half Day Students/Staff Full Day		
Vacation Days-No School		
PD DPPD-No School	8:00-3:00	
End of Marking Period		
Half Day Meeting/Half Day Prep		

Total FULL Days	169	183.0
Total HALF Days	11	0.0
PD that does not count for student days	180	183.0
Half Day ALL		
PLC		

1.5 Hours Each PD

Kalkaska Public Schools

2022-2023 Calendar

August 2022 – September 2022

M	T	W	TH	F	S	S 1/2	T
29	30	31	1	2	0		3
5	6 First Day	7	8	9	4		4
12	13	14	15	16	5		5
19	20	21	22	23	5		5
26	27	28	29	30	5		5
					19	0	22

October 2022

M	T	W	TH	F	S	S 1/2	T
3	4	8	5	6	5		5
10	11	12	13	14	5		5
17	18	19	20	21	3	2	5
24	25	26	27	28	5		5
31					1		1
					19	2	21

November 2022

M	T	W	TH	F	S	S 1/2	T
	1	2	3	4	4		4
7	8	9	10	11	5		5
14	15	16	17	18	5		5
21	22	23	24	25	2		2
28	29	30			3		3
					19	0	19

December 2022

M	T	W	TH	F	S	S 1/2	T
			1	2	2		2
5	6	7	8	9	5		5
12	13	14	15	16	5		5
19	20	21	22	23			
26	27	28	29	30			
					12	0	12

January 2023

M	T	W	TH	F	S	S 1/2	T
2	3	4	5	6	4		4
9	10	11	12	13	5		5
16	17	18	19	20	3	2	5
23	24	25	26	27	5		5
30	31				2		2
					19	2	21

February 2023

M	T	W	TH	F	S	S 1/2	T
		1	2	3	3		3
6	7	8	9	10	5		5
13	14	15	16	27	4		4
20	21	22	23	24	5		5
27	28				2		2
					19	0	19

March 2023

M	T	W	TH	F	S	S 1/2	T
		1	2	3	3		3
6	7	8	9	10	3	2	5
13	14	15	16	17	5		5
20	21	22	23	24	4		4
27	28	29	30	31			
					15	2	17

April 2023

M	T	W	TH	F	S	S 1/2	T
3	4	5	6	7	4	1	5
10	11	12	13	14	5		5
17	18	19	20	21	4	1	5
24	25	26	27	28	5		5
					18	2	20

May 2023

M	T	W	TH	F	S	S 1/2	T
1	2	3	4	5	5		5
8	9	10	11	12	5		5
15	16	17	18	19	5		5
22	23	24	25	26	5		5
29	30	31			2		2
					22	0	22

June 2023

M	T	W	TH	F	S	S 1/2	T
			1	2	2		2
5	6	7	8	9	5		5
12	13	14	15	16	1	2	3
19	20	21	22	23			
26	27	28	29	30			
					8	2	10

K-12 PT Conferences (12:15-*8 p.m.*)	
Half Day Students/Staff Full Day	
Vacation Days-No School	
PD DPPD-No School	*8:00-3:00*
End of Marking Period	
Half Day Meeting/Half Day Prep	

Total FULL Days	***170***	***183.0***
Total HALF Days	***10***	0.0
PD that does not count for student days	*180*	*183.0*
Half Day ALL		
PLC		

Kalkaska Public Schools

2023-2024 Calendar

8-3-2021 Teacher Draft 1

Kalkaska Days 22, 23, 24

August / September 2023

M	T	W	TH	F	S	S 1/2	T
28	29 First Day	30	31	1	3		6
4	5	6	7	8	4		4
11	12	13	14	15	5		5
18	19	20	21	22	5		5
25	26	27	28	29	5		5
					22	0	25

October 2023

M	T	W	TH	F	S	S 1/2	T
2	3	4	5	6	5		5
9	10	11	12	13	5		5
16	17	18	19	20	3	2	5
23	24	25	26	27	5		5
30	31				2		2
					20	2	22

November 2023

M	T	W	TH	F	S	S 1/2	T
		1	2	3	3		3
6	7	8	9	10	5		5
13	14	15	16	17	5		5
20	21	22	23	24	2		2
27	28	29	30		4		4
					19	0	19

December 2023

M	T	W	TH	F	S	S 1/2	T
				1	1		1
4	5	6	7	8	5		5
11	12	13	14	15	5		5
18	19	20	21	22			
25	26	27	28	29			
					11	0	11

January 2024

M	T	W	TH	F	S	S 1/2	T
1	2	3	4	5	3		3
8	9	10	11	12	5		5
15	16	17	18	19	3	2	5
22	23	24	25	26	5		5
29	30	31			3		3
					19	2	21

February 2024

M	T	W	TH	F	S	S 1/2	T
			1	2	2		2
5	6	7	8	9	5		5
12	13	14	15	16	4	1	5
19	20	21	22	23	5		5
26	27	28	29		4		4
					20	1	21

March 2024

M	T	W	TH	F	S	S 1/2	T
				1	1		1
4	5	6	7	8	5		5
11	12	13	14	15	3	2	5
18	19	20	21	22	4		4
25	26	27	28	29			
					13	2	15

April 2024

M	T	W	TH	F	S	S 1/2	T
1	2	3	4	5	5		5
8	9	10	11	12	5		5
15	16	17	18	19	5		5
22	23	24	25	26	4	1	5
29	30				2		2
					21	1	22

May 2024

M	T	W	TH	F	S	S 1/2	T
		1	2	3	3		3
6	7	8	9	10	5		5
13	14	15	16	17	5		5
20	21	22	23	24	5		5
27	28	29	30	31	4		4
					22	0	22

June 2024

M	T	W	TH	F	S	S 1/2	T
3	4	5	6	7	3	2	5
10	11	12	13	14			
17	18	19	20	21			
24	25	26	27	28			
					3	2	5

K-12 PT Conferences (12:15-8 p.m.)	
Half Day Students/Staff Full Day	
Vacation Days-No School	
PD DPPD-No School	8:00-3:00
End of Marking Period	
Half Day Meeting/Half Day Prep	

Total FULL Days	170	183.0
Total HALF Days	10	0.0
PD that does not count for student days	180	183.0
Half Day ALL		
PLC		