

6-30-75

Laingsburg

CONTRACTUAL AGREEMENT

1972-1975

BOARD OF EDUCATION
LAINGSBURG COMMUNITY SCHOOLS

and

LAINGSBURG EDUCATION ASSOCIATION

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY,

*Laingsburg Community Schools
Laingsburg, Michigan 48848*

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PREAMBLE

This Agreement entered into this day of
1972, by and between the Board of Education of the Laingsburg
Community Schools, Laingsburg, Michigan, hereinafter called
the "Board", and the Laingsburg Education Association, here-
inafter called the "Association".

In consideration of the following mutual covenants, it
is hereby agreed as follows:

ARTICLE I

RECOGNITION

- A. The term "teacher" when used herein shall refer to employees included in the unit for bargaining as set forth in the paragraph below, and references to male teachers shall include female teachers. The term "Board" when used herein shall refer to the Board of Education, Superintendent, and other central office administrators, principals, assistant principals, and all other supervisory personnel, within the meaning of Act 379.
- B. The following teacher personnel who hold valid contracts with the school district comprise this bargaining unit; teachers of kindergarten classes, teachers of grades 1 through 4, teachers of music, art, library, physical education, counselors, teachers of all subjects grades 5 through 12, and teachers of all special education classes, but excluding; all supervisory and executive personnel; office, secretarial, clerical, cafeteria, maintenance, operational, and bus drivers as well as any other non-certified and certified personnel employed by the Board.
- C. The Board agrees not to negotiate with any teachers organization other than the Association for the duration of this Agreement.

ARTICLE II

Association and Teacher Rights and Responsibilities

- A. The Board hereby agrees that every teacher shall have the right to organize together or to form, join or assist the Association for the purpose of engaging in collective bargaining or negotiations and other lawful concerted activities for mutual aid and protection. The Board agrees that it will not directly or indirectly interfere with, restrain or coerce teachers in the exercise of their rights guaranteed above; to initiate, create, dominate, contribute to or interfere with the formation or administration of the Association; to discriminate in regard to hours, wages or any terms or conditions of employment in order to encourage or discourage membership in the Association; to discriminate against a teacher because he has given testimony or instituted proceedings under the Act or because of his participation in any lawful activities of the Association, or to refuse to bargain collectively with representatives of the Association.
- B. The rights granted to teachers under the Michigan General School laws or other applicable laws and regulations shall be deemed to be in addition to those provided in the Constitution of Michigan and the United States.
- C. No teacher shall be prevented from wearing insignia pins or other identification of membership in the Association on school premises. Elementary office bulletin board located on the mailbox in the Principals' office, and bulletin boards in the teachers' lounges shall be available to the Association and its members.

Article II, con't.

- D. The Board agrees to make available to the Association in response to reasonable requests all available public 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 public information as will assist the Association in collective bargaining, negotiating and enforcement of this Agreement together with public information which may be necessary for the Association to process any grievance of complaint.
- E. The Board shall consult with the Association on any tax programs, construction programs, or major revisions of educational policy, which are under consideration and the Association shall be given opportunity to advise the Board with respect to said matters prior to their adoption. Recommendations of the Association shall be deemed advisory only.
- F. The private and personal life of any teacher is not within the appropriate concern or attention of the Board unless the teacher is involved in any illegal or illicit act, as defined by a court of law.

Article II, con't.

- G. 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, marital status.
- H. No teacher will engage in Association activities during the teacher's class teaching hours. Any teacher who is absent from his assigned tasks for the purpose of Association business shall have a pro-rated deduction of his annual salary for each day or part of a day of his absence.
- I. All teachers agree to notify the Board as soon as possible of any intent to terminate employment and/or apply for a leave of absence with the school district.
- J. It is the duty of all teachers to live up to their responsibility in reporting to school on time. All violations of their responsibility will be subject to verbal and/or written reprimand. The Association will be informed and submit evidence to the Superintendent's office of the steps taken to encourage teachers compliance with their responsibilities. If the involved teacher does not make permanent correction, then said teacher will be subject to disciplinary action by the Board, and such action as deemed necessary and appropriate by the Board will not be subject to the Grievance Procedure.

Article II, con't.

- K. The teacher's position shall not be privileged as to his responsibility for statements which are libelous, slanderous, or which in any way violates the civil rights of others.
- L. The Board agrees to furnish, if possible, to the Association in response to reasonable requests from time to time public information concerning the financial resources of the district. The Board further agrees to supply available information which may be necessary for the Association to process any grievance or complaint, except in cases involving confidential personnel records. However, the Board reserves the right to determine what is germane to the matter so that irrelevant, confidential information on personnel does not become public.
- M. The Association may use school facilities and equipment; including typewriters, ditto machines, other duplicating equipment normally available to teachers and audio-visual equipment at reasonable times, when such equipment is not otherwise in use, providing that such equipment shall not be removed from school property. Use of equipment other than that listed herein shall be with administrative approval. The Association recognizes that all equipment in a building is ultimately the responsibility of the school principal. Association use of school equipment will be permitted provided that:

Article II, con't.

1. request is made and use is arranged for in advance.
 2. the use is strictly to service the legitimate business of the Association, such as of records, notices, correspondence, etc.
 3. the purpose is for internal business use of the Association and is not for public distribution.
 4. supplies, in connection with such equipment use, will be furnished or paid for by the Association.
- N. Teachers shall be expected to remain on duty as long as needed in the event of emergency situations. Such situations should be similar, but not limited to, severe weather warnings, civil or student disturbances or other situations which may threaten health or safety of students.
- O. The breach by a member of the teaching staff or any Article of this contract shall be considered unethical and unprofessional behavior and may be referred to the Association for investigation.
- P. It is the responsibility of each teacher to provide educational experience of the highest quality. This includes:
- a. Careful daily preparation, including lesson plans.
 - b. Attendance at staff meetings.
 - c. Participation in activities of the school such as;
 - (1) parent-teacher conferences conducted up to four evenings annually of three (3) hours duration. Dates to be determined by the administration.
 - (2) Public performance of children in plays, concerts, athletic activities, or other extra-curricular activities.
- Q. Building principals shall have the right to assign teachers, within their building, to periodically check restrooms and other locations where smoking or loitering is suspected. Such assignment shall be rotated among all members of the bargaining unit, within each building, subject to their individual classroom locations.

Article II, con't.

- R. Teachers shall be available (at reasonable times during the after regular school hours) for parent conferences and student help. Teachers shall arrange for conferences with parents when it appears that better understanding or more cooperative support from the home is required for the students success in the program.
- S. It shall be the responsibility of teachers to interpret the program of the schools to the community in ways which will improve the public's understnading of purposes and procedures and encourage its involvement and support.
- T. Except for the lunch period, unassigned time of a teacher shall be devoted to instructional duties such as the following; the instructional program, conferring with parents, pupils, administration and supervisors, studying and maintaining records, and any other instructional duties deemed appropriate by the Board. A teacher should not plan to leave the building or be out of the building during unassigned time unless pre-arranged with their building principal.
- U. Teacher's responsibilities include but are not limited to the following:
1. Obligation to Students
 - a. Shall not without just cause restrain the student from independent action in his pursuit of learning and shall not without just cause deny the student access to varying points of view.
 - b. Shall not deliberately suppress or distort subject matter for which he bears responsibility.
 - c. Shall make reasonable effort to protect the student from conditons harmful to learning or to health and safety.

Article II, con't.

- d. Shall not on the grounds or race, color, creed or national origin exclude any student from participation in or deny him benefits under any program, nor grant any discriminatory consideration or advantage.
 - e. Shall not use professional relationships with students for private advantage.
 - f. Shall keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or it required by law.
 - g. shall not tutor for remuneration students assigned to his classes unless approved by the building principal.
- b. Obligation to the Public
- a. Shall not misrepresent an institution or organization with which he is affiliated, and shall take precautions to distinguish between his personal and institutional or organizational views.
 - b. Shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.
 - c. Shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities.
 - d. Shall not use institutional privileges for private gain or to promote political candidates or partisan political activities.
 - e. Shall accept no gratuities, gifts, or favors that might impair or appear to impair professional judgment, nor offer any favor, service, or thing of value to obtain special advantage.
- c. Employment Practices
- a. Shall apply for or accept a position or responsibility on the basis of professional preparation and legal qualifications.

Article II, con't.

- b. Shall adhere to the terms of a contract or appointment, unless these terms have been legally terminated, falsely represented, or substantially altered by unilateral action of the employing agency.
 - c. Shall not delegate assigned tasks to unqualified personnel.
 - d. Shall permit no commercial exploitation of his professional position.
 - e. Shall use time granted for the purpose for which it is intended.
- V. It is the professional responsibility of each teacher to accept the unique characteristics of each student as that youngster presents them to him. It is assumed that the teacher will utilize his professional skills to enable each youngster to proceed along the continuum of educational endeavor. A teacher of any given classroom, who shall fail to direct the successful learning of 10% of the students currently enrolled in said teacher's total classes, shall present his case to the building principal for review.

ARTICLE III

Rights of the Board

- A. The Association recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.
- B. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws or any other applicable laws.

ARTICLE IV

Payroll Deductions

- A. All teachers within ten (10) days of the beginning of the school year may voluntarily sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the National, Michigan and Laingsburg Education Associations) and such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of a given year.
- B. The deduction of membership dues shall be made from one pay check each month for ten (10) months beginning in September and ending in June of each year. The Board will remit all monies collected along with a list of teachers from whom deductions are made to the respective associations.
- C. Individual authorization forms shall be furnished by the Association, and when executed, filed by the agent of the Board.
- D. The Board agrees to continue to make voluntary payroll deductions from the salaries of teachers each month, upon written authorization as follows:
1. Hospitalization insurance premiums -- will be deducted at a different pay period than membership dues deductions, whenever possible.

Article IV, con't

- a. 12 month pay - once each month for 12 months.
- b. 10 month pay - once each month for 8 months.
2. U.S. Savings Bonds- once a month.
3. Established tax-deferred annuity plan premiums- twice each month.
4. Shiawassee County Teachers' Credit Union-as authorized by the teacher.

The Board agrees to disburse these deductions for the purpose intended.

ARTICLE V

Teaching Hours and Class Load

- A. All teachers will be in their respective buildings from 8:00 A.M. to 3:15 P.M. High School teachers will be at their assigned teaching station five (5) minutes before each class period begins. Elementary and Middle School Teachers will be at their assigned stations ten (10) minutes before the beginning of school and five (5) minutes before the end of all other breaks. On Fridays or on days preceding holidays or vacation, the teacher's day shall end at the close of the pupils day.
- B. The normal weekly teaching load in the high school and middle school building will be twenty-five (25) teaching periods and five (5) unassigned preparation periods or not to exceed five (5) hours of pupil contact per day. Assignment to a supervised study period shall be considered a teaching period for purposes of this Article. The normal weekly teaching in the elementary school building will not exceed five (5) hours of pupil contact per day. In no event shall the present school day be lengthened.
- C. All teachers shall be entitled to a duty-free lunch period except that all teachers may be asked to share supervision of students in case of inclement weather as determined by the building principal.

Article V, con't.

- D. Elementary teachers shall be provided one fifteen (15) minute relief period each one-half day. In addition, elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists. If no teacher aides shall be available for those relief periods, rotation of duties shall be in effect.
- E. If a teacher shall teach more than the normal teaching load as set forth in the Article, he shall receive additional compensation at \$5.00 per teaching period.
- F. Three hours per week may be devoted to faculty, department, grade level, or other educational meetings, approved by the building principal. These meetings shall be scheduled two days in advance except in emergency and attendance at said meetings shall be for all staff members affected and shall take precedence over all other activities.
- G. A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating as the grievant of a grievance shall be released from regular duties without loss of salary.

ARTICLE VI

Teaching Conditions

A. The Board agrees to continue its effort to keep class sizes at an acceptable number as dictated by financial conditions of the District, the building facilities available, the availability of qualified teachers. The following maximum class sizes shall be used to determine class overload conditions.

	<u>Maximum</u>
1. Elementary Kindergarten - Fourth	30
2. Middle School 5 - 8 All academic classes will have a maximum average of 30. Specialized classes will have maximums determined by available equipment and facilities and will not exceed 40.	
3. Secondary 9 - 12 All academic classes will have a maximum of 30, except for band, chorus and physical education. Physical education will have a maximum of 40 students.	
Beginning Keyboard	25
Industrial Arts	24
Drafting	24
Vocational Shops	24
Homemaking	24
Art	24
Writing Courses	24
Physical Education	40
4. Special Programs Every effort will be made to procure Special Education teachers. In the event this is not possible, special attention will be given to reducing class size where	

Article VI, con't.

Maximum

special students are placed in a regular classroom.

Special Education

15

(full time
equivalents)

Elementary teachers who are assigned a class which exceeds these maximum standards shall receive additional compensation at the rate of \$25.00 per pupil per semester based on the total daily class maximum enrollments stated above. Secondary teachers who are assigned a class which exceeds the maximum standards set forth shall receive \$5.00 per pupil per semester. These additional compensations shall be donated to a scholarship fund or Nash memorial Fund in the teacher's name and an acknowledgement sent to the teacher.

- B. No teacher in the senior high school shall be required to make more than four preparations per day without mutual agreement of the teacher and the principal.
- C. The Board agrees to continue to make available in each school typing, duplicating, stercil and mimeograph facilities and clerical personnel to aid teachers in the preparation of instructional material.
- C. The Board shall provide:
 - 1. A separate desk for each teacher in the district.
 - 2. Closet space for each teacher to store coats, overshoes, and personal articles, not to be reduced in size from present space.
 - 3. Chalkboard space in every classroom, not to be reduced in size from present room.

Article VI, con't.

4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
 5. A collegiate dictionary in every classroom.
 6. Storage space in each classroom for instructional materials, not to be reduced in size from present space.
 7. Attendance books, paper, pencils, pens, chalk, erasers, and other such materials required in daily teaching responsibility as approved by the superintendent.
 8. Gym and coaching uniforms for physical education teachers, smocks for art and home economics teachers, laboratory coats for laboratory science teachers, shop coats for vocational and industrial education teachers.
 9. Lockable space shall be available for each teacher.
- E. Teacher aides will be engaged in accordance with the availability of federal funds that can be used for this purpose. The aides will handle patrol duties, inventorying of supplies and equipment, duplication of teaching materials, operating audio-visual equipment, collecting monies for milk and lunch, and similar non-professional responsibilities.
- F. Under no condition shall a teacher be required to drive a school bus as part of his regular assignment.
- G. The Board shall make available in each school lunchroom, restroom, and lavatory facilities exclusively for teacher use and at least one furnished room, which shall be reserved for use as a faculty lounge in which smoking shall be permitted. Provision for such facilities will be made in all future buildings.
- H. The present telephone facilities shall be made available to teachers for their use as approved by the building principal.

Article VI, con't.

The teacher shall be charged for all telephone bills incurred for other than approved school purposes.

- I. Off street paved parking facilities will continue to be provided, protected against vandalism, and maintained for school personnel and visitors.
- J. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well being, other than that considered normal for the type of position which they hold.
- K. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by Act of God and nothing shall require teachers to report for work in such circumstances when children are not in session.
- L. Vending machines may be installed and maintained by the Association in the Teachers' lounges. Proceeds from such machines shall be donated to the Nash Memorial Fund.

ARTICLE VII

Department Chairman

- A. The teachers in any department in the Senior High School and the Principal shall each year select from among their members a department chairman. The department chairman shall exercise coordinating functions in inter- and intra- departmental relations, including serving as liaison between the teachers of the department and the school administration. Such chairmen shall not be considered supervisory employees.
- B. Department chairmen shall be established in the Senior High School for the following Departments:
1. Language Arts Department
 2. Social Science Department
 3. Vocational Education Department
 - A. Agriculture
 - B. Industrial Arts
 - C. Home Economics
 - D. Business
 4. Art, Music, Special Education and Physical Education Department.
 5. Math and Science Department
- C. The Department chairman shall submit a brief written report of the findings, recommendations, activities and accomplishments within the department. This written report shall be made to the office of the principal no later than April 1st of each school year.

ARTICLE VIII

Qualification and Assignment

- A. No new teachers shall be employed by the Board for a regular teaching assignment who does not have a Bachelor's Degree from an accredited college or university, except in case of absolute necessity. The Association shall be notified in each instance.
- B. Every teacher shall hold a valid teaching certificate and filed credentials, transcripts and applications with the office of the Superintendent.
- C. Teaching Competence.
 - 1. All teachers shall be assigned by the Superintendent to the level of instruction for which they are qualified. Teachers may not be assigned, except for good cause as determined by the Superintendent, outside the scope of their teaching certificates.
 - 2. Teachers who will be affected by a change in grade assignment or subject assignment in the elementary school grades or by change in subject assignment in the secondary school grades will be notified and consulted by their respective principals no less than sixty (60) days prior to the expected change in assignment. Such changes shall be mutually agreed upon by both parties except as outlined in Article IX, Section D.
- D. The assignments of adult education, summer school, and drivers education courses and those extra duties enumerated in Schedule C shall not be obligatory but shall be with the consent of the teacher. Preferences in making such assignments will be given to the best qualified teacher. Qualifications being equal, tenure teachers will receive preference.

Article VIII, con't.

- E. If teachers are to be unavailable to teach, they shall call in no less than one hour before school starts. Teachers who do not request a substitute one hour before school starts shall be available to teach.

ARTICLE IX

Vacancies, Promotions and Transfers

- A. 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. 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.
- C. The Board declares its support of a policy of filling vacancies, including vacancies in supervisory and administrative positions, from within its own teaching staff. Whenever a vacancy arises or is anticipated, the Superintendent shall promptly (within ten days) notify the Association in writing. Interested teachers shall follow the procedure as set forth in Section A of this Article.

If applications for a vacancy are received from the staff within 10 days of written notification, then qualifications of all the applicants, including competency and experience and other relevant factors will be considered. All qualifications

Article IX, con't.

being equal, teachers within the district will be given preference.

- . 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.

ARTICLE X

Leave Days

A. A total of ten (10) days shall be granted by the Board of Education for sick leave or personal business days, the unused portion of these days is to be accumulative to an unlimited total. Personal business is defined as important business which may not be taken care of outside of school hours. A teacher planning to use a personal leave day shall request leave from the Superintendent, stating the date for personal leave, three (3) days in advance and will receive confirmation (if granted) the next day. In the absence of the Superintendent the building Principal will have the authority to grant the leave. Not more than 4 teachers within the bargaining unit may take personal leave days at the same time.

Accumulated days shall be used only for sick days as defined below:

Sick leave days may be granted for the following reasons:

1. Personal illness of such a nature as to render the teacher unfit for service.
2. Illness in the family of a teacher limited to parents, spouse or child.
3. Death in the family of a teacher, this to include the spouse, children, parents, brothers, sisters, mother-in-law, father-in-law, brothers-in-law, sisters-in-law.
4. Leave for emergencies may be granted at the discretion of the Superintendent. Such absences are to be charged against sick leave.
5. Allowance for sick leave for staff members employed less than one year will be prorated on the basis of one (1) day earned per month worked.

Article X, con't.

- 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 school year.
- C. Absence due to injury or illness incurred on the premises or during a directed activity related to school functions shall not be charged against the teacher's sick leave. The Board shall pay to such teacher the difference between his salary and benefits received under the Workmens Compensation Act for the remainder of such absence, not to exceed one year from the date of accident.
- D. A teacher absent from work because of his contracting mumps, scarlet fever, measles, or chicken pox during the school year shall suffer no diminution of compensation and shall not be charged with sick leave.
- E. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be fully compensated for lost time unless found guilty of a felony or misdemeanor.
- F. The Board may grant a sabbatical leave of one (1) year, upon application, in accordance with Section 340.572 of the General School Laws of 1955.

If a sabbatical leave is granted, the Board will provide 1/2 of the current annual salary for one (1) teacher, provided said teacher returns to the Laingsburg Community Schools for a period of not less than one full year after completing the

Article X, con't.

sabbatical leave. The one-half of the salary earned during the sabbatical leave shall be added to the teacher's regular salary and prorated over the regular pay periods of the following year, either 20 or 26 payments.

The teacher shall continue to receive fringe benefits as provided by the Board while on sabbatical leave.

The application shall state the reasons for requesting and the use that is to be made of a sabbatical leave and shall be presented to the Board by March 1st of the year before which the leave is requested.

ARTICLE XI

Unpaid Leaves of Absence

- A. A leave of absence, of up to one (1) year may be granted to any tenure teacher, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to his professional responsibilities. 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.
- B. Military leave of absence from the Laingsburg Community Schools shall be granted to any teacher, upon application, who shall be inducted or shall enlist 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 the period, up to a maximum of three (3) years.
- C. A leave of absence shall be granted to any teacher, upon application, for the purpose of campaigning for, or serving in a public office. Upon return from such leave, a teacher shall be placed on the salary schedule at the same step from which he went on leave.
- D. Maternity leave up to one year shall be granted to any female teacher, upon application, commencing not later than the end of the seventh month of pregnancy, except when this date falls within six weeks of the end of the semester, the teacher may be permitted to complete the semester. Return from such leave will

Article XI, con't.

be no earlier than four weeks after the termination of the pregnancy, nor later than the beginning of the next term or marking period. She must, however, report for duty when school convenes the following school year or consider her leave of absence terminated. Violation of the above provisions will cause a forfeiture of all the rights allotted under this policy.

Return to duty from maternity leave shall be conditioned upon a doctor's certification that the teaching duties will not be injurious to the teacher's health and the teacher notifies the Board in writing by March 15th of her intent to return.

A female teacher adopting a child may receive similar leave which shall commence upon entry of an order terminating the rights of the natural parents by the probate court. A teacher returning from leave provided in this paragraph shall be placed on that step of the salary schedule from which she went on leave.

- E. These provisions do not apply to probationary teachers who are not going to be rehired by the Board. The applicable leave may be granted, by the Board and the probationary teacher informed at least 90 days before the end of the school year that he will not be offered a contract at the termination of said leave.

ARTICLE XII

Medical Examination

- A. The Board may require a new teacher to obtain and submit to the district, at the expense of the Board a Health Certificate from the district's physician, or personal physician at the Board's expense not to exceed the rate charged the district by the district's physician.

Every teacher shall be required to have a TB check by the end of September, which will be furnished free of charge by the County Health Department or may be obtained thru the Mobile Unit. Failure to provide a negative T.B. report by November 1st will result in withholding of pay until the report is filed with the Superintendent.

- B. In case of illness requiring more than one work week quarantine; or communicable disease, a physician's written statement of clearance to return to employment must be presented to the building supervisor.

ARTICLE XIII

Retirement

- A. Teachers shall retire at the age of sixty-five (65), except the Board may upon application of the teacher to the Board continue the employment of a teacher after age sixty-five (65) upon sufficient showing of a Health Certificate signed by at least one doctor of medicine showing that said teacher is physically capable of teaching under the terms of his contract.

ARTICLE XIV

ACADEMIC FREEDOM

- A. The Board recognizes the educational professions right and responsibility to insist that, children must be free to learn and teachers free to teach. Thus, no special limitations shall be placed upon study, investigation, presentation and interpretation of facts and ideas, except that:
1. The teacher must be acting within his certified area in accordance with accepted courses of study.
 2. The teacher must submit an outline to his supervisor of any "controversial" areas in order that the Board is aware of and has the opportunity to discuss the areas with the teacher and the teacher must have written permission from the principal when an outside resource person is being brought in.
 3. The teacher must exercise responsibility and prudence, and must realize that teaching in an elementary or a secondary school places special responsibility upon the teacher or carefully consider the maturity level of the student and the special circumstances that surround the teacher/learning relationship.
- B. While the teacher must be free to teach and live according to his conscience, so must his students and the public he serves. The teacher may not infringe upon the freedom of those he serves. Proselytism has no place in a public school. Opinion should be stated as such and theory for what is is.

ARTICLE XV

Teacher Evaluation

- A. The work performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated not less than two (2) times during the school year. Tenure teachers shall be evaluated at least once every year, at least ninety days prior to the end of the school year.
- B. Evaluations shall be conducted and submitted by the building principal.
- C. Each formal observation shall be made in person. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher.
- D. 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.
- E. No later than March 15th of each year the final written evaluation report will be furnished to the superintendent covering each teacher. A copy shall be furnished to the teacher and the Association, if requested by the teacher involved. The report shall not contain any information not previously made known to and discussed with the teacher.
- F. Each teacher shall have the right upon request to review the contents of his own personal file, other than college or university credentials, or letters of recommendation. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

ARTICLE XVI

Professional Behavior

- A. Teachers are expected to comply with present written rules and regulations and directions adopted by the Board or its representatives, and any written rules, regulations, or directions promulgated by the Board which are not inconsistent with the provisions of this contract. A teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.
- B. Warnings of infractions of any provisions of the contract shall be promptly reported to the teacher and to the Association by the building principal. An attempt shall be made to resolve the alleged infraction through informal discussion between the teacher and the building principal. During this discussion the teacher will be informed that a written reprimand or loss of pay or suspension or any combination of these may result if the same infraction reoccurs. This warning will be made or repeated in the presence of the Association representative if the teacher so desires.
- Any written resume of the meetings shall not become a part of the teacher's personnel file.

Article XVI, con't.

- C. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded 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.
- D. 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 alleged unjust 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 the Association.

ARTICLE XVII

Professional Improvement

A. The Board may provide, upon application, the necessary funds for teachers who desire to attend select professional conferences. Travel, meals, lodging and registration fees shall be deemed appropriate expense of the Board, as well as the cost of the substitute teacher needed to relieve the participant. A teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation. Leaves for such conferences will not be deducted from the sick or business leaves.

ARTICLE XVIII

Maintenance of Standards

A. This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein.

B. The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered without prior communication with the individual and/or the Association.

ARTICLE XIX

School Calendar

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 XX

Professional Compensation

- A. The basic salaries of teachers covered by this Agreement are set forth in the Salary Schedule which is attached to and incorporated in this Agreement as Schedule B. Such salary schedule shall remain in effect during the terms of this agreement.
- B. All teachers newly employed shall be given full credit on the salary schedule for up to seven (7) years of outside teaching experience in any school district.
- C. All fully certificated teachers, excluding special certification, shall receive additional compensation as set forth in Schedule B for hours beyond the Bachelor's Degree. In order to receive the amounts in full, credits must be earned before the beginning of the school year. One-half (1/2) of the difference in credit levels will be paid for credits earned during the first semester of the school year (September 1st to January 31st).
- D. Teachers involved in extra duty assignments set forth in the Schedule which is attached to and incorporated in this Agreement as Schedule C shall be compensated in accordance with the provisions thereof. All teachers shall be compensated in accordance with the provisions of this Article and the annexed schedule without deviation.

Article XX, Con't.

E. Teachers required in the course of their work to drive personal cars from one school building to another shall receive a car allowance of ten cents (\$.10) per mile. The same allowance shall be given for use of personal cars for field trips of other business of the district. The Board shall provide liability insurance protection for teachers when their personal cars are used as provided in this section.

ARTICLE XXI

Student Discipline and Teacher Protection

A. The Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just, and in accordance with established Board policy; re-Discipline, Corporal Punishment, Suspension, adopted 6/15/67. It shall be the responsibility of the teacher to report to his principal the name of any student who, in the opinion of the teacher needs particular assistance from skilled personnel. The teacher shall be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.

B. 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 session 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 at the end of that session full particulars of the incident.

Article XXI, con't.

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

E. If any teacher is complained against or sued as result of any prudent action as defined by a court of law, taken by the teacher while in pursuit of his employment, the Board shall provide legal counsel and render all necessary assistance to the teacher in his defense.

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

G. No action shall be taken against any teacher by a parent of a student nor shall any notice thereof be included in said teacher's personnel file unless said complaint is in writing and signed by the parent involved. Notice of said complaint shall be made to the teacher concerned and the Association. Steps to rectify the situation, which is the basis for the formal complaint shall be discussed with the building principal, the teacher, (and Association representative, if the teacher so desires).

H. As a result of maintaining discipline, the Board will reimburse teachers for any loss, damage or destruction of clothing or personal property, excluding automobiles, of the teacher while on duty for the school district on or off the school premises.

ARTICLE XXII

INSURANCE PROTECTION

- A. The Board will provide, upon application, Medical care protection for each full time teacher and his family for the year beginning September 1st through August 31st of the following year through any of the Board's approved medical insurance programs. For the school year 1972-73, this will be the MESSA Super-Med health insurance.
- B. The Board's carrier shall provide medical care insurance and options equal to or better than those available through MESSA super-Med.
- C. The provision for medical care insurance will be granted to those teachers who do not have coverage under a spouse's medical care insurance policy.
- D. If a teacher terminates his employment or is released for any reason, the insurance coverage will cease with the date of termination.

ARTICLE XXIII

Professional Grievance Procedure

A. Definition, Grievance

1. A grievance or complaint is defined as an alleged violation, misinterpretation, or misapplication of the expressed terms of this contract, established teacher personnel policy or board policy pertaining to teachers.
2. The term "signed" shall mean a written or stamped name of the grievant or grievants affixed to the presented grievance.

B. Written grievances as required herein shall contain the following:

1. It shall be presented within five (5) school days of the alleged violation.
2. It shall be signed by the grievant or grievants.
3. It shall be specific.
4. It shall contain a synopsis of the facts giving rise to the alleged violation.
5. It shall cite the section or subsections of this contract, personnel policy, or board policy alleged to have been violated.
6. It shall contain the date of the alleged violation.
7. It shall specify the relief requested.

C. All preparation, filing, presentation or consideration of a grievance shall be held at times other than when a teacher or participating Association representative are to be at their assigned teaching stations.

Article XXIII, con't.

D. Grievance Procedures. The grievant or grievants may have an Association representative present at any level.

Level 1: In the event that a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal.

Level 2: If, as a result of the informal discussion with the building principal, a grievance still exists, he may invoke the formal grievance procedure on the form set forth in annexed appendix D, signed by the grievant and a representative of the association if he desires. Forms shall be available from the association representative in each building. A copy of the grievance form shall be delivered to the principal. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by him.

Level 3: If the teacher is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) school days of such meeting (or ten 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 teacher on the grievance and shall indicate his disposition of the grievance in writing within five (5) school days of such meeting, and shall furnish a copy thereof to the teacher.

Article XXIII, con't.

Level 4: If the teacher is not satisfied with the disposition of the grievance by the superintendent or his designee, or if no disposition has been made within five (5) school days of such meeting (or ten school days from the date of 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, shall meet with the teacher on the grievance. Disposition of the grievance in writing by the board shall be made no later than five (5) school days thereafter. A copy of such disposition shall be furnished to the teacher.

Level 5: If the board and the aggrieved teacher shall be unable to resolve any grievance, it may, within ten (10) days after the decision of the board, be appealed to the mediation and fact-finding procedures established by Act 379, PA 1965. Such appeal shall be in writing and shall be delivered to the Michigan Employment Relations Commission and the Board of Education within said ten (10) day period, and if not so delivered, the grievance shall be deemed abandoned.

Level 6: If, after mediation and fact finding, the teacher is not satisfied with the disposition of the grievance, or if no disposition has been made, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five (5) school days from the notification date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accord with its rules which

Article XXIII, con't.

shall likewise govern the arbitration proceeding. The board and the association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.

- E. 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.
- F. Notwithstanding the expiration of this agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- G. It is agreed that a person having filed a complaint may withdraw said complaint at any time at his option and this complaint cannot be processed further.
- H. Failure to appeal a decision at any level within the specified time limits, shall be deemed as acceptance of the decision at that level.
- I. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teachers Tenure Law shall not be the basis of any grievance filed under the procedure outlined in this article.

Powers of the Arbitrator

- J. It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due

Article XXIII, con't.

investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

1. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. He shall have no power to establish salary structures.
3. He shall have no power to rule on any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher's Tenure Act (Act IV Public Acts, extra session, of 1937 of Michigan, as amended).
4. He shall have no power to change any practice, policy, or rule of the Board nor to substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board except as it effects this agreement. His powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement, and he shall not imply obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
5. He shall have no power to decide any question which, under this Agreement in his opinion, is within the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
6. In the event that a case is appealed to an arbitrator on which he decides he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
7. There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding on the Union, its members, the employee or employees involved, and the Board.
8. The fees and expenses of the arbitrators shall be shared equally by the Board and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

Article XXIII, con't.

9. Claims for Back Pay. All grievances must be filed in writing within five (5) days from the time the alleged violation was to have occurred. The Board shall not be required to pay back wages more than five (5) days prior to the date a written grievance is filed.
 - a. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment or other compensation that he may have received from any source during the period of the back pay.
 - b. No decision in any one case shall require a retroactive wage adjustment in any other case.
10. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed under the conditions of this agreement.

ARTICLE XXIV

Negotiation Procedures

- A. Representatives of the Board and the Association's bargaining committee may meet on the last school day Tuesday of each month for the purpose of reviewing the administration of the contract, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
- Each party will submit to the other, on or before Friday prior to the meeting, an agenda covering what they wish to discuss.
- All meetings between the parties will regularly be scheduled to take place as promptly as possible at times when the teachers involved are free from assigned instructional responsibilities, unless otherwise mutually agreed.
- Should such a meeting result in a mutually acceptable amendment of the Agreement then the amendment shall be subject to ratification by the Board and the Association provided that the Bargaining Committee shall be empowered to effect temporary accommodations to resolve special problems.
- B. Between April 1st and April 15th, the parties shall initiate negotiations limited to appendixes A, B, & C (School Calendar, Salary Schedule, and Extra-Curricular Schedules). Either party may also present up to three additional proposals for negotiation.

Article XXIV, con't.

- C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. 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. Both parties agree to submit the final agreement for ratification to their appropriate governing bodies on the same calendar date. After ratification by both parties their representatives shall attach their signatures to the ratified agreement within 24 hours of ratification. There shall be three signed copies of the ratified agreement for purposes of record. One retained by the Board, one by the Association, and one by the Superintendent.
- 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 as set forth in Article XXIV.
- 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 supercede all previous agreements, verbal or written or based on alleged past practices of the Board or the association which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. If any provisions 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.

Article XXV, con't.

- E. Legible copies of this agreement, Board Policies and Staff Policy Handbook shall be printed at the expense of the Board and made available to all teachers now employed, hereafter employed or considered for employment by the Board.
- F. A staff orientation meeting will be held on Tuesday for all new teachers and on Wednesday for all teachers preceding the opening of school.
- G. Free passes shall be furnished to each faculty member and spouse for attendance at home athletic events.

ARTICLE XXVI

Duration of Agreement

This Agreement shall be effective as of July 1, 1972, and shall continue in effect until the 30th of June, 1975. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

by _____
Its President

by _____
Its Secretary

EDUCATION ASSOCIATION

by _____
Its President

by _____
Its Secretary

Dated this _____ day of _____, 1970

APPENDIX SCHEDULE A

Attendance Periods

Sept.	6	through	Nov.	7
Nov.	9	through	Jan.	23
Jan.	24	through	March	29
March	30	through	June	8

Membership

45 days
45 days
45 days
45 days

Vacation Days

November	23 & 24
December	22, 25, 26, 27, 28, 29
January	1
April	16, 17, 18, 19, 20
May	28

Pay Days

September	15, 29
October	13, 27
November	10, 24
December	8, 22
January	5, 19
February	2, 16
March	2, 16, 30
April	13, 27
May	11, 25
June	8, 22
July	6, 20
August	3, 17, 31

Special Days

August	29th through 30th	Teacher Orientation
November	8th	Teacher In-Service or Conferences
February	21	Teacher In-Service
March	20	Teacher In-Service or Conferences
June	3	Baccalaureate
June	7	Commencement

Parent - Teacher Conferences

October	11	6:00 - 9:00 P.M.	
December	13	6:00 - 9:00 P.M.	
Feb.	28	6:00 - 9:00 P.M.	H.S. and/or M.S.
May	2	6:00 - 9:00 P.M.	
Nov. 1 & 2		3:00 - 5:00 P.M.	
		7:00 - 9:00 P.M.	Elem and/or M.S.

APPENDIX SCHEDULE B

SALARY SCHEDULE

B.A.	PERMANENT or B.A. + 22	M.A.
0 7925	8225	8400
1 8000	8340	8515
2 8100	8450	8625
3 8325	8700	8875
4 8600	8950	9125
5 8900	9275	9450
	9625	9800
	10000	10175
	10475	10650
	11000	11175
	12075	12250

APPENDIX SCHEDULE C

Extra-Curricular Schedule

Position	Based on Individual's salary experience step exclusive of credits		<u>Class Advisors</u>
Athletic Director	10%	Senior Class	\$400
Varsity Football	10%	Senior Trip (1)	100
Ass't Varsity Football	8%	Junior	200
J.V. Football	7%	Sophomore	100
Ass't J.V. Football	5%	Freshman	50
Varsity Basketball	10%	Adult Education	\$7.50/hr.
J.V. Basketball	7%	Driver Education	5.00/hr.
7th grade Basketball	3%	(If there is no senior trip, class advisors will be:	
8th grade Basketball	3%	Senior	\$100
Head track	7%	Junior	100
Cross Country	4%	Sophomore	50
Varsity Baseball	7%	Freshman	50
J.V. Baseball	5%	F.H.A.	3%
Golf	5%	Varsity Club	3%
Girl's Basketball	4%	F.T.A.	3%
J.V. Girl's Basketball	3%	Student Council	3%
Cheerleading Varsity, J.V.	4%	Honor Society	2%
Cheerleading Jr. High	2%	Forensics	2%
Band Director	10%	Drama Club	2%
Dramatics (per class play)	3%		
Yearbook Advisor	5%		
Newspaper Advisor	2%		