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Martin Public Schools

AGREEMENT

BETWEEN

MARTIN PUBLIC SCHOOLS DISTRICT NO. 6,
ALLEGAN COUNTY, MICHIGAN

AND

MARTIN EDUCATION ASSOCIATION

1974-1975

Martin Public Schools
Martin, Michigan
49070

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AGREEMENT

THIS AGREEMENT made by and between Martin Public Schools District No. 6, Allegan County, Michigan (hereinafter called the "Board") and the Martin Education Association (hereinafter called the "Association");

W I T N E S S E T H :

ARTICLE 1

RECOGNITION

The Board recognizes the Association as the sole and exclusive collective bargaining representative for all K-12 teachers employed for the regular school year.

ARTICLE 2

PROFESSIONAL SERVICES

2.1 School Year. The number of student and teacher days shall be as set forth in the School Calendar. The Board may modify or extend the School Calendar because of bad weather days, mechanical failure, changes in State Law or regulations or the occurrence of other events beyond its control.

2.2 Professional Duties. Although the parties recognize that the commitment of a teacher cannot be measured merely by time, the compensation set forth on Schedule "A" for regular professional duties is based on a professional week consisting of forty (40) hours on the school premises or at a duty connected facility designated by the Board. Policies scheduling instruction, professional duties and the work day shall be from time to time established by the Board and shall provide that the administration shall have the right to release members of the teaching staff early when their professional services are not required.

2.21 Elementary Classroom Teachers. A teacher regularly assigned as an elementary classroom teacher will have during each full school week:

- A. Approximately twenty-five (25) hours of classroom instruction.
- B. One (1) hour and fifteen (15) minutes of student supervision prior to the opening of classes and one (1) hour per week of playground supervision.

- C. Conference-planning time during the morning recess period and when special teachers are in charge of a teacher's class.
- D. Two and one-half (2-1/2) hours of duty free lunch time.

2.22 Junior and Senior High School Teachers. A teacher regularly assigned as a junior or senior high school teacher will have during each full school week:

- A. A minimum of twenty-five (25) class periods of classroom instruction.
- B. Five (5) preparation periods per week.
- C. Two and one-half (2-1/2) hours of duty free lunch time.

2.23 Special Teachers. The teaching load of special teachers shall be substantially equivalent to the teachers of the grade level or levels to which assigned.

2.24 Part-Time Teachers. The normal work week for part-time teachers shall be adjusted by the Board on an individual basis in accordance with the number of hours employed and duties assigned.

2.25 General Professional Duties. In addition to the foregoing professional duties, each teacher shall, to the extent required for the proper discharge of his professional obligations, participate in faculty, departmental and curriculum meetings; inservice training programs; student activity assignments, parent-teacher and student-teacher conferences; and such other professional activities as may reasonably be required.

2.26 Work Load. It is the goal of the parties that teachers in the same pay classification shall have substantially equal workloads and productivity. However, it is recognized that the professional workload and effort of each teacher cannot be precisely measured. Any comparison of professional workloads should consider not only the student-teacher ratio, but the subject matter, distribution and maturation level of the students, the training and experience of the teacher, teaching strategy, the quantity, quality, and type of physical facilities and teaching aids available, and other factors.

However, the establishment of student-teacher ratio guidelines may be useful as a reference point provided that they are recognized as such and not necessarily as an accurate measure

of the professional effort required, the quality of the instruction given or of the results obtained. For this general purpose, the student-teacher ratio shall be computed on a district wide basis as follows:

- A. Elementary. The average classroom student-teacher ratio at the elementary level shall be twenty-five (25) to one (1) or less.
- B. Junior High School. The average classroom student-teacher ratio at the junior high school shall be twenty-seven (27) to one (1) or less.
- C. Senior High School. The average classroom student-teacher ratio at the senior high school shall be twenty-nine (29) to one (1) or less.

If it shall appear that the professional workload of a teacher shall be materially greater than the workload of other teachers in the same pay classification, the Professional Advisory Committee shall review the professional assignment for the purpose of recommending an adjustment in the workload or an increase in compensation as herein provided for professional assignments requiring additional professional responsibility.

2.3 Professional Assignments. Each teacher shall be placed, to the extent practicable, in a position which will most effectively use the teacher's skills and experiences while providing for the present and future staff needs of the District. Such assignment shall ordinarily be within the scope of the teacher's major or minor fields of study.

2.31 Assignment Criteria. The professional assignment of a teacher shall be made by the Board on the basis of the following criteria, namely:

- A. The contribution which the teacher could make to students in the position.
- B. The preference of the teacher for the assignment.
- C. The qualifications of the teacher compared to those of other candidates, both for the position to be vacated and the position to be filled.
- D. The opportunity for the professional growth of the teacher.

2.32 Assignment Procedure.

2.321 Assignment Preference. Subject to the assignment criteria, a returning teacher shall be given preference for assignment for the next school year if prior to April 1, he shall have agreed in writing to return for the next school year.

2.322 Notice of Assignment. Notice of teaching and student extra-curricular assignments shall ordinarily be made for the next school year on or before July 10 for those teachers who have confirmed in writing their intention to return. Any teacher who shall claim that an assignment has been made in violation of the guidelines and procedures herein set forth, shall have the right to file a grievance as herein provided.

2.4 Layoffs and Recall. The layoff and recall procedure shall be as herein set forth.

2.41 Determination. The Board shall have the right to reduce the number of teachers in a given subject area, field or program or eliminate or consolidate positions or reduce the number of teachers for such reasons as shall be determined by the Board. Compensation and fringe benefits shall be suspended during periods of layoff.

2.42 Layoff Procedure. Teachers regularly assigned to the elementary grades shall be on a separate seniority list from the remaining teachers and all the provisions herein shall be so interpreted and applied. Teachers shall be laid-off in the inverse order in which they were hired by the Board except as follows:

- A. To the extent permitted by law, probationary teachers shall be laid off first.
- B. The teacher with the greatest seniority shall have the right to displace a teacher with less seniority only if such teacher is certified and qualified to perform the duties of the position to be staffed.

2.43 Recall Procedure. The Board shall rehire teachers in the inverse order in which they were laid-off provided that:

- A. The teacher is certified and qualified to perform the duties of the position to be staffed and
- B. The obligation to rehire a teacher shall terminate twenty-four (24) months following layoff or upon the

failure of the teacher to report to work within ten (10) days from the date of notice of recall (unless an extension is granted by the Board in writing), whichever shall first occur. Notice shall be given to the teacher at the last address furnished the Board by such teacher in writing.

ARTICLE 3

SUPPORTING SERVICES AND FACILITIES

3.1 Equipment and Materials. The Board 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 Board shall endeavor to keep the school properly equipped and maintained with these items.

3.2 Teacher Facilities. The school shall make available:

- A. Adequate rest room and lavatory facilities for the exclusive use of elementary and secondary teachers.
- B. One room in which smoking will be permitted for use as a lounge by elementary and secondary faculty members.
- C. Telephone and parking facilities for conducting school related business.

ARTICLE 4

COMPENSATION AND BENEFITS

4.1 Wages. Each teacher shall be entitled to receive wages as herein set forth.

4.11 Basic Compensation. The basic compensation of each teacher for the performance of regular professional duties shall be as set forth on Schedule "A", provided that a teacher may elect in writing within thirty (30) days after the beginning of the school year to be paid such compensation as the Board and the teacher shall mutually agree upon. In addition, the Board may pay a teacher additional compensation on a temporary basis for the performance of additional professional duties.

4.12 Professional Experience. The Board shall place new professional employees on such step as professionally indicated by reason of education, experience, (including military service and vocational experience) and past professional performance.

4.13 Academic or Certification Advancement. Academic or certification advancement shall be made at the beginning of the first semester following advancement, provided that the teacher shall submit proof of such advancement not later than sixty (60) days after the beginning of the semester.

4.14 Salary Steps. A teacher shall advance to the next salary step automatically at the beginning of each school year unless

- A. A teacher holding less than a Master's Degree shall not have earned at least three (3) semester hours credit within the preceding three (3) years, or
- B. A teacher shall have received a definite written statement of unsatisfactory service and the recommendation of the Administration of no advancement on the salary schedule. In such event, the teacher shall have the right to a private or public hearing before the Board, if requested within fifteen (15) days after receipt of such notice. For the purpose of this provision, unsatisfactory service shall include the failure of a teacher to maintain the minimum professional standards herein set forth or the material breach by the teacher of the individual contract of employment, or the provisions of this Collective Bargaining Agreement.

4.15 Student Activities. Student activity assignments described on Schedule "B" shall be compensated as therein provided. An activity not included on Schedule "B" shall receive such compensation as established by the Board at the time the activity is approved.

4.16 Extended School Year. A teacher required to work in excess of the number of days set forth in the School Calendar shall be entitled to a proportionate increase in compensation.

4.17 Deductions. The Board shall deduct from the pay of each teacher such amounts as may be required by law, or which are expressly authorized by the teacher in writing. The Board may limit the number of deductions and may make a reasonable charge for changes in deductions provided that a teacher shall have the right to change insurance deductions without charge during the first twenty

(20) days of the school year or at any time by reason of changes in marital status or dependency.

4.2 Insurance. Hospital and medical insurance shall be provided on the terms and conditions set forth on Schedule "C".

4.3 Leaves. Since the absence of a teacher generally has an adverse affect on the quality of the educational program, imposes increased responsibilities on other members of the professional staff, and increases costs, it is the responsibility of each teacher to avoid unnecessary tardiness or absence. The provisions hereinafter set forth are not intended to reduce the professional responsibilities of a teacher nor to provide a form of additional compensation. Rather, they are included to meet the humanitarian and legitimate needs of the teachers in a manner consistent with the requirements of the educational program and they shall be so applied and interpreted.

4.31 Sick Leave. Sick leave shall be administered in accordance with the following guidelines, namely:

A. Sick leave may be used for:

- (1) Any physical or mental condition which disables a teacher from rendering professional services, excluding any condition compensable by Workmen's Compensation, resulting from other employment or from pregnancy to the extent permitted by law.
- (2) Any communicable disease which would be hazardous to the health of students or other employees.
- (3) Physical examinations or medical treatment which cannot reasonably be scheduled outside of the regular work day.
- (4) Serious illness or death in the immediate family of the teacher, to the extent that the presence of the teacher is reasonably required and subject to the following additional limitations, namely:
 - a. The immediate family shall mean spouse, father, mother, father-in-law, mother-in-law, brother, sister, or child of the teacher.
 - b. Leave for family illness shall be limited to three (3) days per year and shall not include elective surgery.
 - c. Funeral leave shall be limited to three (3) days per occurrence.

- B. Each teacher shall be credited at the beginning of each semester with five (5) days sick leave with pay, which leave may accumulate to eighty (80) days and shall be used in one (1) day increments, unless the Board shall otherwise agree. The amount of unused leave shall be certified at least each twelve (12) months.
- C. No payment for unused leave shall be made. If a teacher shall not complete the contract period, the Board shall be reimbursed for any days or fractions of days used in excess of the proportionate leave days earned as of the termination date.
- D. The Board may require verification by a medical authority satisfactory to it.
- E. Sick leave shall be charged against duty days only and shall cease to accumulate and shall not be used by a teacher during such periods as the teacher is on a leave of absence, laid-off, or otherwise not regularly providing services to the District.

4.32 Emergency Leave. A teacher shall be allowed two (2) days for emergency leave in accordance with the following guidelines, namely:

- A. Leave shall be used only for legitimate business, professional or personal obligations which cannot reasonably be scheduled outside of the regular school day. Leave shall not be used for other employment or the seeking of other employment, or for social, recreational, vacation or other similar purposes.
- B. A request for leave shall be made at the earliest practicable time but in no event on less than twenty-four (24) hours written notice except in the case of a situation which could not have reasonably been foreseen.
- C. The written request for leave shall constitute a certification by the teacher that the leave will be used for the purposes herein set forth. No specific description of the intended use of the leave shall be required except for a leave requested for a day preceding or following a non-work day.

- D. The Board shall not be required to grant leave on any one day to more than one (1) elementary teacher or one (1) secondary teacher.
- E. A request for leave may be denied if:
- (1) The teacher has failed to make adequate provision for the discharge of his professional responsibilities during his absence.
 - (2) The Board is reasonably unable to obtain an adequate substitute for the teacher.
 - (3) The number of teachers applying is in excess of the number provided.
 - (4) The request does not comply with the leave provisions.
- F. The first leave day shall be with pay. The second leave day shall be with pay, less an amount equal to the pay of a substitute teacher. Leave days shall not accumulate.

4.33 Jury Leave. A teacher shall be entitled to leave for jury service if unable to be excused from such service. The teacher shall be entitled to receive regular compensation, without deduction of leave days, less any fees paid. The teacher shall return to his duties whenever his attendance in Court is not actually required.

4.34 Family Leave. The Board upon the written request of a teacher, shall grant a leave of absence for reasons of pregnancy or adoption, provided, that in the case of adoption a teacher shall coordinate the time of adoption to the extent practicable with the needs of the Board. The Board may require a teacher to submit substantiating evidence and may require a medical examination by a doctor satisfactory to it. The Board and the teacher shall agree on all of the terms of the leave prior to the granting of such leave, and in no event shall the Board be required to grant a leave for a period longer than that required to protect the physical or mental health of the teacher or of the child. The terms of a family leave shall not be substantially different than those established for teachers incurring a temporary disability nor shall it discriminate by reason of the sex or marital status of the teacher.

4.35 Meritorious Leave. The Board may grant a leave to any teacher on such terms as the Board and the teacher shall agree for meritorious reasons not otherwise provided herein. In determining whether to grant any such leave, the Board shall consider:

- A. The past performance of the teacher.
- B. The staffing needs and other requirements of the Board.
- C. The length of service of the teacher and the probability that the teacher will return to the service of the Board.
- D. The purpose or purposes of the leave.

4.36 Association Leave. Subject to the staffing requirements of the Board, officers or designated representatives of the Association shall be granted up to four (4) man-duty days to participate in area, regional and state activities in such business as is necessary to fulfill the functions of the Association. Not less than two (2) weeks notice shall be given the Board and it shall be reimbursed for all expenses incurred by it for substitutes employed to replace such teachers.

ARTICLE 5

ASSOCIATION RIGHTS AND RESPONSIBILITIES

5.1 Association Rights. The Association shall have, in addition to other rights expressly set forth herein or provided by law, the following rights:

5.11 Facilities and Equipment. The use of school buildings at reasonable hours for meetings, and the use of school equipment provided that it shall pay the reasonable cost of any required labor, materials, or supplies, and for any damage, and provided further, that such use shall not interfere with the primary educational use of such facilities or equipment.

5.12 Agency Shop.

5.121 Association Membership. Membership in the Association is not compulsory. Teachers have the right to join or not join, maintain or drop their membership in the Association, as they see fit. Neither party shall exert any pressure on nor discriminate against any teacher by reason of his joining or refusing to join the Association.

5.122 Financial Responsibility. Membership in the Association is separate and distinct from the assumption by a teacher of his equal obligation to compensate the Association for the benefits he receives from representation. The Association is required under this Agreement to represent all of the teachers in the bargaining unit fairly and equally without regard as to whether or not any teacher is a member of the Association. The terms of this Agreement have been equally made for all of the teachers in the bargaining unit and not solely for the benefit of the members of the Association. Accordingly, it is agreed that it is fair that each teacher in the bargaining unit pay equally for benefits received and that each assume his fair share of the cost of representation.

5.123 Agency Service Fee. Each teacher as a condition of continued employment shall authorize the deduction of membership dues or assessments of the Association from his salary, or if he shall not be a member of the Association, shall authorize the deduction of an agency service fee. The service fee shall be determined by the Association and shall be equivalent to each member's proportionate share of the cost of negotiating and administering the collective bargaining agreement but in no event shall it be more than dues paid by an Association member. If during the term of this Agreement it shall be determined by a Court of competent jurisdiction that the foregoing amount is unlawful, the amount shall be modified to such amount as shall be lawful. This provision shall not apply to teachers who were not members of the Association in the 1972-73 school year.

5.124 Check-Off Procedure. Each teacher shall authorize in writing the deduction of Association dues, or the agency service fee, as the case may be, within thirty (30) days following the beginning of the school year. Teacher authorizations for the deduction of Association dues, or for the payment of the agency service fee, shall identify the teacher, the amount of each deduction, the period for which deductions are to be made, and be signed by such teacher. The Board shall deduct the authorized amount due from each teacher's pay and transmit the total deductions to the Treasurer of the Association within fifteen (15) days following such deduction together with a listing of each teacher for whom deductions were made. The Board shall use its best efforts to make the aforesaid deductions in the manner set forth but assumes no responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment, the Association agrees to refund such monies within twenty (20) days.

5.125 Non-discrimination. The Association agrees that it will not discriminate against any teacher in the bargaining

unit by reason of sex, race, religion, marital status, age or national origin and that any teacher who has paid an agency service fee shall be entitled to participate in all of the activities of the Association relating to the negotiation and administration of the Collective Bargaining Agreement to the same extent as any other teacher.

5.126 Application and Indemnification. The parties recognize that at the time of the execution of this Agreement, there remains legal uncertainty concerning agency shop agreements. In the interpretation and the application of the provisions herein set forth, the Board shall not be required to discharge any teacher under the provisions hereof until the rights of such teacher shall have been determined nor shall the Board have the obligation to institute any litigation for the purpose of determining such rights. The Association assumes full responsibility for the validity and legality of the provisions herein set forth. The Association by the execution of this Agreement expressly agrees to indemnify and save the Board harmless from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of the provisions herein set forth or by reason of claims or demands made by the Association that a teacher be discharged because of the provisions herein set forth.

5.2 Association Responsibilities. The Association, having been recognized as the exclusive bargaining agent for the teachers, agrees that:

5.21 Coercive Action. It will make every reasonable effort not to permit or allow the teachers or any state or national association to cause any slow-downs, deviations from the teaching schedule, or other device, of any nature whatsoever, designed to be used as a means of coercing the Board to accept any demands or adjust any grievances relating to wages, hours, or other terms and conditions of employment.

5.22 Association Cooperation. It will in good faith cooperate with the Board in attempting to assure the prompt correction of breaches of professional performance or conduct by members of the Association including, but not limited to, the professional standards herein set forth.

ARTICLE 6

TEACHER RIGHTS AND RESPONSIBILITIES

6.1 Teacher Rights. Each teacher shall have, in addition to all other rights expressly set forth herein or provided by law, the following rights:

6.11 Evaluation. It shall be the responsibility of the Board to establish a procedure for the written evaluation of probationary teachers at least twice during each school year and of tenure teachers at least once during each school year. Such evaluation shall be conducted with full knowledge of the teacher being evaluated and a copy thereof shall be furnished to the teacher. The teacher shall have the right to attach a written statement to it. The Board may provide for such additional evaluations as it shall determine to be necessary for the proper conduct of the educational program.

6.12 Personnel Files. The Board shall cause an official personnel file to be maintained for each teacher. A teacher shall have the right upon reasonable prior request to review the contents of his personnel file, excluding confidential credentials and related personnel references, and shall have the right to have inserted in the personnel file a statement concerning any material therein.

6.2 Professional Standards.

6.21 Standards. The parties recognize that the certification of a teacher and his contractual agreement represents a continuing representation by the teacher that he is qualified to be entrusted with the responsibility for the education of students. Although the parties acknowledge the difficulty of completely and precisely defining the minimum acceptable professional standards for each teacher, it is recognized that they include at least the following:

6.211 General Competence. A teacher shall maintain such level of professional competence as may be required to adequately discharge his professional responsibilities.

6.212 Preparation for Professional Assignments. Adequate prior preparation for a professional assignment is essential. Such preparation includes the development of lesson plans, teaching aids or such other materials as may be necessary for the planning, preparation, presentation and review of the instruction to be presented by the teacher or as may be required in the absence of such teacher.

6.213 Performance of Professional Assignments. The success of a teacher is measured by the progress of each student toward the realization of his potential as a worthy and effective citizen. It is therefore the responsibility of a teacher to work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals. In fulfilling this obligation to the student, a teacher:

- A. Shall not without just cause restrain the student from independent action in his pursuit of learning, deny the student access to varying points of view nor deliberately suppress or distort subject matter for which the teacher bears responsibility, nor seek to impose upon the student his own opinions.
- B. Shall direct the instructional material to the assigned subject matter and not digress to matters which are not reasonably related.
- C. Shall maintain such order and discipline during the conduct of instruction as shall be necessary to provide a suitable learning environment.

6.214 Conferences. A teacher shall be reasonably available for consultation with students, parents, members of the professional staff and others.

6.215 Student Evaluation. Each student shall be fairly and impartially evaluated in accordance with guidelines established from time to time by the Board for the evaluation of students.

6.216 Rules and Regulations. The responsibility of a teacher for the enforcement of the rules and regulations of the District is not limited to the teacher's classroom. A teacher shall assist in the enforcement of such rules and regulations of the District as may be from time to time promulgated and shall comply with all applicable laws, regulations, policies and directives which are not contrary to law or to the terms of this Agreement.

6.217 Professional Conduct. A teacher shall avoid even the appearance of improper professional conduct. For such purpose a teacher:

- A. Shall refrain from the use of his professional relationship with students for private advantage.
- B. Shall maintain a professional demeanor in his relationship with students, parents, members of the professional staff and the Board.
- C. Shall report all outside employment to the Administration and shall refrain from holding

outside employment or engaging in activities which materially interfere with the performance of his professional assignments.

- D. Shall be present and prepared to perform professional assignments at the established time and place, except as the reason for such tardiness or absence could not have reasonably been anticipated or avoided, and shall promptly advise the Administration of tardiness or absence in accordance with such notification procedure as may be from time to time established by the Board.
- E. Shall take adequate precautions to distinguish between his personal views and those of the District and shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.
- F. Shall accept no gratuities, gifts or favors that might impair, or appear to impair, his professional judgment nor offer any favor, service or thing of value to obtain special advantage.
- G. Shall not knowingly withhold or misrepresent information concerning his professional qualifications and shall promptly notify the Administration of any physical or mental condition which may temporarily or permanently impair his ability to effectively discharge his professional responsibilities.

6.218 Safety of Students. A teacher shall make every reasonable effort to protect students from conditions harmful to learning, health, or safety. For such purpose, a teacher shall promptly notify the Administration of any defective condition in the physical facilities of the District which may reasonably cause injury to persons or property.

6.22 Sanctions. It is recognized that to some extent each teacher must find within his own conscience the touchstone against which to test the extent to which his actions should rise above minimum standards. However, because the failure of a teacher to maintain adequate professional standards violates his obligations to the students, places an unfair burden on other members of the professional staff, makes more difficult the achievement of the educational goals of the District and constitutes a breach of a

teacher's ethical and contractual obligations, the Board has an obligation to take appropriate corrective action. Such corrective action may include an oral or written reprimand, forfeiture of compensation or benefits, suspension, demotion or discharge. Any teacher who believes that he has been subject to an unjust reprimand or disciplinary action may file a grievance in accordance with the procedure herein set forth, except that such grievance procedure shall not apply to the failure of the Board to rehire a probationary teacher nor to any tenure proceeding instituted by the Administration.

ARTICLE 7

PROFESSIONAL ADVISORY COMMITTEE

7.1 Purpose. It is the objective of the parties:

- A. To improve the communications between the Board and the teachers, and
- B. To provide for appropriate participation by teachers in the development of recommendations for the consideration of the Board in all areas in which the teachers have a professional responsibility.

There is therefore established an advisory committee to be known as the "Professional Advisory Committee".

7.2 Committee Composition. The Association shall select an elementary teacher, a junior high school teacher and a high school teacher to serve as members of the Committee. The Board shall also appoint three (3) regular members, at least one of whom shall be a member of the Board. Additional representatives may participate on behalf of either party as resource persons and if the President of the Association or the Superintendent are not regular members, they shall be ex-officio members.

7.3 Rules and Procedures. The Committee shall establish its own rules and procedures provided that the Committee shall:

- A. Meet not less frequently than once each month during the school year, unless both parties shall otherwise agree.
- B. Designate a secretary, who need not be a member of the Committee. The Secretary shall prepare minutes for each meeting and shall furnish a copy of such minutes to each member.
- C. Designate a chairman, who need not be a member of the Committee. If the parties are unable to agree on a chairman, each party shall designate a chairman, which

chairmen shall preside at alternate meetings.

- D. Make recommendations to the Board in writing. If the recommendations of the Committee are not unanimous, any member of the Committee dissenting from the views of the Committee shall have the right to attach to the recommendation of the Committee, the recommendations of such member or members. Except as the Committee shall provide a longer time, the Board of Education shall make a determination in writing within eight (8) weeks from the receipt of the written recommendations.
- E. Members of the Committee shall participate in its proceedings as representatives of the entire community and without regard nor identification with the appointing party.
- F. The Committee may, from time to time, establish such sub-committees as it may deem appropriate provided that at least one member of the Advisory Committee shall be a member thereof.

7.4 Expenses. All reasonable expenses incurred by and with the approval of the Committee shall be paid by the Board, except the direct cost of the two (2) in-service programs which shall be shared equally by the Board and the Association. The Committee may designate one or more persons to prepare in-depth studies or reports and may recommend to the Board the payment of additional compensation to any teacher for professional services rendered in connection therewith.

ARTICLE 8

CONTRACT ADMINISTRATION

8.1 Definitions and Interpretation.

8.11 Definitions. Except as otherwise expressly provided in this Agreement, the words and phrases hereinafter set forth shall have the following meaning:

8.111 Day shall mean a calendar day.

8.112 Period shall mean a unit of instruction, recess or other unit established by the Board for the division of the school day.

8.113 Teacher shall mean all K-12 certified teachers employed for the regular school year, excluding substitute teachers, the guidance director, evening and summer school teachers, nurses, and administrative and clerical personnel. Reference to male teachers shall include female teachers.

8.114 Part-time Teacher means a teacher regularly employed for less than full work week or a full work day. The fringe benefits and leave of a part-time teacher shall be substantially proportionate to the number of hours employed per week.

8.115 Special Teachers means librarians, speech therapists, art and music teachers, and physical education instructors.

8.12 Interpretation. Captions are included only for convenience of reference and shall not modify in any way the language herein. The parties recognize that except as specifically limited or abrogated by the terms and provisions of this Agreement and to the extent authorized by law, all rights to manage and direct the operations and activities of the School District are vested solely and exclusively in the Board and this Agreement shall be so applied and interpreted.

8.2 Grievance Procedure. A party or teacher having a grievance concerning the interpretation or application of this Agreement which has not been satisfactorily resolved by the normal administrative procedures, may file a written grievance (Exhibit "A"); provided that a teacher with a problem shall first discuss the matter with his building principal with the objective of resolving the matter informally. Such discussion shall take place within five (5) work days after the occurrence of the alleged grievance.

8.21 Level One. The grievance shall be filed within fifteen (15) days of the event, or the administrative decision, whichever is later. A written reply shall be filed within fifteen (15) days from receipt.

8.22 Level Two. If the reply is not satisfactory, the aggrieved party may within five (5) days of receipt request a conference. It shall be held within fifteen (15) days and a representative of both parties shall be present. A teacher may in writing waive attendance at the conference and shall have the right to have an individual representative present. The party against whom the grievance is filed shall file a written reply with each party at the conference within fifteen (15) days after the completion of the conference.

8.23 Level Three. If the written reply is not satisfactory, the aggrieved party may request advisory arbitration. If the parties are unable to agree on a mutually acceptable arbitrator, he shall be selected by the American Arbitration Association and the arbitration shall be conducted in accordance with the rules of such association provided that the arbitrator shall have no power to alter, add to or subtract from the terms of this agreement. The fees and expenses of the arbitrator shall be shared equally by the parties unless the arbitrator shall otherwise decide.

8.24 General Procedure. All greivances shall be in the form set forth in Exhibit "A". All teacher grievances, except grievances against the Association, shall separately state the position of the Association.

8.25 Tenure Proceedings. The provisions herein contained shall not apply to the discharge of a probationary teacher or to any teacher tenure proceedings commenced by the Administration.

8.3 Notice. Any notice given pursuant to this Agreement shall be deemed to have been received three (3) days following its deposit in the United States mail, postage prepaid, when addressed as follows:

8.31 Office of the Superintendent
Martin Public Schools
Martin, Michigan 49070

8.32 President, Martin Education Association
Martin Public Schools
Martin, Michigan 49070

8.33 Teacher Address: As set forth on the records of the Board

or such other address as shall hereafter be furnished in writing.

8.4 Scope. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of the aforesaid right and opportunity are set forth in this Agreement. The Board and the Association for the life of this Agreement therefore each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they initiated or signed the Agreement.

8.5 Distribution. Copies of this Agreement shall be duplicated at the expense of the Board and shall be given to each teacher.

8.6 Term. This Agreement shall commence as of July 1, 1974, and shall continue in full force and effect until June 30, 1975.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of _____, 1974.

WITNESSES:

EMPLOYER:

MARTIN PUBLIC SCHOOL DISTRICT

By _____

Its _____

By _____

Its _____

ASSOCIATION:

By _____

Its _____

By _____

Its _____

MARTIN PUBLIC SCHOOLS

SCHEDULE "A"

1974-75 SALARY

<u>Step</u>	<u>Bachelor's Degree</u>	<u>Permanent Certificate</u>	<u>Master's Degree</u>
I	\$ 8285		\$ 8805
II	8635		9155
III	8984		9504
IV	9335	\$ 9485	9854
V	9683	9833	10203
VI	10032	10182	10552
VII	10382	10532	10902
VIII		10881	11254
IX		11231	11603
X		11580	11953
XI		11930	12303
XII		12279	12651
XIII		12628	13002

MARTIN PUBLIC SCHOOLS

SCHEDULE "B"

STUDENT ACTIVITIES

A. Student Activities - Athletic.

<u>Coaching Position</u>	<u>Compensation</u>
Football Varsity Coach	\$ 1,000
Football Assistant Coach	750
Freshman Coach	700
Junior High Coach	700
Basketball, Boys Varsity	\$ 1,400
Basketball, Second Team	1,000
Basketball, Freshmen	900
Basketball, 7th Grade	500
Basketball, 8th Grade	500
Basketball, Girls Varsity	\$ 900
Second Team	700
Junior High	700
Baseball, Varsity Coach	\$ 700
Freshman Baseball	500
Girls Softball Coach	\$ 500
Track Coach, Boys	\$ 750
Track Coach, Girls	750
Cross Country	\$ 500
Golf	700
Volleyball	\$ 500
Cheerleader Advisor - Varsity	\$ 250
Cheerleader Advisor - Junior High	100

B. Student Activities - Non-Athletic.

<u>Position</u>	<u>Compensation</u>
Seventh Grade Advisor	\$ 50
Eighth Grade Advisor	50

<u>Position</u>	<u>Compensation</u>
Ninth Grade Advisor	\$ 50
Tenth Grade Advisor	75
Eleventh Grade Advisor	125
Twelfth Grade Advisor	125
Play Director (Per 3 act play, or its equivalent)	150
Year Book Advisor	175

C. Administration.

1. The Band Director shall be compensated in such amount as the Director and the Board shall mutually agree.
2. A teacher shall submit to the Board for its approval as soon as practicable after receiving an activity assignment a written statement setting forth:
 - a. The goals to be achieved by the activity.
 - b. The general method to be used in the achievement of such goals.

Upon the completion of the assignment, each teacher shall submit a written statement to the Board setting forth the extent to which the goals were achieved together with any relevant comments concerning:

- a. The extent of student participation in the activity and the anticipated student interest for the following school year.
- b. The cost of the activity together with a preliminary budget for the next school year.
- c. The elimination or modification of the activity or suggested alternatives for the activity.
- d. The revision or modification of the goals to be achieved by the activity.
- e. Any suggested modifications in the job description and the approximate time involved.
- f. Any recommendations or requests for changes in physical facilities, scheduling, or personnel.
- g. Such additional comments as may be relevant to maintain and improve the quality of the educational program.

3. If more than one teacher handles a single assignment, the compensation shall be divided by agreement between the teachers prior to the commencement of the activity so that the total compensation shall not exceed the amount allotted to such assignment.
4. Compensation for athletic activities shall be paid as the assignment is being performed. Compensation for non-athletic activities shall be paid when the assignment has been completed.

MARTIN PUBLIC SCHOOLS

SCHEDULE "C"

HOSPITAL AND MEDICAL INSURANCE

1. Each teacher shall have the right to select one (1) of the following plans, namely:

PLAN A: The Board agrees to contribute to MESSA Super-Med Insurance without options as follows:

<u>Insured</u>	<u>Premium Contribution Per Month</u>
Teacher	\$18.96
Teacher and Spouse	39.50
Teacher and Children	32.10
Teacher, Spouse and Children	45.45

PLAN B: The Board will contribute to each teacher not electing nor having a spouse electing Plan "A" a sum not to exceed Eighteen and 96/100 (\$18.96) Dollars per month for the purchase of one or more of the following MESSA insurance benefits:

- a. Short term disability insurance;
- b. Hospital confinement indemnity insurance;
- c. Long term disability income insurance;
- d. Additional term life insurance;
- e. Survivor income insurance;
- f. Dependent life insurance.

2. The Board shall have the right to select the insurance carrier. The carrier selected by the Board for the current contract is MESSA.

3. If a teacher shall not complete the contract year, the Board's obligation to contribute insurance premiums shall terminate at the end of the calendar month in which the obligation of the Board to pay compensation to the teacher expired.

EXHIBIT "A"

GRIEVANCE REPORT

Martin Public Schools

Building _____ Assignment _____

Name of Grievant _____ Date Filed _____

STEP 1

WRITTEN GRIEVANCE

A. Date grievance occurred _____

B. Statement of Grievance and Relief Sought _____

Signature _____

Date Filed _____

STEP 2

CONFERENCE REQUEST

A. Date Request Filed _____

B. Date Received _____

C. Restatement of greivance and relief sought _____

D. I (Do) (Do Not) wish to personally attend the conference.

E. I wish to have a representative present Yes _____ No _____

F. Name of Representative _____

G. Restatement of Association Position _____

H. Date(s) Conference Held _____

STEP 3

ARBITRATION

A. Date Request Filed _____

B. Date Received _____

C. Restatement of Grievance or Relief Sought _____

D. Date(s) Arbitration Held _____

E. Persons Present _____

F. Date of Decision _____

G. Disposition _____