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Michigan Education Association

MENOMINEE AREA PUBLIC SCHOOLS
MENOMINEE, MICHIGAN

1967 - 68

MASTER AGREEMENT
between the
BOARD OF EDUCATION
and the
MENOMINEE CITY DISTRICT
EDUCATION ASSOCIATION

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AGREEMENT BETWEEN THE BOARD OF EDUCATION
OF THE MENOMINEE AREA PUBLIC SCHOOLS AND THE
MENOMINEE CITY DISTRICT EDUCATION ASSOCIATION

This Agreement entered into this 27th day of September, 1967, by and between the Board of Education of Menominee Area Public Schools, hereafter called the Board and the Menominee City District Education Association, hereafter called the Association.

ARTICLE I

PREAMBLE

WHEREAS, The Board and the Association recognize and declare that providing a quality education for the children of this school district is their mutual aim, and that the character of such education depends largely upon the quality, integrity, ethics, and morale of both parties, and,

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

WHEREAS, Public Law 379 authorizes public employees and public employers to enter into collective negotiation agreements concerning rates of pay, wages, hours of employment and other conditions of employment of such public employees, and

WHEREAS, the Board and the Association desire to incorporate such understandings into a written collective negotiation agreement in the belief that such action is in the best interest of the residents of the Menominee Area Public School system, the students attending the schools therein, and the teachers represented by the Association.

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

ARTICLE II
RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative for all certificated personnel under contract or to be employed under contract by the District, excluding: Superintendent, Assistant Superintendent, Principals, Assistant Principals, Business Manager, Director of School and Community Relations, Director of Vocational Education, and supervisors within the meaning of the PERA. The term "Teacher," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teacher's organization other than the Association until June 30, 1968.

ARTICLE III
TEACHERS' RIGHTS AND RESPONSIBILITIES

A. Pursuant to Act 379, Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for their mutual aid and protection. As a duly elected body exercising governmental powers under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379, or other laws of Michigan or the constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to restrict to any teacher any rights he may have under the Michigan General School Laws, or the Constitution of Michigan, or the Constitution of the United States, as they pertain to educational activities related directly to the teacher's employment with the District.

C. The Association shall be provided adequate bulletin board space in the teacher's lounge in each building for the posting of notices and other material relating to the official business of the Association. The Association building representative shall be responsible for the posting of such material and the content thereof.

D. Representatives of the Association shall be permitted to visit school premises for the purpose of investigating and processing grievances, or as a consultant of the Association provided they do not interfere with classroom activities. Any such representative desiring to visit the school premises shall first notify the superintendent or his representative.

E. Typing, calculating, duplicating and audio-visual equipment will be made available to the Association for the purpose of producing notices, announcements, and other such items of an official and professional nature. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

F. The Association shall continue to have the right to use the District courier service and place materials relating to the official business of the Association in teacher's mailboxes. The Association building representative shall be responsible for the placing of such material and the content thereof.

G. The Board agrees to furnish to the Association in response to reasonable written requests to the superintendent from time to time available information concerning the financial resources of the district, including register of certificated personnel, and such other available information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance.

ARTICLE IV

DEDUCTIONS FOR PROFESSIONAL DUES

A. Teachers may at any time sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the N. E. A. and the M. E. A.)

B. The deduction of membership dues shall be made from one regular pay check each month, for ten (10) months, beginning in September and ending in June of each year and the Board agrees promptly to remit to the local and state Association which shall include N. E. A. dues, all monies so deducted.

ARTICLE V

BOARD RIGHTS

A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan, and of the United States.

The exercise of its powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement 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 are in conformance with the constitution and laws of the State of Michigan and the constitution and laws of the United States.

ARTICLE VI

PROFESSIONAL COMPENSATION

- A. The basic salaries of the teachers in the district are set forth in Schedule "A" which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the life of this Agreement. The Board agrees that it will not give credit for other than teaching experience to new employees being placed on the salary schedule.
- B. Credit will be given for each full semester taught. This change will not result in retroactive back pay.
- C. Adjustment on the salary schedule for a teacher who earns an advanced degree will be made at the beginning of the next semester following confirmation of the degree.
- D. Teachers' salaries will be paid in semi-monthly installments. However, any teacher who wishes to draw the salary payable during the summer months may have said salary paid in one sum at the end of the regular school year. Thirty days notice will be given, except in the case of a recognized emergency, before the full sum payment is made.
- E. Teachers involved in extra duty assignments set forth in Schedule B-1 and Schedule B-2, which are attached to and incorporated in this Agreement shall be compensated in accordance with the provisions thereof. To receive the full compensation in Schedules B-1 and B-2, the person must fulfill the full duty required under the appointment. For less than full duty, the compensation will be pro-rated.

F. Teachers required by the administration in the course of their work to drive personal automobiles from one school building to another shall receive the following car allowance per year:

Elementary Art Consultant	\$175.00
Elementary Music Consultant	\$175.00
Speech Correctionist	\$525.00
Elementary Library	\$175.00
Co-op Coordinator	\$125.00

G. The school calendar shall be based on 180 days of student instruction, details to be worked out between the administration and the Association. (Schedule "C")

H. Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board agrees to furnish to all teachers the following insurance protection:

The Board shall provide one-half of the cost of comprehensive hospitalization, medical and surgical protection to the teacher. This amount not to exceed \$60.00.

ARTICLE VII

TEACHING CONDITIONS

A. The Board will continue to strive to meet its goal of twenty-five to thirty students per academic class in the elementary schools.

B. The Board will continue to strive to meet the standards of the North Central Association in the junior and senior high schools, as follows:

1. The ratio of pupils to teachers and other professional staff members of the school shall not exceed twenty-seven to one. Only a staff member's time actually devoted to duties in the schools may be counted in determining the pupil-teacher ratio.
2. Except in certain activity type classes such as typewriting, physical education, and music, the total average pupil load for teachers within a department shall not exceed 170 pupils per day for the long period, nor 180 pupils per day for the short period day. Where a number of staff members are involved in a cooperative teaching project, the amount of each person's involved time should be counted in computing the individual teacher's load.

C. The Board shall make available, wherever possible, in each school adequate lunchroom, and restroom facilities exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted.

D. Telephone facilities shall be made available to teachers for their reasonable use.

E. Upon request of the Association, vending machines shall be installed in the teacher's lounge and lunchroom area. The proceeds from all such machines shall be placed in a student scholarship fund created for that purpose.

F. Adequate parking facilities shall be made available to teachers for their exclusive use when possible.

ARTICLE VIII

TEACHING HOURS

- A. On Fridays or on days preceding holidays or vacations, the teacher's day shall end at the close of the pupil's day.
- B. Faculty meetings: not more than one faculty meeting will be held per month outside of established school hours. Any meetings in excess of one per month outside of school hours will be on a voluntary basis.
- C. The normal weekly teaching load in the junior and senior high schools will be twenty-five teaching periods and five unassigned preparation periods. In addition, five hours of supervised study periods or further preparation periods may be assigned.
- D. The normal weekly teaching load in the elementary schools shall not exceed five and one-half hours of pupil contact per day. Elementary teachers will be provided a 15-minute relief time per day. Teachers of music, art, laboratory science, physical education, shall have at least one such period per day.
- E. The regular teaching hours in the junior and senior high schools shall be as follows:
1. Teachers shall not be required to report for work before 8:00 a.m.
 2. Class shall begin at 8:10 a.m.
 3. Classes shall be dismissed at 3:30 p.m.
 4. Teachers will not be required to remain after 3:45 p.m.

F. The regular teaching hours in the elementary schools shall be as follows:

1. Teachers shall not be required to report for work before 8:15 a.m.
2. Classes shall begin at 9:00 a.m.
3. Classes shall be dismissed no later than 3:30 p.m.
4. Teachers will not be required to remain after 3:45 p.m.

G. All teachers shall be entitled to a duty-free uninterrupted lunch period equivalent to a regular noon lunch period; in no event less than thirty-five minutes.

H. Teachers of academic courses (not to include machine and printing shop) who are assigned more than five classes shall be compensated at the rate of twenty percent of his base salary, as set forth in Schedule "A."

I. A teacher's attendance and/or participation in PTA meetings, open houses, concerts, plays, Christmas programs, athletic events, graduation events, and similar school activities is encouraged as a professional responsibility.

ARTICLE IX

QUALIFICATIONS AND ASSIGNMENTS

- A. The Board shall hire only degree certified personnel except temporarily and for good cause.
- B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major field of study and the Association shall be notified in each instance.

ARTICLE X

SPECIAL TEACHING ASSIGNMENTS

A. In the event the Board determines to maintain a summer school program, an adult education program, or a driver education program, the Board agrees to give preference to regularly employed teachers in the district who are qualified for the available positions in the programs and who have notified the superintendent of their desire to teach in such programs. Whenever two or more teachers apply for a teaching position in one of the programs and in the opinion of the superintendent their qualifications are relatively equal, then length of service in the district shall be the determining factor.

ARTICLE XI

DEPARTMENT CHAIRMEN

A. The principals of the senior and junior high schools may select among their departmental staffs a department chairman. Interest, ability, experience, length of service, and other good qualities will be considered by the principals in making the selection. The departmental chairman shall be assigned duties as determined by the administration. Such chairman shall not be considered as a supervisory employee.

ARTICLE XII

VACANCIES, PROMOTIONS AND TRANSFERS

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

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

C. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building during the school year. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least five days.

D. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of applicants, the length of time each has been in the school system of the district, and other relevant factors. An applicant with less service in the system shall not be awarded such position unless his qualifications therefor shall be superior to applicants with greater service. The Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels. "Service" in the system, for purposes of this article, shall mean continuous employment in a school of the district, including substitute service, irrespective of tenure status, but shall exclude all periods when the teacher was on leave of absence for any cause.

E. The parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible. The superintendent shall notify the teacher of the reason for such transfer in writing.

Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to regain such rights as he may have had under this agreement prior to such transfer to supervisory or executive status.

F. All teachers shall be given written notice of their field of instruction in the secondary school and their grade assignment in the elementary schools for the forthcoming school year, no later than the preceding 15th day of June. In the event that changes in such fields are required, all teachers affected shall be notified promptly and consulted. If changes in the teacher's field are necessary after July 31st, the teacher may be allowed to terminate his employment without jeopardizing his certification.

ARTICLE XIII

TEACHER EVALUATION AND PROFESSIONAL BEHAVIOR

- A. The evaluation of the work of all teachers is a responsibility of the administration. No substitute teacher nor student teacher will make an evaluation that can be included in the teacher's personnel file.
- B. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- C. All communications, including evaluations by Menominee Area Public School administrators, commendations, and validated complaints directed toward teachers which are included in the personnel file, shall be called to the teacher's attention at the time of inclusion.
- D. Each teacher shall have the right, upon request, to review the contents of his own personnel file. A representative of the Association may be requested to accompany the teacher in such review. In the event a teacher feels that any materials in the file is improper, the teacher may submit his own statement concerning the matter. Privileged information, such as confidential credentials and related personal references normally requested at the time of employment are specifically exempted from review. The administrators shall, in the presence of the teachers and authorized representative, remove these credentials and confidential reports from the file prior to a review of the file by the teacher.
- E. The Board will agree that a teacher is entitled to have present a representative of the Association when he is being reprimanded, warned, or disciplined, for any infraction of discipline or delinquency in his 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, but in no event may the teacher delay the conference more than twelve hours.

F. In the event that a teacher is not to be hired for the following year, he shall be notified in writing before February 15th, if such action is then contemplated by the Board. This is intended to afford an opportunity for the teacher to remedy the situation by taking appropriate corrective measures before final action is taken by the Board.

ARTICLE XIV

LEAVE PAY

A. Absence in case of personal illness

1. Any employee absent from duty on account of personal illness shall be paid his full salary not to exceed ten school days during any one school year, excepting when additional sick days have been accumulated in that employee's sick bank.
2. Unused sick leave may accumulate to one hundred days. One sick leave day shall automatically be added to each employee's sick leave bank upon completion of one school month of employment by the employee.
3. A summary of each employee's sick leave accumulation and expenditure shall be prepared as of June 30th of each fiscal year. All adjustments shall be made at this time, and same is to be noted on the reverse side of the teacher's contract.
4. The Board of Menominee Area Public Schools reserves the right to require further proof of personal injury or sickness.
5. A regular teacher who does not teach the full school year shall have the ten days pro-rated.
6. Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law, shall receive no subtraction of sick leave while he is receiving benefits under the compensation law.

B. Absence for death in the family

1. Absence without loss of salary may be allowed (not to exceed four school days) upon the death of a spouse, parent, and parent-in-law, sister, brother, child, or grandparent, within the employee's immediate family.

C. Absence to attend educational conference or
classroom visitation

1. Employees authorized by the Board's representatives to visit other schools, to attend educational conferences or to attend other meetings vital to the interest of the Menominee Area Public Schools shall have no deduction of salary for the period of such attendance.

ARTICLE XV

UNPAID LEAVES OF ABSENCE

A. A leave of absence of up to two (2) years shall be granted to any teacher, upon application, for the purpose of participating in the Peace Corps, as a full-time participant in such program; provided said teacher states his intention to return to the school system. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.

B. A leave of absence of up to two (2) years may be granted to any teacher upon application for the purpose of participating in any foreign or military teaching program, as a full-time participant in such program; provided said teacher states his intention to return to the school system. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.

C. 1. Military leaves of absence shall be granted for teachers who are inducted or enlist for one (1) period of enlistment for military duty in any branch of the Armed Forces of the United States.

2. Teachers on military leave shall be given the benefit of any salary increments which would have been credited to them had they remained in active service in the district, and shall be reinstated upon completion of such service in accordance with Act 145, Public Acts of 1943, and with sick leave held at the start of the leave.

D. A leave of absence shall be granted to any teacher upon application for the purpose of serving in an elective public office for a period up to two (2) years. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the system during such period.

E. Maternity Leave

1. A maternity leave without pay or fringe benefits may be granted for a period of one (1) year. The employee requesting such leave should file her request in writing five (5) months before the expected birth of the child. When the employee can furnish a physician's statement certifying her fitness to perform her tasks, she shall be allowed to continue her position until the beginning of the twenty-second (22nd) week prior to the expected birth of the child.
2. Eligibility for a maternity leave of absence requires a minimum of two (2) years continuous employment by the school district immediately prior to such leave of absence.
3. A further extension of a maternity leave of absence or a second leave of absence may be granted at the will of the Board of Education upon the recommendation of the superintendent of schools.
4. While an employee is granted a maternity leave of absence, she shall retain the following employment rights held by her before such leave was granted:
 - a. The same position on the salary schedule as held when the leave was granted.
 - b. Unused sick leave as held at the start of the leave of absence.
5. An employee on a leave of absence must give written notice to the superintendent of schools by April 1st of the year the leave expires of her intention to return or resign unless an extension of leave or a new leave has been granted. Failure to furnish such written notice shall constitute a notice of resignation.

6. Re-employment during the school year shall be at the discretion of the Board, and re-employment for the beginning of the new school year shall be dependent upon an opening on the staff for which the employee is qualified. In the event there is no opening, the teacher shall be given priority for substitute work if she so desires.

F. Other leaves

1. When an employee is to be absent for reasons other than those disclosed in previous sections, the Representative of the Board will give the request special consideration upon receipt of a written statement from the employee.
2. Should request be approved by the Representative of the Board, the employee may have his substitute's salary deducted from his salary. The employee may receive the remainder of his daily salary wage.

G. Absence to attend educational conference or classroom visitation

1. Employees authorized by the Board's representatives to visit other schools, to attend educational conferences or to attend other meetings vital to the interest of the Menominee Area Public Schools shall have no deduction of salary for the period of such service.

Absence for M. E. A. Conference

2. Authorized officials of the Association shall be allowed paid released time to attend such conferences held by affiliates of the Association as are deemed necessary by the Association in the pursuit of professional advancement. The total number of such days allotted to the Association shall not exceed ten days and must be taken as whole days.

H.

Jury Duty

1. A leave of absence shall be granted a teacher who is summoned and reports for jury service provided that the Board shall only be obligated to pay an amount equal to the difference between the teacher's salary as computed on a daily basis as set forth in Appendix A of this Agreement and the daily jury duty fee paid by the court for each day on which he report for or performs jury duty and on which he otherwise would have been scheduled to work; and provided further that the Board shall only be obligated to pay said difference when the teacher cooperates with the administration in seeking to be excused from such service.

I.

Business Leave

1. A teacher may use two days per year of his sick leave for business days. The representative of the Board shall determine by previous arrangement the validity of this leave.

ARTICLE XVI

SABBATICAL LEAVE

Section 1. Definition: Sabbatical leave shall be interpreted as leave from active duty granted to any teacher after seven consecutive years of professional service in the district schools for the purpose of improving instruction in the district schools. Military leaves or government leaves shall not be interpreted as interrupted service. Sabbatical leave may be granted for one year or for such portion of the year as may be recommended by the superintendent and approved by the Board.

Section 2. Qualifications: An application for Sabbatical Leave of Absence may be filed with the superintendent provided the following conditions are fulfilled:

- a. The applicant possesses a Michigan Life or Permanent Certificate.
- b. The applicant has been employed by the Board as a teacher for at least seven consecutive years.
- c. The applicant has not been granted Sabbatical Leave of Absence from the Board of Education during the seven consecutive years of service immediately preceding current application.
- d. The applicant signs an agreement to return to service with the Board of Education immediately upon termination of Sabbatical Leave and continue in such service for a period of one year in the event of a semester's leave, or two (2) full years in the event of a full year's leave, or to refund any compensation received from the Board while on leave except as the Board shall, by special action, waive such obligation.

Section 3. Application:

- a. Application for Sabbatical Leave of Absence must be filed in the offices of the superintendent not later than March 1, or October 1, preceding the semester when it is desired that the leave become effective.
- b. An applicant for Sabbatical Leave of Absence shall file with the application form, an outlined program for the period requested for Sabbatical Leave. This plan shall be indicated on an attached statement and should include details of work to be pursued.
- c. In determining his recommendations on requests for Sabbatical Leave, the superintendent will consider the following items:
 1. The extent of the applicants professional study, growth, contributions, and successful service during the preceding seven years.
 2. The extent to which plans submitted for use of time while on leave are definite and educationally constructive.
 3. Length of period of uninterrupted service in the schools.
 4. Reasonable and equitable distribution of applicants among the different levels and departments in the system.
 5. Order in which applications are received.
 6. Not more than one percent of instructional employees may be granted leave in any one year.
 7. Availability of qualified replacement.
 8. Availability of financial resources of the district.

- d. In considering applications for Sabbatical Leave preference shall be given to those qualified applicants who have not previously been granted such leave. Whenever, in the opinion of the superintendent, the qualifications of two or more applicants for Sabbatical Leave are relatively equal, length of service in the district shall be the deciding factor.

Section 4. Purposes of Sabbatical Leave:

Leave granted for professional study, research, for work on publications, for travel, or for travel combined with study, or for any other reasons which, in the opinion of the superintendent, will improve instruction in the schools or will improve the efficiency of an employee, shall be considered consistent with the purposes of Sabbatical Leave.

Section 5. Status while on Sabbatical Leave:

- a. A teacher on Sabbatical Leave shall be considered to be in the employ of the Board and shall have a contract. However, the Board shall not be held liable for death or injury sustained by any teacher while on Sabbatical Leave.
- b. He shall be entitled to participate in any benefits that may be provided for by rules and regulations of the Board.
- c. The employee granted Sabbatical Leave shall not engage in unapproved remunerative work while on leave. Scholarships and fellowships in approved colleges and universities which do not interfere with the program of professional improvement are excepted. If other remunerative work is desired by the employee on leave, arrangements satisfactory to the superintendent shall be made.

Section 6. Status on Return from Sabbatical Leave:

A teacher, upon return from Sabbatical Leave shall enjoy the following privileges and benefits:

- a. Be restored to his former teaching position, or to a position of like nature, status and pay.
- b. Be allowed credit toward retirement for time spent on Sabbatical Leave, in accordance with rules and regulations established by the Commission in control of employee's retirement system of the State of Michigan.

Section 7. Reports:

An interim report shall be filed in the office of the superintendent at the midpoint of the period for which the leave is taken. Upon return from Sabbatical Leave, a report must be submitted to the superintendent containing transcripts of all college or university work completed while on leave, and/or all other items of information pertinent to the evaluation of the program. The final report shall be due the first day of the month following the applicant's return to service with the Board.

Section 8. Salary Provisions:

The professional employee on leave shall receive as compensation during the period of absence from regular duties, one-half of his regularly scheduled salary that he would have received during the leave period.

ARTICLE XVII

SUPERVISING TEACHER--STUDENT TEACHER

- A. The Menominee City District Association offers its full support of the Student Teaching Program and will attempt, upon request from the proper official, to aid in implementation or in finding solutions to any unanticipated problems connected with this program.
- B. Policies established by Northern Michigan University, unless they are in conflict with terms of the Master Agreement between the Board and the Association, or Board policy, shall be followed in the implementation of the Student Teaching Program.
- C. It is recommended that the coordinator of the student teaching program immediately implement the specific responsibility listed as number one, page two, contained in the statement of responsibilities of student teaching personnel to insure a more successful implementation of the program in Menominee Area Public Schools.
- D. If there should be a conflict of personalities between supervising teacher and student teacher, the supervising teacher, through the superintendent, may recommend to Northern Michigan University that the student teacher be transferred. Such a recommendation through the superintendent shall in no way be used in adverse evaluation of the supervising teacher as a classroom teacher.
- E. Declining either a request or recommendation to the position of supervisory teacher will not result in adverse evaluation of said teacher.

F. The critic teacher may not be used as a substitute teacher.

G. It is recommended that each student teacher carry an adequate amount of liability insurance.

H. The supervising teacher shall be paid, in addition to his or her contractual salary, the sum of \$75.00 per student teacher under his or her supervision for each eight-week period.

ARTICLE XVIII

STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. Since the teacher's authority and effectiveness in his classroom are undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance and control of discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to provide special services.
- B. A teacher may exclude a pupil from class during any class period when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident.
- C. The parties recognize that special attention should be given, where possible, to any class containing a child identified by valid criteria as a serious behavior problem or special physical, mental or emotional problems. The administration will consider reduction of class size as one method of handling such situation, but not the exclusive method.

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

E. If any teacher is complained against or sued for reason of disciplinary action taken by the teacher in accordance with Board and Administrative Policy, against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense. Time lost in connection with any incident covered by this section, will not be charged against the teacher's sick leave bank.

F. If, in the performance of regular or assigned teaching duties, a teacher, without negligence on his part, shall suffer loss of or damage to his clothing or other personal property, to the extent of ten dollars, but not more than one hundred dollars, in any school year, the Board shall make reimbursement provided that this section shall not apply to loss of money or damage to a teacher's automobile.

ARTICLE XIX

REDUCTIONS IN PERSONNEL

A. The school district requires retirement of teachers at age sixty-five. After age sixty-five, a teacher may be employed by the Board on an annual non-tenure basis.

ARTICLE XX

CONTINUITY OF OPERATIONS

A. In cases of severe and inclement weather, teachers will be expected to report unless they are prevented from doing so by hazardous road conditions. No teacher shall suffer diminution of pay for inability to report under such circumstances.

ARTICLE XXI
GRIEVANCE PROCEDURE

A. Definition of a Grievance

A grievance is a matter involving the violation of a specific article or section of this Agreement, or a violation of any rule or regulation of the Board dealing with wages, hours or working conditions.

B. Purpose of Grievance Procedure

The purpose of the grievance procedure is to secure fair and equitable solutions to the problems of the aggrieved party as promptly as possible.

To assure fairness to both parties, the grievance procedure should keep to the reasonable time limits suggested for each level of appeal as a maximum. Time limits may be extended by mutual consent. Every effort should be made by both sides to expedite the process.

If a grievance is filed on or after May 15th, the time limits shall be reduced in order to affect a solution prior to the end of the school year or as soon thereafter as practicable.

C. Grievance Records

Grievance records shall be kept separate from other personnel records. These records shall be made available to the grievant and/or his professional organization representative when needed.

D. The Grievance Process

1. Level one:

A teacher with a grievance may discuss it with his immediate supervisor or principal together with his Association representative, if requested. However, no grievance shall be adjusted without prior notification to the Association and no adjustment shall be made which is inconsistent with the terms of this Agreement.

2. Level Two:

- a. In the event the aggrieved person is not satisfied with the disposition of his grievance at Level One or if no decision has been rendered within five (5) days after presentation of the grievance, he may file the grievance in writing with the Association's PR&R Board. The Association representative will assist in writing the grievance. The grievance shall specify the facts giving rise to the grievance, the article and section of the Agreement allegedly violated or the Board rule allegedly violated, and the relief requested.
- b. Within five (5) days of receipt of the grievance the PR&R Board shall decide whether or not a legitimate grievance exists. If the PR&R Board decides that no grievance exists and so notifies the claimant, the teacher may continue to process his claim without Association support through Level Two. If the PR&R Board decides there is a legitimate grievance, it may immediately process the claim with the superintendent of schools. Within ten (10) days from the receipt of the grievance by the superintendent he shall render a decision as to the solution.

3. Level Three:

- a. In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) days from the date of receipt of grievance by the superintendent, he may refer the grievance through the PR&R Board to the Board of Education. Within twenty (20) days from the receipt of the grievance by the Board or two (2) days after the next Board meeting, the Board shall render a decision as to the solution.

4. Level Four:

- a. In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within twenty (20) days from the date of receipt of grievance by the Board, he may refer the grievance to mediation under Act 379, Public Acts of 1965.

E. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

A. 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 Agreement, to be executed by the parties. If an individual contract contains any language or salary inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

B. This Agreement shall supercede any rules, regulations or practices of the Board 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.

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

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

ARTICLE XXIII

NEGOTIATION PROCEDURES

A. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association, and the Board of Education, 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.

B. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

This section shall not be construed as prohibiting the parties, upon mutual consent, from negotiating upon items of mutual concern. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

C. Since it is necessary that the Board make budgeting plans before April 1st, the Association agrees to make every reasonable effort to submit all proposals concerning negotiations for the following year in writing to the Board before March 1, 1968. The Board will make every reasonable effort to submit in writing all its proposals before April 1, 1968, at which time negotiations shall commence.

ARTICLE XXIV

DURATION OF AGREEMENT

This Agreement shall be effective as of September 27, 1967 and shall continue in effect until the 30th day of June, 1968. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

By: _____
Its President

By: _____
Its President

By: _____
Its Secretary

By: _____
Its Secretary

EXTRA-CURRICULAR PAY SCHEDULE, B-1
(includes pre-season)

Athletic Director	\$900.00
Football Head Coach	900.00
Assistant Coaches	500.00 each
Basketball Head Coach	900.00
High School Assistants	500.00
Junior High Coach	150.00
Cross Country Coach	150.00
Track Head Coach	300.00
Assistant Track Coach	200.00
Tennis Coach	150.00
Golf Coach	150.00
Rifle Club Advisors	150.00
Scouting -per game-	10.00
Statistician -per game-	4.00
Taking Tickets -per game-	4.00

EXTRA-CURRICULAR PAY SCHEDULE B-2

Audio-Visual Director	\$350.00
Department Head -per teacher-	28.00
Debate & Forensics	400.00
Stage Production -per play-	200.00
Maroon News	250.00
Yearbook	275.00
Stage Manager	200.00
Class & Club Advisor -per meeting-	3.00
Chaperone -per event-	4.00
Pep Band	400.00
Driver Education Director	600.00
Day Trade Printing	200.00
Production	110.00
Machine Shop	250.00
Business Education Director	660.00
Cheerleader Advisor	100.00
G. A. A. Advisor	100.00
Safety Patrol	50.00

SCHOOL CALENDAR 1967 - 68

27 September	Regular classes begin	12:00 noon
22 November	Thanksgiving recess starts	12:00 noon
27 November	Regular classes resume	
22 December	Christmas recess starts	12:00 noon
28 December	Regular classes resume	
29 December	New Year's recess starts	12:00 noon
2 January	Regular classes resume	12:00 noon
9 February	First semester ends	12:00 noon
12 February	Second semester starts	
11 April	Spring recess starts	12:00 noon
15 April	Regular classes resume	12:00 noon
30 May	Memorial Day (legal holiday)	
13 June	Commencement	7:30 p. m.
14 June	Last day of school-dismissal at:	12:00 noon

School will dismiss at noon on two days for parent-teacher conferences.

These days will be determined.