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Martin (9)

Review
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AGREEMENT

BETWEEN THE MARTIN PUBLIC SCHOOL
BOARD OF EDUCATION

and the

MARTIN FACULTY CLUB

RECEIVED

DEC 20 1967

OFFICE OF
PROFESSIONAL NEGOTIATIONS

Martin Public School Board of Education

THIS AGREEMENT entered into this 14th day of August, 1967 by and between the Board of Education of the Martin Public School System, hereinafter called "the Board", and the Martin Faculty Club, hereinafter called the "Association".

Whereas the School, represented by the Board of Education, has negotiated with the Association on wages, hours, and the terms and conditions of employment and the parties, through negotiations in good faith, have reached agreement on all such matters and desire to execute this contract covering such agreement.

Now, THEREFORE, in consideration of the following mutual covenants, the Association and Board agree as follows:

MEA
1216 Kendale
E. Lansing, MI
48823

ARTICLE I

RECOGNITION

Section I. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379 Public Acts of Michigan 1965, in regard to wages, hours and other terms and conditions of employment for all certified instruction personnel employed by the school, excluding, however, substitute teachers, evening and summer school teachers, nurses, clerks and administrative personnel.

Section II. The Board and the Association agree not to negotiate with other organizations on the above matters during the term of this agreement.

Section III. This agreement shall supersede any policies of the Board which are contrary to its terms. It will likewise supersede terms contained in individual teacher contracts.

Section IV. If any article or section of this agreement shall be found contrary to law, this shall not invalidate any of the other articles or sections of this agreement.

ARTICLE II

TEACHER RIGHTS

Section I. The Board hereby agrees that every teacher employed by the school shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining.

Section II. The Association shall have the right to use the school building, facilities and equipment, subject to the usual regulations for the use of school facilities during non-school hours, for the purpose of conducting Association business.

Section III. The School shall provide payroll deductions for regular membership dues for the Association (including National Education Association and Michigan Education Association) upon written request of the individual teacher. Within twenty days of the beginning of the school year, teachers may sign and deliver to the school an agreement authorizing the deduction for membership dues. Dues are to be deducted in four equal installments. Installments to be deducted will be shown on the second pay-days in the months of October, November, December and January.

Section IV. The payroll shall be every two weeks in twenty-six (26) equal installments on alternate Fridays beginning at least by the second Friday school is in session.

ARTICLE III

MANAGEMENT RIGHTS

Section I. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves to itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees that may seriously impair the teaching performance of the teaching employee.
- B. To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
- C. To establish the grade levels to be taught, and the curriculum for these grade levels, including special programs, and to provide for athletics, recreational and social events for students, all as deemed necessary or advisable by the Board.
- D. To decide upon the selection of textbooks and other teaching materials, and the use of teaching aids of all kinds, taking into consideration any recommendations of a joint curriculum committee composed of teachers and administrators.
- E. To determine class schedules, the hours of instruction and the duties, responsibilities and assignments of teachers with respect thereto, and non-teaching activities, and the terms and conditions of employment.

Section II. The exercise of the foregoing powers, rights, authority, duties and responsibility by the Board, the adoption of policies, rules, regulations and practises in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE IV

TEACHING CONDITIONS

Section I. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered whenever possible. It is recommended that a level of 25 pupils per elementary classroom be the goal of the school system.

ARTICLE IV-continued

Section II. The following class size limitations are recommended for the secondary school:

Twenty-five pupils per class---English, Social Studies,
Mathematics, Science,
Language, Business.

Thirty pupils---Typing, Drafting.

Twenty-four pupils---Industrial Arts.

Twenty pupils---Art, Home Economics.

Section III. The School recognizes that appropriate tests, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The school will endeavor to keep the school properly equipped and maintained with these items.

Section IV. The school agrees to engage part-time help to relieve teachers of cafeteria supervision.

Section V. The school shall make available adequate restroom and lavatory facilities for the exclusive use of elementary and secondary teachers. The school will, also, provide one room, in which smoking will be permitted, for use as a lounge by elementary and secondary faculty members.

Section VI. Telephone facilities shall be made to teachers for their reasonable use in conducting school related business.

Section VII. Adequate parking facilities shall be made available to teachers in conducting school related business.

ARTICLE V

QUALIFICATIONS and ASSIGNMENTS

Section I. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from a college or university.

Section II. 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.

Section III. No full-time or emergency substitute teacher serving in a regular position will be hired under the provisions of the State Board of Education special 90-day certificate.

Section IV. All teachers shall be given written notice of their schedules for the forthcoming year no later than the last duty day of June. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly by mail. In no event will changes in teachers' schedules be made later than the 15th day of August preceding the commencement of the school year, unless an emergency situation requires same.

ARTICLE V-continued

Section V. 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 not be obligatory but shall be with the consent of the teacher.

ARTICLE VI

TEACHING LOADS

Section I. The normal weekly teaching load shall be as follow:

- A. Senior and Junior High School--thirty (30) assigned and five preparation periods per week, based on a seven period day.
- B. Elementary School--twenty-five (25) hours of classroom instruction, one hour and fifteen minutes (15 minutes per day) of student supervision prior to opening of classes and one hour per week of playground supervision.

Section II. 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 a good cause, outside the scope of their teaching certificate or their major or minor field of study.

ARTICLE VII

TEACHING HOURS

Section I. The normal working hours for teachers shall be from twenty (20) minutes before the start of school in the morning and twenty (20) minutes after the close of school in the afternoon, based on a teaching six hours and twenty minutes in length.

Section II. Teachers shall be in their rooms at least ten minutes before first class time in the morning, and shall remain in the building for twenty-(20) minutes after classes are scheduled to be dismissed for the day.

Section III. All teachers shall be entitled to a duty-free, uninterrupted lunch period. In the elementary school this period shall be no less than one-half hour in length. Teachers shall be free to leave the building during any portion thereof. Free periods are to be scheduled either by the teachers or the administration.

Section IV. Teachers shall remain if necessary until 4:30 p. m. for committee meetings, faculty meetings, or conferences when required by the circumstances. Teachers shall keep one day per week (to be designated at the start of the school year) for such meetings. All teachers are required to attend regularly scheduled staff meetings.

ARTICLE VIII

TEACHER EVALUATION

Section I. The Association recognizes the right and responsibility of the administrative staff evaluation of the performance of teachers. The Association, also, recognizes the right and responsibility of the administrative staff to visit classrooms for the purpose of evaluating and promoting the educational program.

Section II. All monitoring or observation of the work performances of a teacher will be conducted openly and with full knowledge of the teacher. Teachers will be given a copy of any evaluation report prepared by the principal or superintendent and will have the right to discuss the report with their supervisor prior to its becoming a part of the permanent record.

Section III. The teaching performance of non-tenure teachers (probationary teachers) will be observed and a written evaluation prepared at least twice each school year. The principal or superintendent will hold a conference with the non-tenure teacher after each such evaluation.

Section IV. Any complaint regarding a teacher made to the administration or Board of Education by any parent, student or other person, which is serious enough to be considered a factor in evaluating said teachers performance, will be brought promptly to the teachers attention.

Section V. Any teacher will have the right, upon request, to review the contents of his own personal file. Privileged information such as confidential credentials and related personal references, normally sought at the time of employment are specifically exempted from review. The administrator, shall in the presence of the teacher, remove these credentials and confidential reports from the file prior to review of the file by the teacher. Files are not to be removed from the school office.

ARTICLE IX

GRIEVANCE PROCEDURES

Section I. Any teacher, group of teachers or the Association believing that there has been a violation, misrepresentation or misapplication of any provision of this agreement or any existing rule, order or regulation of the school, or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms or conditions of employment, may file a written grievance with the school or its designated representative.

Section II. Procedure for adjudgment of grievances. Grievance shall be presented and judged in accordance with the following procedures:

A teacher with a problem shall first discuss the matter with his building principal, or, in the case of the elementary schools, with the elementary principal, with the objective of resolving the matter informally. Said discussion must take place within five duty days of the occurrence of the alleged grievance.

ARTICLE IX-continued

Step 1. In the event the matter is not resolved informally, the problem shall be presented in writing to the elementary principal in the elementary schools or to the principal of the junior high or senior high school within ten duty days of such occurrence. Any teacher or group of teachers filing a grievance shall simultaneously deliver a copy to the Association, or lose right to proceed beyond step one of this procedure.

- (A) Within five duty days of receipt of the grievance, the above designated administrator shall meet with the association in an effort to resolve the grievance. The affected teacher or teachers may be present at such meetings.
- (B) Within five duty days after the meeting, the Administrator shall state his decision in writing, and furnish a copy thereof to the teacher and to the Association.

Step 2. Within five days after receiving the decision in Step 1, the Association may appeal in writing to the Superintendent of Schools.

- (A) Within five duty days of receipt of the written appeal, the Superintendent shall meet with the Association. The affected teacher or teachers may be present at such meeting.
- (B) Within five duty days after the meeting, the Superintendent shall state his decision in writing, and furnish a copy thereof to the teacher and the Association.

Step 3. Within five duty days after receiving the decision of the Superintendent, the Association may appeal the decision in writing to the Board of Education, which shall give the Association the opportunity to be heard within ten duty days after delivery of the appeal, and which shall communicate its decision in writing to the Association within five duty days after conclusion of hearing.

Step 4. If the Association is dissatisfied with the decision of the Board, the Association may, within ten duty days after delivery of the decision of the Board:

- (A) At the request of the Association, the Board will meet again with the Association representative to explore further possibility of settlement; or,
- (B) Upon request of the Association, the grievance may be submitted to mediation using the mediation services of the State of Michigan; or,
- (C) Submit any grievance under this agreement to Advisory arbitration under the labor arbitration rules of the American Arbitration Association, at the equal expense of both parties. (Expenses are understood to be salaries of arbitrators and their necessary expenses and the rental of hearing quarters.)

Section III. All persons required for grievance hearings during school hours shall be excused with pay for that purpose. However, either party hereto, may require that hearings and meetings be held during non-school hours.

ARTICLE IX-continued

Section IV. All grievances, disputes, or other matters which may be processed under any state or federal regulation or statute, including but not limited to Tenure Act proceedings, shall not be the subject matter of the grievance procedure herein established; and any determination or action taken under any such state or federal regulations or laws shall be binding to the extent required by such regulation or law.

Section V. On agreement between the Board and the Association, hearing upon a grievance may be commenced at any step, and any time limit within the grievance procedure may be extended by mutual agreement.

Section VI. A teacher has the right to be represented at any step in the grievance procedure by the Association and/or an attorney of his own choice.

Section VII. The Board has the right to be represented at any stage of the grievance procedure by any representative of its choice.

ARTICLE X

LEAVE POLICY

Section I. All full time or part time teachers (substitute teachers excepted) of the Martin Public School system will be granted ten days of sick leave per year without loss of pay. The sick leave will be granted on the following basis: one day will be credited on reporting for work on the first duty day of the year, and then one day will be credited for each subsequent twenty duty days on which the teacher works. Sick leave days will be cumulative to fifty (50) days and may be granted for the following reasons:

- A. Personal illness or quarantine of the teacher;
- B. Serious illness in the family; death in the immediate family (including father, mother, mother or father-in-law, brother, sister, husband, wife or child, or a member of the immediate household. A serious illness may include such things as surgery, and accidents (except those sustained when employed in non-school work).
 1. Leave in case of death will be limited to three days per occurrence.
 2. Leave for serious illness in the family will be limited to three days per occurrence and not more than ten days in a school year.
 3. Surgery: Surgical treatment of a truly emergency nature, which medical authorities state can not be postponed without endangering the health and physical welfare of the individual. Surgical treatment that can be postponed should be scheduled for vacation periods.

ARTICLE X-continued

Section II. Two days per year shall be available for emergency leave. The fee for a substitute teacher will be deducted from the salary of a teacher taking such leave. Emergency leave is defined as any business matter which can not be carried out any other time except when school is in session; i.e. for example, court appearances, estate settlements, probate matters and any similar matter. This leave is available in case of births:

1. Written request for emergency leave must be filed two duty days in advance of expected leave (when possible). In so far as possible emergency leave will be available to one elementary and one secondary teacher on any given day.
2. Jury Duty--teachers called for jury duty and court appearances will be granted leave with pay if they can demonstrate they have made a sincere attempt to be excused. Fees, etc, earned in such service will revert to the school up to an amount not to exceed the teachers per diem wage.

Section III. Released time: Officers or designated representatives of the Association shall be granted short leaves of absence (one - two days) without pay to participate in area, regional and state activities and such business as is necessary to fulfill the function of the Association.

Section IV. Maternity Leave: The teacher shall discontinue teaching at the end of five months after the beginning of pregnancy, or at the end of the semester, whichever date is reached first. However, if the administration feels it is in the best interest of the students and the school, it may waive the five month rule and allow the teacher to complete the semester. Such a teacher may request a leave of absence until she is able to return to her teaching position, provided there is a vacancy, or one similar. Also, the period elapsed should not exceed two (2) semesters beyond the date on which leave became effective. In such cases, leave of absence shall be granted without pay upon the recommendation of the Superintendent.

ARTICLE XI

PROFESSIONAL COMPENSATION

Section I. The Association recommends that all teachers subsequently employed shall have degrees and be certified by the State.

Section II. The salaries of teachers covered by this agreement are set forth in the accompanying Schedule A, which shall remain in effect for the one year term of this agreement.

Section III. The salary schedule is based upon the teachers normal working hours as defined herein. The school will not require teachers to work in excess of the normal working hours, except those teachers receiving compensation for extra activities, as set forth in Schedule B.

Section IV. Credit for teaching experience outside the school system may be allowed up to seven (7) years.

ARTICLE XI-continued

Section V. Increments become effective on the first contracted duty day of each school year. Upon completion of required academic or professional courses, advancement shall be automatic as the aforementioned day or upon the first contracted duty day of the second semester. In the case of the second semester, advancement will be on a pro-rated basis (i.e. one-half)

Section VI. The amount of \$50 shall be added to the scheduled salary for fifteen (15) semester hours and \$100 for Twenty-two (22) semester hours beyond the bachelors degree. Hours to be counted must be eligible for application to certification requirements.

Section VII. The amount of \$100 shall be added to the scheduled salary for a teacher with a bachelors degree for the first fifteen currently valid hours applicable to a masters degree or \$200 for twenty-two (22) hours toward a masters degree. After having been awarded an MA degree, the teacher will be advanced to the appropriate M.A. step on the salary schedules as provided in Section 5 of this article.

Section VIII. The school encourages attendance at approved educational conferences. Application to attend a conference and expense reports shall be submitted to the Superintendent.

SCHEDULE A
TEACHERS SALARY SCHEDULE

STEP	BACHELORS DEGREE	MASTER DEGREE
1	5,800	6,150
2	6,000	6,350
3	6,200	6,550
4	6,400	6,750
5	6,600	6,950
6	6,800	7,150
7	7,000	7,350
8	7,200	7,550
9	7,400	7,750
10	7,600	7,950
11	7,800	8,150
12	---	8,350

Supplemental Allowances:

15 hours beyond bachelors degree	\$50.00
22 hours beyond bachelors degree	100.00
(note: must be eligible for application to certification requirements)	
or	
15 hours applicable to a masters degree	\$100.00
22 hours applicable to a masters degree	200.00

SCHEDULE B

COMPENSATION FOR EXTRA DUTIES

Coaches of athletic teams will be granted an annual increment of 10% of the base coaching pay for each year of coaching service up to a total of five years.

Basic Coaching Allowance:

Varsity Football.....	\$400
Assistant Varsity Football.....	225
Jr. Varsity Football.....	225
Assistant Jr. Varsity Football.....	200
Varsity Basketball.....	400
Jr. Varsity Basketball.....	225
9th Grade Basketball.....	225
8th Grade Basketball.....	100
7th Grade Basketball.....	100
Head Baseball.....	225
Jr. Varsity Baseball.....	175
Head Track.....	225
Head Golf.....	225
Athletic Director.....	100

Other Provisions:

Director of Student Plays.....	100 per play
Yearbook.....	50 per year
School Newspaper.....	50 per year
Senior Class Advisor.....	100 per year
Junior class Advisor.....	50 per year
Summer Music (1/2 week, full time or equivalent)	350 per year

Teachers selling or taking tickets at athletic events or other events at which admission is charged and the money derives to the school will receive \$1.50 per hour. This fee applies to teachers serving as bus chaperones on athletic trips. The maximum fee for any one event will be \$5.00.

The School may add to the lists of special assignments in Schedule B as it is deemed necessary and advisable, and set extra pay allowances for the same. Such additions shall become a part of this Agreement.

ARTICLE XII

DURATION

This agreement and all of its provisions shall become effective when ratified by a majority of the members of the Association at a meeting duly called for such purpose; and approved by the Martin Board of Education by a resolution duly adopted.

This agreement shall continue in full force and effect to and including June 30, 1968.

Any notices required hereunder shall be sufficient if mailed:

To the Board: c/o Superintendent
1556 Chalmers St.
Martin, Michigan

To the Association: Darwin Evers
President
Martin Faculty Club
Martin Public Schools
Martin, Michigan

In WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives this fourteenth day of August 1967.

Board of Education
Martin Public Schools
Martin, Michigan

By:

Bruce Culver, President

Laverne Young, Secretary

Martin Faculty Club

By:

Darwin Evers, President

Herbert Johnson, Negotiator

Hugh Cheeseman, Negotiator

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Hugh Cheeseman, Negotiator