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Adams Twp. 18

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Adams Township School District

MASTER CONTRACT

ADAMS TOWNSHIP SCHOOL DISTRICT

PAINESDALE, MICHIGAN

1970 - 1971

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OFFICE OF
PROFESSIONAL NEGOTIATION

MEA
1216 KENDALE
E. LANSING, MI
48823

AGREEMENT

This agreement, entered into this 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".

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 II 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 purposes 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 of collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or other wise, 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 therefore. 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 III - (con't.)

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 insignis, 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) agenda's and minutes of all Board meetings, treasurer's reports, census and membership data.

H. The Board will discuss with the Association the educational aspects of major 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. 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.

K. The Board shall place on the agenda of each regular Board Meeting as an item for consideration under "New Business" any matters brought to its consideration by the Association so long as those matters are made known to the Superintendent's office forty-eight hours prior to said regular meeting.

ARTICLE III

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.

Article III cont'd.

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 or participating in any professional grievance procedure with any representative of the Board, shall be released from regular duties without loss of salary.

F. All teachers shall be entitled to a duty-free lunch period equivalent to a regular class period.

G. Elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists.

ARTICLE IV

Special Student Program

A. 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 experiences 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.

B. The parties, to assist the teacher, will cooperate to increase the psychological testing program, and to correlate such activities with the regular classroom activities of the teachers so as better to meet the needs of special students in the community.

ARTICLE V

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 in 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.

ARTICLE V - (Con't.)

B. To relieve teachers of clerical, cafeteria, patrol and bus duty, the Board agrees to engage not less than 1 full-time clerical aide in the high schools, and not less than 1 clerical aide in the elementary school. The aides will be responsible to the teacher or teachers assigned, and will handle patrol duties, inventory of supplies and equipment, duplication of teaching materials, operating audio-visual equipment, collecting money for milk and lunch, and similar non-professional responsibilities. No clerical aide shall perform any instructional activity.

C. 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>Optium</u>	<u>Maximum</u>
Kindergarten	16	22
First-Second Grade	15	22
Third-Sixth Grade	18	25
2. Secondary)	<u>Optium</u>	<u>Maximum</u>
English)		
Social Studies)		
General Education)	18	25
Mathematics)		
Science)		
Language)		
Business)		
Typing	25	30
Industrial Arts	15	20
Drafting	25	30
Vocational Shops	15	20
Homemaking	15	20
Music	30	40
Art	20	25
Physical Education	25	30
Pool	18	25
Hygiene	18	25

ARTICLE V - (con't.)

D. 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. Further that efforts shall be continued to seek textbooks and supplementary reading materials which contain the contribution of minority groups to the History, Scientific and Social Development of the United States. 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.

E. 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.

F. 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.

G. The Board shall make available in each school adequate lunchroom, restroom and laboratory 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.

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

ARTICLE VI

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

ARTICLE VI - (con't.)

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 teacher's 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 VII

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 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 judgement 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 (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.

ARTICLE VII - (con't.)

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.

D. An inventory 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 VIII

Illness or Disability

A. At the beginning of each school year each 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 immediate family. The unused portion of such allowance shall accumulate from year to year to a total of sixty (60) days.

B. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one year and the leave may at the discretion of the Board be renewed each year upon written request by the teacher.

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.

D. Absence due to injury or illness incurred in the course of the teacher's employment compensated for by the Michigan Workman's compensation Act 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 Workman's Compensation Act for the duration of such absence, but not in excess of one (1) school year.

ARTICLE IX

Personal Business

A. At the beginning of every school year each teacher shall be credited with (1) day to be used for the teacher's personal business. A personal business day may be used for any purpose at the discretion of the teacher. A teacher must notify the superintendent one day in advance, except in cases of emergency.

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.

C. At the beginning of every school year, the Association shall be credited with (5) days to be used by teachers who are officers or agents of the Association.

ARTICLE IX - (con't.)

The Association agrees to notify the Board no less than (48) hours of the days to be used by teachers who are officers or agents of the Association. The Association agreed to notify the Board no less than (48) hours of the date for intended use of said leave.

D. At the beginning of every school year each teacher shall be credited with (3) days to be used for purpose of attending a funeral (s) for members of the immediate family. In each case the teacher shall notify the superintendent at least one (1) day in advance whenever possible.

ARTICLE X
Leaves of Absence

A. The Board may grant a leave of absence of up to one (1) year to a tenure 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 of the salary schedule as he would have been had he taught in the district during such period.

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. One year leave of absence shall be granted to a teacher upon application for the purpose of campaigning for a public office. A leave of absence not to exceed four (4) years may be granted to any tenure teacher upon application for the purpose of a campaigning for, or serving in, a public office. 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 system during such period.

ARTICLE XI
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, human society, the physical and biological world and other branches of learning, subject only to accepted standards of professional educational responsibility.

ARTICLE XI - (Con't.)

C. Freedom of individual conscience, association and expression will be encouraged and fairness in procedure 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 XII

Teacher Evaluation

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

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.

C. Each teacher shall have the right, upon request, to review the contents of his own personal file. A representative of the association may, at the teacher's request, accompany the teacher in this review. Each teacher shall be initiated as of the date of ratification of the contract and shall contain the following.

Annual TB reports and require medical information
All teacher evaluation reports
Copies of annual contracts
Record of teacher certificate
A transcript of academic records
Tenure recommendation

Any of the above information not in the folder at such date will be included in the file if the teacher so desires and supplies such. No material submitted as non-confidential may be placed therein without allowing the teacher an opportunity to file a response thereto, and said response shall become part of the said file.

D. Notice must be given to a faculty member no later than sixty (60) days prior to the ending of the school year for the first and second probationary years, if services are not acceptable to the administration. The teacher shall have the right to consult the superintendent before any alleged grievance is processed through the grievance procedure.

ARTICLE XIII

Professional Behavior

A. Teachers are expected to comply with reasonable rules, regulations, and directions 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 wellbeing 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.

ARTICLE XIII - (Cont.)

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 teachers such information shall be provided to the Association.

ARTICLE XIV

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, foreign travel, 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 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 XV

Maintenance of Standards

A. In the event that this District shall be combined with one or more districts, the Board will use its best efforts to assure the continued employment of its members in such consolidated district.

B. Before the Board makes any necessary substantial reduction in personnel it will first discuss with the Association regarding the effects of such reduction. This will include, but not be limited to, such problems as the criteria used for the determination as to who will be discharged or laid off and the re-employment rights of such persons.

C. All conditions of employment, including teaching hours, extra compensation for work outside regular teaching hours, relief periods, leaves, and general working conditions,

ARTICLE XV - (Con't.)

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.

D. 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 XVI
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.

Schedule A
Calendar 1970-71

School Opens	September 8
M.E.A. Workshop or In-Service for teachers	October ? ?
End of Marking Period (Jr. & Sr. High)	October 16
End of Marking Period (Elementary)	November 13
End of Marking Period (Jr. & Sr. High)	November 25
Thanksgiving Recess	November 26 & 27
End of Marking Period (Kindergarten)	December 11
Christmas Recess (4:00 P.M.)	December 22
School Reopens	January 4
End of 1st Semester	January 21
Teachers Workday - Records	January 22
Second Semester Begins	January 25
In-Service Workshop - teachers	February 26
End of Marking Period (Jr. & Sr. High)	March 5
End of Marking Period (Kindergarten)	March 5
End of Marking Period (Elementary)	March 26
Easter Recess begins (4:00 P.M.)	April 8
School Reopens	April 13
End of Marking Period (Jr. & Sr. High)	April 23
Memorial Day - Holiday	May 31
Class Day (12:30 P.M.)	June 8
Commencement (8:00 P.M.)	June 9
School closes - 12:00 noon -- Afternoon- teachers records	June 10
Report cards mailed to students by office staff	June 11

ARTICLE XVII

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 experiences for which credit is allowed.
- C. 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.
- D. 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.
- E. Veterans will be advanced one (1) year on the salary schedule for each year of obligated service in the U.S. Armed Forces or equivalent (Peace Corps) providing service interrupts college teacher education or immediately follows college.

ARTICLE XVIII

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.
- B. The Board agrees at all times to maintain a practicable 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 XIX

Student Discipline and Teacher Protection

- A. 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. 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.

ARTICLE XIX - (con't.)

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. Procedure for suspension of students from school shall be distributed to secondary students, teachers and parents each year. School authorities will endeavor to achieve correction of student misbehavior through counselling and interviews with the child and his parents when warranted. Transfer of the student to another teacher has one or more pupils in class who constitute serious behavioral problems, appropriate recognition shall be given by way of reducing class size or greater or more frequent relief periods whenever possible.

E. Any case of assault upon a teacher by a student shall be promptly reported to the Board of its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

F. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

G. 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.

H. Whenever disciplinary action is taken against a teacher any notice thereof to be included in said teacher's personnel file will be reported in writing to the teacher concerned.

I. In the opinion of the Board, if a breach of professional ethics occurs, the Association shall be notified after consultation with the teacher.

ARTICLE XX

Insurance Protection

A. The Board shall pay from September 1, 1970 to September 1, 1971 a maximum of Blue Cross and Blue Shield in the amount of \$32.95 per month, or a maximum of M. E. A. Group Insurance in the amount of \$33.46 per month. Every teacher actively 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 period.

ARTICLE XX - (con't.)

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 XXI

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 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. The principal or supervisor shall indicate his disposition of the grievance in writing within three (3) school 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) schools 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

ARTICLE XXI - (con't.)

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.

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 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 XXII

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 meeting 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 XXIII

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 matter 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. Between March 1st and March 15th, the parties shall initiate negotiation for the purpose of entering into a successor agreement for the forth-coming 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. When mutually agreeable the Association's negotiating subcommittee of no more than three members shall be granted release time to permit the parties to negotiate during regular school hours.

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 XXIV

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 within 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 or 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 of applications shall continue in full force and effect.

ARTICLE XXIV - (con't.)

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

F. There shall be three signed copies of the final Agreement for the purposes of record. One retained by the Board, one by the Superintendent, and one by the Association.

ARTICLE XXV

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. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty days from the date of commencement of teaching duties, shall as a condition of employment pay as a fee to the Association an amount equal to membership dues payable to the Association, the NEA and the MEA, provided however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Paragraph A of this article. In the event that a teacher shall not pay such fee directly to the Association or authorize payment through payroll deductions, as provided in Paragraph A, the Board shall immediately cause the termination of employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this article is just and reasonable cause for a discharge from employment.

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.

Schedule B

Salary Schedule

The following items were agreed upon by the Adams Township Board of Education and the Adams Township Education Association negotiating committees, on August 12, 1970, to be added to the Master Agreement - 1970-71.

%		BA	BS+15	MA	MA+15
0	100	7200	7425	7900	8125
1	104	7488	7713	8188	8413
2	109	7848	8073	8548	8773
3	115	8280	8505	8980	9205
4	121	8712	8937	9412	9637
5	127	9144	9369	9844	10,069
6	133	9576	9801	10,276	10,501
7	139	10,008	10,233	10,708	10,933
8	144	10,368	10,593	11,068	11,293
9	149	10,728	10,953	11,428	11,653

Extra pay for Extra Services. The Board agrees to pay the employment at the following rate for extra services performed. Longevity in an extra-curricular position does not denote tenure. Assignments will be made at the discretion of the administration.

Basketball Varsity Coach	\$866.00
Basketball Junior Varsity	498.00
Elementary and Junior High Athletic Program	236.00
Track Coach	367.00
Cross Country Coach	210.00
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
Junior Advisor	112.00
Newspaper	68.50
Student Council	68.50
Girls Intramurals	75.00
Timing and Scoring	2.50 per game
Basketball	5.00 J.V. and Varsity

A. A teacher shall receive an annual longevity payment of \$100.00 beginning the 20th year. This amount shall be increased by \$100.00 every five years thereafter until retirement.

B. When substitute teachers cannot be located, the Principal may assign teaching staff members to classes during their preparation periods, provided that the teacher does not neglect previous assignments. These assignments are to be made only when substitute teachers are unavailable. The rate of pay is to be four dollars (\$4.00) per period.

SALARY SCHEDULE - (con't.)

C. The rate of compensation for use of personal automotive conveyence shall be not less than 10¢ per mile or the entire direct travel cost for use of the most reasonable available public conveyence for travel on field trips or other business of the district.

D. Assignments in Adult Education, Driver Education and summer school shall be compensated for not less than \$6.00 per contract hour when taught in addition to normal teaching.

E. In the event of faculty members being entitled to extra pay for hours earned beyond the B.A., and the M.A. degrees, these additional hours must be earned after the date the stated degree was granted.

Agreed to by the following on August 12, 1970 by:

ADAMS TOWNSHIP EDUCATION ASSOCIATION

John M. Lehto

Jane C. Iacchesi

ADAMS TOWNSHIP BOARD OF EDUCATION

E. Olaf Rankinen, Pres.

John H. Kuisti

William Andreini

Delano J. Harma