

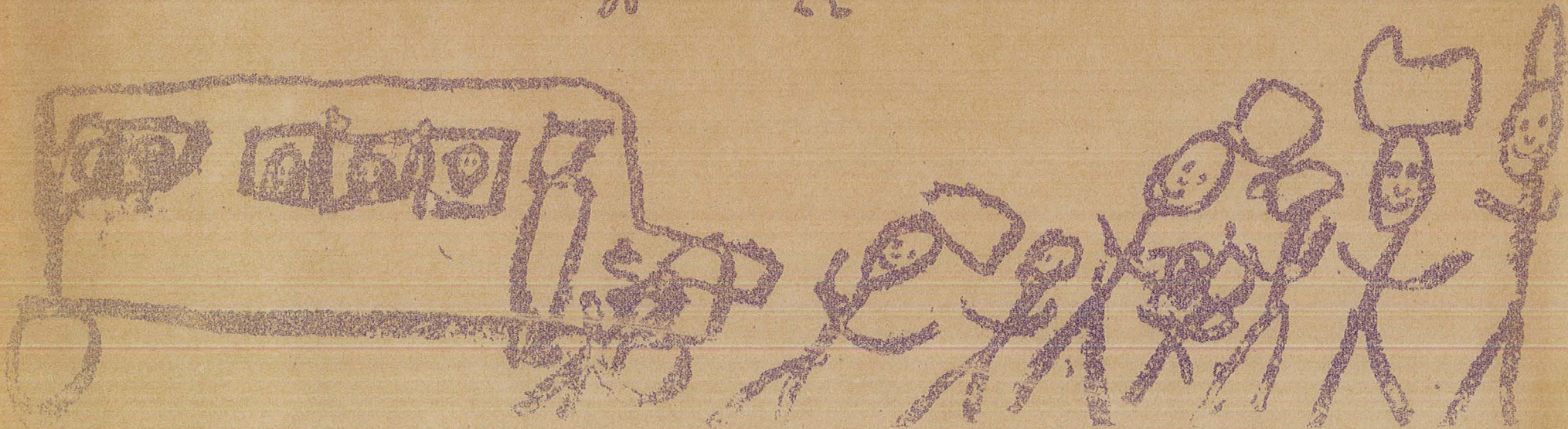
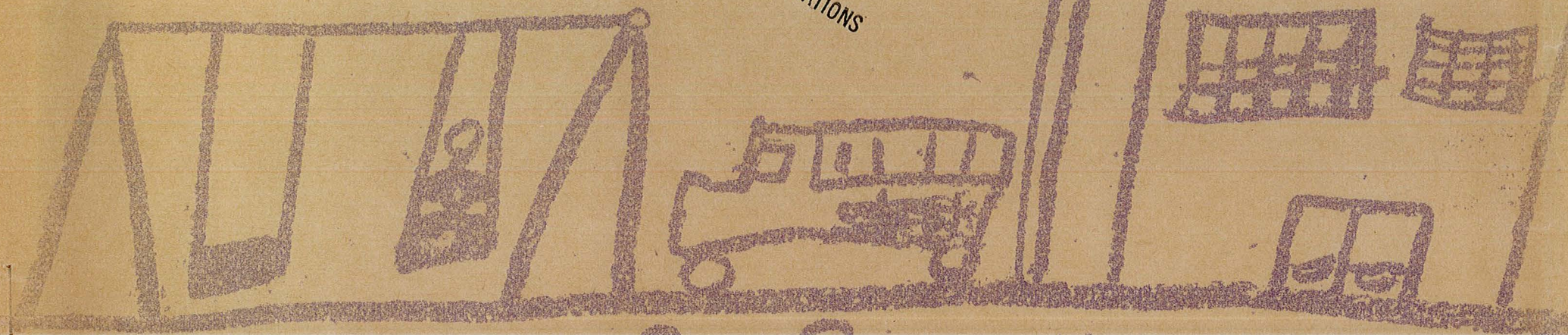
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ADAMS TOWNSHIP

MASTER

CONTRACT

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"An investment in knowledge  
always pays the best interest."

-- Ben Franklin

Mea  
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TABLE OF CONTENTS

	Page
PREAMBLE . . . . .	1
AGREEMENT . . . . .	2
Article I - RECOGNITION . . . . .	3
Article II - ASSOCIATION AND TEACHER RIGHTS . . . . .	3
Article III - RIGHTS OF THE BOARD . . . . .	4
Article IV - TEACHING HOURS AND CLASS LOAD . . . . .	5
Article V - SPECIAL STUDENT PROGRAM . . . . .	6
Article VI - TEACHING CONDITIONS . . . . .	6
Article VII - QUALIFICATIONS AND ASSIGNMENTS . . . . .	7
Article VIII - VACANCIES, PROMOTIONS AND TRANSFERS . . . . .	8
Article IX - ILLNESS OR DISABILITY . . . . .	9
Article X - PERSONAL BUSINESS . . . . .	9
Article XI - UNPAID LEAVES OF ABSENCE . . . . .	9
Article XII - ACADEMIC FREEDOM . . . . .	10
Article XIII - TEACHER EVALUATION . . . . .	10
Article XIV - PROFESSIONAL BEHAVIOR . . . . .	11
Article XV - PROFESSIONAL IMPROVEMENT . . . . .	11
Article XVI - MAINTENANCE OF STANDARDS . . . . .	11
Article XVII - SCHOOL CALENDAR (Schedule A) . . . . .	12
Article XVIII - PROFESSIONAL COMPENSATION . . . . .	12
Article XIX - SPECIAL TEACHING ASSIGNMENTS . . . . .	12
Article XX - STUDENT DISCIPLINE AND TEACHER PROTECTION . . . . .	12
Article XXI - INSURANCE PROTECTION . . . . .	13
Article XXII - PROFESSIONAL GRIEVANCE PROCEDURE . . . . .	14
Article XXIII - CURRICULUM REVIEW COMMITTEE . . . . .	15
Article XXIV - NEGOTIATION PROCEDURES . . . . .	15
Article XXV - MISCELLANEOUS PROVISIONS . . . . .	16
Article XXVI - MEMBERSHIP, FEES AND PAYROLL DEDUCTIONS . . . . .	16
Article XXVII - DURATION OF AGREEMENT . . . . .	17



TABLE OF CONTENTS (Con't.)

	Page
Schedule A - SCHOOL CALENDAR - 1968-69 . . . . .	18
Schedule A - SCHOOL CALANDAR (Con't.) . . . . .	19
Schedule B - . . . . .	20
Schedule C - CODE OF ETHICS PREAMBLE . . . . .	21
Principal I - COMMITTMENT TO THE STUDENT . . . . .	21
Principal II - COMMITTMENT TO THE COMMUNITY . . . . .	22
Principal III - COMMITTMENT TO THE PROFESSION . . . . .	22
Principal IV - COMMITTMENT TO THE PROFESSIONAL EMP. PRACTICES . .	23
VIOLATIONS OF THE CODE OF ETHICS . . . . .	24



## PREAMBLE

In order to provide equal and good educational opportunities for all the children of Michigan, this document is provided with the intent of establishing terms and conditions of employment that are as nearly uniform as possible for teachers throughout the State. There is little justification for teachers in smaller communities working under standards less favorable than those recognized as fair which prevail in larger communities.

Pursuant to the intention of the State Board of Education to establish terms and conditions of employment that are as nearly uniform as possible for teachers throughout the State, the Adams Township Education Association submits the following master contract. While the provisions of this contract are known to reoccur frequently they are general in nature and in no way reflect specific grievances of this Association.



## AGREEMENT

This Agreement, entered into this 7th day of October, 1968, by and between the Board of Education of Adams Township, Houghton County, Michigan, hereinafter called the "Board", and the Adams Township Education Association, hereinafter called the "Association".

W I T N E S S E T H

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Adams Township is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

BE IT, THEREFORE, RESOLVED: that:



## ARTICLE I

Recognition

A. The Board hereby recognizes the Adams Township Education Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all teachers employed by it.

B. The term 'teacher' for purposes of this Agreement shall include personnel on tenure, probation, classroom teachers, guidance counselors, librarians, but excluding supervisory and executive personnel, office, clerical, and maintenance personnel, drivers and nurses.

C. Any person shall be considered a teacher for purposes of this contract when filling a teaching position for which no other teacher is employed.

## ARTICLE II

Association and Teacher Rights

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every teacher employed by the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States: that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

C. The Association shall have the right to use school buildings at all reasonable hours for meetings, at such times and such facilities as will not interfere with the regular school activities or other prior commitments by the Board for the same facilities, provided that when special custodial service is required, the Board may make a reasonable charge therefor. No charge shall be made for use of school facilities before the commencement of the school day, nor until 6:00 P.M. provided custodial help is available during that period of time.

D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations, and further provided that such representatives shall first report to the superintendent or building principals office upon entry and arrange to conduct their business.



Article II, cont'd.

E. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines and other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

F. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards at least one of which shall be provided in each school building. The Association may use the district mail service and teacher mail boxes for communication to teachers. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises.

G. The Board agrees to make available for inspection to the Association in response to prearranged requests all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including county allocation board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers, together with information which may be necessary for the Association to process any grievance or complaint.

H. The Board will discuss with the Association any new or modified fiscal, budgetary or tax programs, construction programs or major revisions of educational policy, which are proposed or under consideration and the Association will be given opportunity to advise the Board with respect to said matters prior to their adoption and general publication.

I. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board except when it impairs the teacher's effectiveness in the classroom or position.

J. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, or marital status.

ARTICLE III

Rights of the Board

The Board on its own 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 by the laws and the constitution of the State of Michigan and of the United States, including, without limiting the generality of the foregoing, the right: (1) to the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees; (2) to hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion and to promote, and transfer all such employees; (3)



## Article III, cont'd.

to establish grade levels in courses of instruction, including special programs and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board: (4) to decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature, upon the advice of the Association: (5) 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 administrative and non-teaching activities, and the terms and conditions of employment.

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 expressed terms of this 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.

## ARTICLE IV

Teaching Hours and Class Load

- A. Teachers shall be required to report for duty fifteen (15) minutes before the opening of the pupils' regular school day in the morning. Teachers shall be permitted to leave 15 minutes after close of the pupils regular school day. Teachers are encouraged to remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teacher, except that on Fridays or on days preceding holidays or vacations, the teacher's day shall end at the close of the pupils' day.
- B. The normal weekly teaching load in the junior and senior high school will be 30 teaching periods and 10 unassigned preparation periods. Assignment to a supervised study period shall be considered a teaching period for purposes of this Article.
- C. No departure from these norms, except in case of emergency, shall be made without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.
- D. If a teacher shall teach more than the normal teaching load as set forth in this Article, he shall receive additional compensation as provided in Schedule B, paragraph E attached to this Agreement and made a part thereof.
- E. A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any professional grievance procedure, shall be released from regular duties without loss of salary.



## ARTICLE V

Special Student Program

The parties recognize that children having special physical, mental and emotional problems, as determined through testing and interview procedures for Special Education, may require specialized classroom experience and that their presence in regular classrooms may interfere with the normal instructional program and place extraordinary and unfair demands upon the teacher and class. Such assignments will be made only with the concurrence of the teacher involved. Special attention will be given to reducing class size where special students are placed in a regular classroom.

## ARTICLE VI

Teaching Conditions

A. The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

B. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible to meet the following optimum standards.

1. Elementary	<u>Optimum</u>	<u>Maximum</u>
Kindergarten	16	22
First-Second Grade	15	22
Third-Sixth Grade	18	25
2. Secondary	<u>Optimum</u>	<u>Maximum</u>
English		
Social Studies		
General Education		
Mathematics	18	25
Science		
Language		
Business		
Typing	25	30
Industrial Arts	15	20
Drafting	25	30
Vocational Shops	15	20
Homemaking	15	20



## Article VI, cont'd.

	<u>Optimum</u>	<u>Maximum</u>
Music	30	40
Art	20	25
Physical Education	30	40
Pool	20	30
Hygiene	18	25

C. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement all joint decisions thereon. The Board agrees at all times to keep the schools reasonably equipped and maintained.

D. 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 texts which are reasonably requested by the teachers of that school.

E. The Board shall provide:

1. A desk in each classroom in the district with lockable drawer space.
2. Adequate chalkboard space in every classroom, upon request of the teacher.
3. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
4. An appropriate dictionary in every classroom.
5. Adequate attendance books, paper, pencils, pens, chalk, erasers and other material required in the daily teaching responsibility.

F. The Board shall make available in each school adequate lunchroom, restroom and lavatory facilities exclusively for teacher use and at least one room which shall be reserved for use as a faculty lounge in which smoking shall be permitted. Furnishing for such facilities to be mutually agreed upon by the Association and the Board.

G. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or wellbeing.

## ARTICLE VII

Qualifications and Assignments

A. The Board shall exercise every effort to employ teachers who have at least a Bachelors degree from an accredited college or university.

B. The employment of teachers upon special certificates is to be permitted only in cases of absolute necessity or where the



## Article VII, cont'd.

teacher has outstanding credentials and the Association shall be so notified in each instance.

C. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their major or minor field of study and the Association shall be so notified in each instance.

D. All teachers shall be given written notice of their teaching assignment for the forthcoming year no later than the preceding first day of July. In the event that subsequent changes in such teaching assignments are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teachers' schedules be made later than the 15th day of August, preceding the commencement of the school year, except in emergency situations.

E. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Schedule B, and summer school courses, shall be with the consent of the teachers. Preference in making such assignments will be given to teachers regularly employed in the district. Other qualifications being equal, seniority shall be the determining factor in selection. Notice of such positions shall be posted as soon as possible prior to their starting date. Where possible, teachers shall be advised and encouraged to meet qualifications.

## ARTICLE VIII

Vacancies, Promotions and Transfers

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

B. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the superintendent in his reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the normal school year at which time the position will be considered vacant.

C. Whenever a vacancy of any professional position in this District shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. No vacancy shall be filled, except in case of emergency and then only on a temporary basis, until such vacancy shall have been posted for at least fifteen (15) days. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system of the District, and other relevant factors. The Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels, subject to the best interest of the school district. The decision of the Board as to the filling of such vacancy shall, however, be final.



9

Article VIII, cont'd.

D. An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the instructional program. The superintendent shall notify the affected teacher and the Association of the reasons for such transfer. If the teacher objects to such transfer for the reasons given, the dispute may be resolved through the professional grievance procedure.

## ARTICLE IX

### Illness or Disability

A. At the beginning of each school year each tenure teacher shall be credited with a ten (10) day sick leave allowance to be used for absences caused by illness or physical disability of the teacher or his family. The unused portion of such allowance shall accumulate from year to year to a total of sixty (60) days.

B. Absence due to injury or illness incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days, provided that the Board shall pay to such teacher the difference between his salary and benefits received under the Michigan Workmen's Compensation Act for the duration of such absence, but not in excess of one (1) school year.

C. A teacher absent from work because of mumps, scarlet fever, measles or chicken pox shall suffer no diminution of compensation and shall not be charged with sick leave.

## ARTICLE X

### Personal Business

A. At the beginning of every school year, each teacher shall be credited with one (1) day to be used for the teacher's personal business. A teacher planning to use a personal leave day shall notify his principal at least one day in advance, except in cases of emergency. The teacher may be asked to explain the reason for any personal leave requested for a school day immediately before or after a holiday, weekend, or vacation period, and reasonable restrictions may be imposed on personal leaves on such days. All unused personal leave shall be credited to the accumulated sick leave at the end of each school year.

B. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.

## ARTICLE XI

### Unpaid Leaves of Absence

A. A leave of absence of up to one (1) year may be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other states, territories or countries, foreign or military teaching programs, or engaging in study at an accredited college or university reasonably related to his professional responsibilities, or cultural travel or work programs related to his professional responsibilities, provided said teacher states his intention to return to the school system. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.



## Article XI, cont'd.

B. A military leave of absence shall be granted to any teacher who shall be inducted for military duty in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.

C. A leave of absence of up to one (1) year may be granted to any teacher upon application for the purpose of serving as an officer of the Association or on its staff. Upon return from such leave such teachers shall be placed at the same position on the salary schedule as they would have been had they taught in the system during such period.

D. A one semester leave of absence shall be granted to any teacher upon application for the purpose of campaigning for a public office.

## ARTICLE XII

Academic Freedom

A. 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 and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. 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.

B. Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning, subject only to accepted standards of professional educational responsibility.

C. Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

D. Paragraphs A, B, and C of this Article are limited by the application of the Michigan School Code of 1955 as amended, the Michigan Tenure of Teachers Act, the rules and regulations of the State Board of Education, and the codes of ethics of the National Education Association and the Michigan Education Association.

## ARTICLE XIII

Teacher Evaluation

A. Any work performance of teachers shall be evaluated in writing. All evaluations, monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher.

B. A copy of the written evaluation shall be submitted to the teacher at the time of such personal interview or within ten days thereafter, and the teacher shall have the opportunity to review the evaluation report. All evaluations shall be based upon valid criteria for evaluating professional growth.



## ARTICLE XIV

Professional Behavior

- A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.
- B. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.
- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance asserted by the Board or representative thereof shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher, and upon receipt of a written authorization by the teacher, such information shall be provided to the Association.

## ARTICLE XV

Professional Improvement

- A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies and participation in community educational projects.
- B. Upon written application made two weeks in advance and upon approval of the administration and the Board, teachers may be permitted to attend select professional conferences and Michigan Department of Education Curriculum Committee meetings. Travel, meals, lodging and registration fees shall be deemed reimbursable expenses for purposes of this paragraph subject to the approval by the Board upon submission of an itemized list of said expenses with obtainable receipts attached thereto. A teacher attending such conferences or meetings upon the permission of the Board shall be granted sufficient leave time to attend without loss of compensation.
- C. At the request of the Association, or on the Board's initiative, arrangements may be made for after-school courses, workshops, conferences and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualification to participate in the presentation of such programs. All teachers desiring to attend shall be allowed to do so.

## ARTICLE XVI

Maintenance of Standards

- A. All conditions of employment, including teaching hours, extra compensation for work outside regular teaching hours, relief periods, leaves, and general working conditions shall be maintained at not less than the standards in effect in the District at the time this Agreement is signed except where the same may be altered, amended or changed by the express provisions of this Agreement.
- B. The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior negotiation with the Association.



## ARTICLE XVII

School Calendar (Schedule A)

A. For the term of this Agreement the School calendar shall be as set forth in Schedule A. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association.

## ARTICLE XVIII

Professional Compensation

A. The basic salaries of teachers covered by this Agreement are set forth in Schedule B which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.

B. All teachers newly employed shall be given full credit on the Salary Schedule set forth in Schedule B for full years of outside teaching experience in any school district in the State of Michigan and other teaching experience for which credit is allowed.

C. The Board recognizes the desirability of rewarding professional growth as a continued means of upgrading the quality of education.

D. The Board recognizes the desirability of rewarding longevity to promote stability and experience within its teaching staff.

E. The Salary Schedule is based upon the regular school calendar as set forth in Schedule A and the normal teaching load as defined in this Agreement.

F. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance. The same allowance shall be given for use of personal cars for field trips or other business of the district. The Board shall provide liability insurance protection for teachers when their personal automobiles are used as provided in this section.

## ARTICLE XIX

Special Teaching Assignments

A. Assignments for the Adult Education, Driver Education and Summer school program will be made by the Board on the basis of preference to teachers possessing permanent teaching certificates regularly employed in the district during the normal school year. Teachers shall be compensated for teaching in any of such programs as set forth in Schedule B.

B. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they shall call before 7:30 A.M. to report unavailability for work.

## ARTICLE XX

Student Discipline and Teacher Protection

A. Since the teacher's authority and effectiveness in his classroom are undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher



## Article XX, cont'd.

may not fairly be expected to assume the role of warden or custodian. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take steps to relieve the teacher of responsibilities with respect to such pupil.

B. It is recognized that discipline problems are less likely to occur in classes which are well-taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher may use such force as is necessary to protect himself from attack or to prevent injury to another student.

C. A teacher may exclude a pupil from one class period when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident.

D. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his parents when warranted. Transfer of the student to another teacher or other measures, short of suspension, will first be exhausted.

E. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

F. The Board will render all necessary assistance to the teacher complained against or sued as a result of any action taken by said teacher while in pursuit of his employment.

G. The Board, upon a complete investigation and subject to its discretion and determination, shall make the judgment whether time lost by a teacher in connection with any incident mentioned in this paragraph shall be charged against the teacher.

H. The Board will at its discretion reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises upon the completion of the investigation and consideration of such loss, damage, or destruction.

I. No disciplinary action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned.

J. In the opinion of the Board, if a breach of professional ethics occurs, the Association shall be notified.

## ARTICLE XXI

Insurance Protection

A. The Board shall provide for family health care insurance benefits. Every teacher employed in this district shall have the right to participate in MEA or Blue Cross health insurance programs.

B. The Board shall make payment of insurance premiums for each employee to provide insurance coverage for the full twelve-month



## Article XXI, cont'd.

period commencing September 1st and ending August 30th; when necessary, premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

C. Teachers are required at their own expense and as a condition of employment to provide for their protection comprehensive public liability insurance in an amount not less than \$100,000.00 for each occurrence or accident, within 60 days of commencement of employment. Coverage shall be sufficiently broad to protect teachers involved in extra-curricular activities carried on directly or indirectly under the auspices of the Board or its representatives and shall include protection against risk of injury from unusual hazards incident to supervising athletics, teaching shop, or art. Teachers who have obtained tenure in this district prior to June 1, 1968 need not comply with this paragraph.

## ARTICLE XXII

Professional Grievance Procedure

A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.

B. The grievant may invoke the formal grievance procedure on the form set forth in annexed Schedule C, signed by the grievant and a representative of the Association, which form shall be available for the Association representative in each building. A copy of the grievance form shall be delivered to the principal or supervisor within five (5) school days after its occurrence. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by him.

C. Within three (3) school days of receipt of the grievance, the principal or supervisor shall meet with a representative of the Association in an effort to resolve the grievance. The principal or supervisor shall indicate his disposition of the grievance in writing within three (3) days of such meeting, and shall furnish a copy there to the Association representative and to the grievant.

D. If the Association or the grievant, is not satisfied with the disposition of the grievance, or if no disposition has been made within three (3) school days of such meeting (or six school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the superintendent. Within five (5) school days the superintendent or his designee shall meet with the Association representative on the grievance and shall indicate his disposition of the grievance in writing within three school days of such meeting and shall furnish a copy thereof to the Association representative and to the grievant.

E. If the Association or the grievant is not satisfied with the disposition of the grievance by the superintendent or his designee or if no disposition has been made within three school days of such meeting (or six school days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter. A copy of such disposition shall be furnished to the Association representative and to the grievant.



## Article XXII, Cont'd.

F. If either party is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be processed through the Michigan State Labor Mediation Board in accordance with the provisions of Act 336 of the Public Acts of 1947 as amended (Act 379, 1962). The parties shall not be permitted to assert in such proceeding any ground or to rely on any evidence not previously disclosed to the other party. The parties further agree to abide by the determinations made by the Michigan State Labor Mediation Board in accordance with the provisions stated in this paragraph.

G. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation, the same or its equivalent in money shall be paid to him.

H. 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.

I. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.

## ARTICLE XXIII

Curriculum Review Committee

A. There is hereby established a Curriculum Review Committee composed of six members, two members to be selected by the Association, two members to be selected by the Board, and two members who are not employed in the school system to be mutually agreed upon by the parties to represent the public. This committee shall systematically review at regularly fixed meetings teaching techniques, courses of study, textbooks, curriculum guides, pupil testing plans and similar materials and procedures in the light of the purposes, philosophy and educational goals of the district. Additional ad hoc committees may be established to review particular areas of the curriculum. The committees herein established shall investigate and submit recommendations to both the Board and the Association, but such report shall be deemed advisory only.

## ARTICLE XXIV

Negotiation Procedures

A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, it is recognized that matters of mutual concern may arise from time to time which have not been negotiated. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. At least 90 days prior to expiration of this Agreement, upon



## Article XXIV, cont'd.

request of either party, negotiations will be undertaken for an agreement covering the 1969-1970 school year.

C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

## ARTICLE XXV

Miscellaneous Provisions

A. 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 a written and signed amendment to this Agreement.

B. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

E. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed.

## ARTICLE XXVI

Membership, fees, and Payroll Deductions

A. Teachers may sign and deliver to the Board an assignment authorizing deductions of membership dues of the Association (including the National and Michigan Education Association) and such authorization shall continue in effect from year to year unless revoked in writing between June and September of a given year.

B. The deduction of membership dues shall be made from the first paycheck each month for 10 months beginning in September and ending in June of each year, and the Board agrees to promptly remit to the treasurer of the local Association all monies so deducted, accompanied by a list of teachers from whom the deductions have been made.



ARTICLE XXVII

Duration of Agreement

This Agreement shall be effective as of July 1, 1968, and shall continue in effect until the 30th day of June, 1969. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its Secretary

By \_\_\_\_\_  
Its Secretary

By \_\_\_\_\_  
Chairman, Negotiating Committee

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Negotiating Committeeman

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Negotiating Committeeman

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Negotiating Committeeman

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Negotiating Committeeman

By \_\_\_\_\_  
Member

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1968



## SCHEDULE A

School Calendar 1968-1969

September	19	School Opens
November	1	End of 1st Marking Period
	15	*Chassell at Jeffers
	22	*Baraga at Jeffers
	26	*Jeffers at L'Anse
	28 & 29	Thanksgiving Recess
December	3	*Ontonagon at Jeffers
	6	*Jeffers at Hancock
	10	*Dollar Bay at Jeffers
	13	End of 2nd Marking Period
	13	*Jeffers at Houghton
	20	*Lake Linden at Jeffers
	21	School closes at 11:45 M.M. Christmas Recess
January	2	School reopens 8:00 A.M.
	10	*Jeffers at Ontonagon
	11	*Bishop Baraga at Jeffers
	17	*Jeffers at Calumet
	24	*L'Anse at Jeffers
	28 29 30	Semester Exams
	31	End of 1st Semester 11:45 A.M.
	31	*Jeffers at Baraga
February	3	Second Semester Begins
	4	*Houghton at Jeffers
	7	*Calumet at Jeffers
	14	*Jeffers at Dollar Bay
	21	*Jeffers at Lake Linden
	28	*Hancock at Jeffers
March	14	End of 4th Marking Period
April	3	School closes Easter Recess
	8	School reopens 8:00 A. M.
	27	End of 5th Marking Period



## Schedule A, cont'd

May	30	Memorial Day
June	10	Commencement 8:00 P.M.
	9-10-11	Exams
	12	Afternoon Records
	13	School closes end of year.

\* Indicates Basketball Games

## School Recesses

November	2 days for Thanksgiving
Dec. - Jan.	8 days for Christmas
April	2 days for Easter



## SCHEDULE B

## A. Salary Schedule

<u>%</u>	<u>B.A.</u>	<u>M.A.</u>
100	\$6100	\$6600
107	6527	7027
114	6954	7454
121	7381	7881
127	7747	8247
133	8113	8613
139	8473	8973
144	8784	9284
149	9089	9589

Extra Pay for Extra Services. The Board agrees to pay the employee at the following rate for extra services performed.

Basketball Varsity Coach	\$825.00
Basketball Junior Varsity	475.00
Elementary and Junior High Athletic Program	225.00
Track Coach	350.00
Cross Country Coach	200.00
Year Book	150.00
Chaperones	7.00 per occasion
Safety Patrol	150.00
Forensics	90.00
Play Director	100.00
Choral Accompt.	165.00
Music	768.50
Senior Advisor	112.00
Juniro Advisor	112.00
Newspaper	68.50
Student Council	68.50
Girls Athletic Association	75.00
Timing and Scoring	2.50 per game
Basketball	5.00 J.V and Varsity

B. For each semester hour of credit earned at an accredited college or university beyond the bachelor's degree, not to exceed 30 hours whether earned prior or subsequent to employment by the Board, \$15.00 shall be paid annually in addition to the teacher's base salary. These hours must be on the graduate level leading toward a Masters degree and certification.

C. For each semester hour of credit earned at an accredited college or university beyond the master's degree, not to exceed 30 hours whether earned prior or subsequent to employment by the Board, \$15.00 shall be paid annually in addition to the teacher's base salary. These hours must be on an approved 2nd Master's, Specialists or Doctoral program.

D. A teacher shall receive an annual longevity payment of \$60.00 beginning the 20th year. This amount shall be increased by \$30 every five years thereafter until retirement.

E. For classroom assignments in excess of the regular school calendar and the normal teaching load, teachers will be compensated at not less than \$5.00 per contact hour.

F. The rate of compensation for use of personal automotive conveyance shall be not less than eight (8¢) cents per mile, or the entire direct travel cost for use of the most reasonable available public conveyance, for travel on field trips or other business of the district.

G. Assignments in Adult Education, Drivers Education and Summer School shall be compensated for not less than \$5.00 per contact hour when taught in addition to normal teaching.

H. The Board shall provide without cost to the teacher family health care insurance benefits.



## SCHEDULE C

Code of Ethics

## PREAMBLE

We, professional educators of the United States of America, affirm our belief in the worth and dignity of man. We recognize the supreme importance of the pursuit of truth, the encouragement of scholarship, and the promotion of democratic citizenship. We regard as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. We affirm and accept our responsibility to practice our profession according to the highest ethical standards.

We acknowledge the magnitude of the profession we have chosen, and engage ourselves, individually and collectively, to judge our colleagues and to be judged by them in accordance with the applicable provisions of this code.

## PRINCIPLE I

Commitment to the Student

We measure success by the progress of each student toward achievement of his maximum potential. We therefore work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals. We recognize the importance of cooperative relationships with other community institutions, especially the home.

In fulfilling our obligations to the student, we --

1. Deal justly and considerately with each student.
2. Encourage the student to study varying points of view and respect his right to form his own judgment.
3. Withhold confidential information about a student or his home unless we deem that its release serves professional purposes, benefits the student, or is required by law.
4. Make discreet use of available information about the student.
5. Conduct conferences with or concerning students in an appropriate place and manner.
6. Refrain from commenting unprofessionally about a student or his home.
7. Avoid exploiting our professional relationship with any student.
8. Tutor only in accordance with officially approved policies.
9. Inform appropriate individuals and agencies of the student's educational needs and assist in providing an understanding of his educational experiences.
10. Seek constantly to improve learning facilities and opportunities.



## PRINCIPLE II

Commitment to the Community

We believe that patriotism in its highest form requires dedication to the principles of our democratic heritage. We share with all other citizens the responsibility for the development of sound public policy. As educators, we are particularly accountable for participating in the development of educational programs and policies and for interpreting them to the public.

In fulfilling our obligations to the community, we --

1. Share the responsibility for improving the educational opportunities for all.
2. Recognize that each educational institution may have a person authorized to interpret its official policies.
3. Acknowledge the right and responsibility of the public to participate in the formulation of educational policy.
4. Evaluate through appropriate professional procedures conditions within a district or institution of learning, make known serious deficiencies, and take any action deemed necessary and proper.
5. Use educational facilities for intended purposes consistent with applicable policy, law, and regulation.
6. Assume full political and citizenship responsibilities, but refrain from exploiting the institutional privileges of our professional positions to promote political candidates or partisan activities.
7. Protect the educational program against undesirable infringement.

## PRINCIPLE III

Commitment to the Profession

We believe that the quality of the services of the education profession directly influences the future of the nation and its citizens. We therefore exert every effort to raise educational standards, to improve our service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. Aware of the value of united effort, we contribute actively to the support, planning, and programs of our professional organizations.

In fulfilling our obligations to the profession, we --

1. Recognize that a profession must accept responsibility for the conduct of its members and understand that our own conduct may be regarded as representative.
2. Participate and conduct ourselves in a responsible manner in the development and implementation of policies affecting education.
3. Cooperate in the selective recruitment of prospective teachers and in the orientation of student teachers, interns, and those colleagues new to their positions.
4. Accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities, and support them when unjustly accused or mistreated.



5. Refrain from assigning professional duties to nonprofessional personnel when such assignment is not in the best interest of the student.
6. Provide, upon request, a statement of specific reason for administrative recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
7. Refrain from exerting undue influence based on the authority of our positions in the determination of professional decisions by colleagues.
8. Keep the trust under which confidential information is exchanged.
9. Make appropriate use of time granted for professional purposes.
10. Interpret and use the writing of others and the findings of educational research with intellectual honesty.
11. Maintain our integrity when dissenting by basing our public criticism of education on valid assumptions as established by careful evaluation of facts or hypotheses.
12. Represent honestly our professional qualifications and identify ourselves only with reputable educational institutions.
13. Respond accurately to requests for evaluations of colleagues seeking professional positions.
14. Provide applicants seeking information about a position with an honest description of the assignment, the conditions of work, and related matters.

#### PRINCIPLE IV

##### Commitment to Professional Employment Practices

We regard the employment agreement as a solemn pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. Sound professional personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect.

In fulfilling our obligations to professional employment practices, we --

1. Apply for or offer a position on the basis of professional and legal qualifications.
2. Apply for a specific position only when it is known to be vacant and refrain from such practices as underbidding or commenting adversely about other candidates.
3. Fill no vacancy except where the terms, conditions, policies, and practices permit the exercise of our professional judgment and skill, and where a climate conducive to professional service exists.
4. Adhere to the conditions of a contract or to the terms of an appointment until either has been terminated legally or by mutual consent.
5. Give prompt notice of any change in availability of service, in status of applications, or in change in position.



6. Conduct professional business through the recognized educational and professional channels.
7. Accept no gratuities or gifts of significance that might influence our judgment in the exercise of our professional duties.
8. Engage in no outside employment that will impair the effectiveness of our professional service and permit no commercial exploitation of our professional position.

#### VIOLETIONS OF THE CODE OF ETHICS

In order to maintain high standards of professional conduct the membership of the Michigan Education Association has established procedures for enforcement of the CODE OF ETHICS OF THE EDUCATION PROFESSION. Such procedures are set forth in the Rules of the MEA Board of Reference. According to these Rules, when a complaint is brought against a member of the Michigan Education Association, the following steps must be fulfilled:

1. A complaint describing unethical conduct must be presented in writing, through the District President, to the District Ethics Committee.
2. The complaint must include a description of the incidents alleged to be violations of the Code and the dates of these incidents.
3. The complaint must be signed by the person filing the complaint. When the complaint is filed by an executive committee or a group, the chairman shall sign for the group.
4. The complaint must refer to the principles and sections of the Code of Ethics alleged to have been violated and the violation must be logically tied to the sections noted.

Before a complaint is brought against a member of the professional association, every effort should be made to resolve the conflict. Hearings pertaining to violations of the Code of Ethics will take place, under the Rules of the Board of Reference, after such counseling attempts have failed to resolve the problem.