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AGREEMENT BETWEEN THE MERIDIAN EDUCATION ASSOCIATION AND THE BOARD OF EDUCATION OF THE MERIDIAN PUBLIC SCHOOLS

1970-1972

1970. This agreement entered into this day of by and between the Board of Education of the Meridian District, Sanford, Michigan, hereinafter called the "Board" and the Meridian Education Association, hereinafter called the "Association."

WITNESSETH

WHEREAS The Board and the Association recognize and declare that providing a quality education for the children of the Meridian District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standard, and

WHEREAS, the Board has a statuatory obligation, pursuant to the Public Employment Relations Act, Act 379, of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties, following extended and deliberate professional negotiations have reached certain understandings which they desire to confirm in this agreement,

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

ARTICLE I

Recognition

- A. The Board hereby recognizes the Associations as the Sole and exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all certificated personnel, but excluding supervisory and executive personnel and office and clerical employees. The term "teachers" 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 reference to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement. 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 the Agreement, and provided that a representative of the Association has been given opportunity to be present at such adjustment unless the teacher involved has requested that no representative be present. The adjustment however must be reviewed by the Association. The Association must be notified of all grievance meetings.

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C. Nothing contained herein shall be construed to deny or restrict to any teachers rights he may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to the teacher hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II

Association and Teacher Rights

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees every professional 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 mutual aid and protection, provided the exercise of these rights does not interfere with the normal duties assumed by the employee nor violate any public law or regulation.
- B. The Association and its members shall have the right to use the school buildings, equipment and facilities without cost to the Association, provided said buildings, equipment and facilities are available and the Association use will not interfere with the normal use prescribed by the Board.
- C. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off the school premises.
- D. The Board shall provide sufficient bulletin board space in each building where unit employees are employed to permit the posting of official Association announcements and pertinent information. The Association shall be responsible for policing the boards to guard against improper use.
- E. The Board agrees to furnish to the P.N. Committee in response to reasonable requests all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including county allocation board budgets, agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, salaries paid thereto and educational background, and such other 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 or complaint.
- F. The Board shall consult with the Association on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration and the Association shall be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication. The Board shall not submit any proposal for additional operational or building millage without prior consulation with the Executive Board of the Association.

ARTICLE III

Professional Compensation

- A. The salaries of teachers covered by this agreement, carrying a normal, weekly teaching load, are set forth in Schedule A which is attached to and incorporated in this Agreement. Upon written notice to the other party at least (60) days prior to the first day of May of 1971, either part may request the reopening of negotiations of such salary schedule.
- B. The salary schedule is based upon a normal, weekly teaching load, as herein after defined in Article V, from Tuesday after Labor Day, 1970, through Friday, June 11, 1971 during normal teaching hours, (subject to State Legislative action.) For assignments in excess of his normal weekly teaching load, authorized by the Administration, a teacher shall be compensated at his established professional hourly rate, unless otherwise specified in the addendum to Schedule A.
- C. The legal holidays shall be observed as indicated on the attached school calendar.
- D. A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board, or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary. This time must be scheduled in advance with the administration in order to insure against interruption of the school function.
- E. \$30.00 per month per teacher for a total \$360.00 shall be provided for an insurance plan. The teacher may elect to add any amount to the above sum through payroll deduction.
- F. In the event that a substitute is needed at the elementary or secondary level and cannot be secured, any regular teacher filling this position shall be reimbursed at the rate of \$6.00 per hour. This must be by mutual agreement of the principal and the teachers involved, prearranged when possible and minimized.
- G. All degreed certified teachers presently and newly employed shall be given full credit on the Salary Schedule set forth in Schedule A for full years of outside teaching experience in any school district in the State of Michigan and other teaching experience for which credit is allowed, not to exceed the 8th step on the salary schedule.

ARTICLE IV

Teaching Hours

A. The teacher's normal teaching hours in the elementary and secondary schools shall be as follows:

		H.S.	J.H.S.	ELEM.
1.	Teachers at assigned place of			
	duty no later than	7:50	7:50	8:45

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- 2. Teachers shall leave their assigned place of duty no earlier than 5 minutes after student dismissal.
- 3. These hours may be altered by a joint decision of principal and faculty, providing the length of the day is not increased.
- 4. Teachers reporting to school late will forfeit one hours pay for each hour or partial hour missed. (Emergencies excepted, subject to administrative approval.)
- B. The teacher's normal teaching hours in the elementary schools shall be as stated in Section A with the exception of the kindergarten where hours of kindergarten teachers shall be fixed by the principal at the beginning of each semester, but shall in no event be longer than the foregoing.
- C. All teachers shall be entitled to a duty-free unassigned lunch period in no event less than 40 minutes.
- D. Elementary teachers will be provided two fifteen-minute relief times per day. In addition, elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists.

ARTICLE V

Teaching Loads and Assignments

- A. The normal weekly teaching load and preparation time in the secondary schools shall be a ratio of 5 to 1 teaching time, 25 teaching periods and 5 preparation periods. The normal weekly teaching load in the junior high school will be the equivalent of 25 teaching periods and 5 preparation periods. The teaching time per day shall in no event be longer than at the present time. The normal weekly teaching load in the elementary schools shall not exceed 30 clock hours, which includes five preparation hours. No departure from these forms, except in case of emergency, shall be authorized without prior consultation with the Association. Exceptions to this are innovations in methods of instructions within the stated limits. In the event of any disagreement between the representatives of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance negotiation procedure hereinafter set forth.
- B. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a Bachelor's Degree from an accredited college or University, and a Provisonal or Permanent Certificate.
- C. Since pupils are entitled to be taught by a teacher who is working within his area of competence, a teacher shall not be assigned, except temporarily and/or for good cause, and by mutual agreement, outside his certified field of study. Any changes in teaching assignments must be by mutual consent of the individual teacher and the Board of Education. The individual teacher may request a representative of the local association to be present at such a conference.

- D. A teacher who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignments in the secondary school grades will be notified and consulted by his principal as soon as practicable and prior to June 1. Such changes shall be my mutual agreement of teacher and principal. The individual teacher may request a representative of the local Association to be present at such conference. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade level unless the teacher requests such change.
- E. Newly employed, inexperienced teachers shall be assigned the lowest class size at their teaching levels and shall be assigned not more than two preparations per semester. Special students shall not be placed in the regular classroom of a newly employed, inexperienced teacher unless said teacher is specially trained in this field.
- F. All teachers shall be given written notice of their schedules for the forthcoming year no later than the preceding first day of June. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teachers' schedules be made later than the 15th day of August preceding the commencement of the school year, unless an emergency situation requires same, and the Executive Board shall be so notified in each instance.

ARTICLE VI

Teaching Conditions

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible and will strive to achieve or keep within the following maximums. To insure that this is done, a committee consiting of two Board members, the Superintendent, and three teachers shall be formed. Said committee shall meet immediately after the fourth Friday of September 1970 and again at the beginning of the second semester to evaluate class sizes throughout the system.

1. Kindergarten

22 pupils

2. Elementary

25 pupils

The maximum class size per teacher in the secondary school should be as follows:

Business English Social Studies No more than 25 pupils Mathematics Science Language English Composition 20 pupils 30 pupils Typing Industrial Arts 20 pupils Drafting 24 pupils 24 pupils Homemaking 25 pupils Art 30-35 pupils Health Education Physical Education 30-35 pupils

- B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools, and the Board shall undertake promptly to implement all joint decisions thereon made by its representative and the Association.
- C. To relieve teachers of cafeteria, patrol, bus, and similar . nonprofessional duties, the Board agrees to engage a number of aides in all schools.
- D. Under no condition shall a teacher be required to drive or ride a school bus as part of his regular assignment.
- E. The Board shall strive to make available in each school a faculty lounge with adequate lunch-room, restroom and lavatory facilities for teachers and staff.
- F. Telephone facilities shall be made available to teachers for their reasonable use.
- G. Adequate parking facilities shall be provided and properly maintained and identified exclusively for teacher use.
- H. Notwithstanding his employment, a teacher shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, provided it does not interfere with the performance of his contractual duties.

I. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status, or membership in or association with the activities of employee organizations; provided, however, that nothing herein will be construed as to prevent the Board from establishing a mandatory retirement age of 65 years.

ARTICLE: VII

Vacancies and Promotions

- A. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving immediate written notice of such vacancy to the Association and providing for appropriate posting in every school building. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least five school days. Teachers shall register preference for vacancies which may arise during summer vacation prior to the last day of the school year.
- B. Any qualified teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system in the district, and other relevant factors. An applicant with less service in the system shall not be awarded such position unless his qualifications therefore shall be substantially superior to applicants with greater service.
- C. "Service" in the system, for purposes of this Agreement, shall mean continuous employment in a school of the district, including substitute service, but shall exclude all periods when the teacher was on leave of absence for any cause.
- D. The Board declares its support of a policy of promotions from within its own teaching staff.

ARTICLE VIII

Transfers

- A. Since the frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that transfers of teachers shall be by mutual agreement of the individual teacher and the Board of Education.
- B. In the event that transfers of teachers appear necessary, lists of available positions in other schools shall be posted in the same manner as provided in Article VII.

ARTICLE IX

Temporary Leave

- A. Three (3) days personal leave for tenure teachers and two (2) days for probationary teachers and twelve (12) days sick leave for tenure teachers and ten (10) days sick leave for probationary teachers shall be granted annually to all teaching personnel without loss of salary. The personal leave days may not be used immediately before or after a scheduled vacation except by permission of the Superintendent. Any part of the above may be accumulated as sick leave up to sixty (60) days at full pay.
- B. In addition to the above, five (5) days for emergency illness which requires a doctor's attention, and which requires bedside or househould attention by the teacher, shall be allowed in any one illness, providing no other arrangements can be made.
- C. Five (5) days for a death in the immediate family or immediate inlaw of the teacher will be allowed in addition to the above or others by Administrative approval.
- D. Additional days will be allowed in cases of emergency illness or deaths in the immediate family at the discretion of the Board.
- E. A teacher shall be allowed two days each year for approved visitation at other schools or for attending educational conferences or conventions, including Association meetings, when requested and by previous approval of principal. Travel, meals, lodging, and registration shall be deemed appropriate expenses reimbursable by the Board, as shall the cost of substitute teachers needed to relieve participants.
- F. Leave time, without compensation, may be used for any purpose, provided that no extended scheduled vacation be taken by an employee, except by permission of the Superintendent of Schools. Request for such leave shall be submitted in writing at least twenty (20) days before desired vacation.
- G. To afford the maximum protection against a prolonged illness, the following sick leave bank shall be established for all teachers of the District, and each teacher covered by this Agreement shall participate as follows:

As stated above the primary purpose of the sick leave allowance is to cover the absence of an employee from school because of personal illness or injury sufficiently severe that it would make his presence in school inadvisable. Sick leave applies only to absences resulting from illness or injury of the employee and not absence caused by illness or injury in the immediate family.

On September 8, 1970, each teacher shall contribute one (1) day of his Sick Leave to the Bank. The Board of Education, in order to establish the Bank in the school year 1969-70, donated to the Bank 84 sick leave days. New employees shall contribute one sick leave day, to be matched by the Board, to the Bank from their first sick leave allowance.

When the Sick Leave Bank falls below 150 days, the Board shall assess each teacher one (1) day of his sick leave.

Any teacher on sick leave may apply to participate in the Sick Leave Bank by filing an application in the Superintendent's Office.

Upon depletion of a member's own accumulated sick leave, he must wait an additional fifteen (15) calendar days before drawing from the Bank. School days in the fifteen day waiting period shall be paid retroactively when a grant has been authorized by the Appeal Board.

A maximum of 90 days may be granted per appeal from the Bank.

Persons withdrawing sick leave days from the Bank will not have to replace these days except as regular contributing members to the Bank.

If it appears that an individual is abusing the above policy, the Appeal Board may direct said individual to be examined by two doctors of the Appeal Board's choosing to determine if the illness or injury is valid.

The Sick Leave Appeal Board shall consist of the four elected officers of the Meridian Education Association and the Superintendent or his designated representative.

The Appeal Board may grant or suspend sick days from the Bank. Its judgments and/or decisions will be final.

No employee will be credited with sick leave allowance while drawing from his own accumulated sick leave or the sick leave Bank until he has reported back to work.

Any employee who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law, or under Salary Protection Insurance Plan paid for by the employer, shall receive from the Board the difference between the allowance under the Workmen's Compensation Law or the Salary Protection Insurance and his regular salary for the duration of the illness, and the differences shall be charged against sick leave. The employee shall receive his full salary from the Board, and salary benefits received from the insurance company are to be endorsed to the School District as long as sick leave benefits are received.

An annual report of the Sick Leave Bank will be made available to each member of the Meridian Education Association, including a statement of the number of days granted from the Bank, the number of days remaining in the Bank, and the cost of the days granted.

Any teacher whose personal illness extends beyond the period compensated under Article IX shall be granted a leave of absence without pay until such time as he is able to resume his teaching duties.

ARTICLE X

Extended Leave

- A. Maternity leave of up to five (5) years shall be granted without pay beginning not later than the end of the sixth month of pregnancy. If she desires and is physically able, she may be permitted to continue teaching, providing the principal concurs. A teacher may return in no event earlier than six (6) weeks after the termination of the pregnancy, with her doctor's permission.
- B. Any employee who has used all available sick leave shall be placed on leave of absence without pay by the Board of Education for the duration of the illness. Leave of absence may be used for the remainder of the current contract year and tenure employee will receive credit for full semester of service. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position. A teacher shall not return from such leave until the beginning of the following semester, unless by mutual agreement with the Administration. Maternity leave and sick leave shall be renewed each year upon written request by the teacher, up to a maximum of 5 years.
- C. Leave of absence without pay may be granted upon application for the following purposes:
 - 1. Study related to the teacher's licensed field.
 - 2. Study to meet eligibility requirements for a license other than held by the teacher.
 - 3. Study research or special teaching assignments being advantageous to the school system.

The regular salary increment occuring during such period shall be allowed, such leave not to exceed one year.

- D. A teacher who is an officer of the State Association or appointed to its staff should, upon proper application, be given leave of absence without pay for the purpose of performing duties for the Association. A teacher given leave of absence without pay shall receive credit toward annual salary increment on the schedule appropriate to his rank if he teaches next year.
- E. The Baord shall grant a leave of absence without pay to any teacher to campaign or serve in public office.
- F. A teacher who is on leave must notify the Board no later than April 1st of his desire to return for the following school year.

ARTICLE XI

Teacher Evaluation

A. All monitoring or observations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.

- B. Each teacher shall have the right upon request to review the contents of his own personnel file, not credentials. A representative of the Association may be requested to accompany the teacher in such review.
- C. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned, or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such a representative of the Association is present.
- D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such discipline, reprimand, or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance asserted by the Board or any agent or representative thereof, shall be subject to the professional grievance negotiations procedure hereinafter set forth.

ARTICLE XII

Protection of Teachers

- A. Since the teacher's authority and effectiveness in his classroom is 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 of control and discipline in classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for psychotherapy. 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 relieve the teacher of responsibilities with respect to such pupil.
- B. Any case of assault upon a teacher will be promptly reported to the Board or its designated representative.

The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling. of the incident by law enforcement and judicial authorities, exclusive of separace damage suits filed by the teacher.

- C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense, unless the action was a violation of written Board Policy.
- D. Any complaints by a parent of a student directed toward a teacher shall be promptly reported to the teacher concerned.

ARTICLE XIII

Negotiation Procedures

- A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussion, furnishing necessary information and otherwise constructively considering and resolving any such matter.
- B. The 1971-72 Master Contract will be reopened not later than April 15, 1971. The items to be reopened to negotiations for the following years Agreement are Calendar, Class size, Insurance, Salary schedule and the Addendum to Schedule A. Upon mutual agreement of both sides additional items may also be reopened.
- C. In any negotiations described in this Article, neither party 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. It is recognized that no final agreement between the parties may be executed without ratification of the membership of the Association, and the Board of Education, but the parties mutually pledge that representatives selected by each, shall be clothed with all necessary power and authority to make proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

ARTICLE XIV

Professional Grievance Negotiation Procedure

- A. Any teacher, group of teachers or the Association, believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board, relating to wages, hours, terms, or conditions of employment, may be processed as a grievance as hereinafter provided. The Board hereby designates as its representative for such purpose the principal in each school building and the Superintendent of Schools when the particular grievance arises in more than one school building.
- B. Within five (5) days of receipt of the grievance the designated representative of the Board shall meet with the Association in an effort to resolve the grievance. Affected teachers may or may not be present at such meeting. If the meeting is with the school principal and parties cannot agree, the grievance shall be promptly transmitted to the Superintendent who shall have five (5) days thereafter to approve or disapprove the grievance. If the grievance is transmitted directly to the Superintendent he shall have ten (10) days from receipt of the grievance to approve or disapprove it. If the grievance shall be denied by the Superintendent, either upon review of the action of the school principal, or in the first instance, the grievance shall immediately be transmitted to the secretary of the Board, with a statement of reasons why it is being disapproved.

- C. Within fifteen (15) days from receipt of the grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided, however, that in no event, except with expressed written consent of the Association, shall final determination of the grievance be made by the Board more than twenty (20) days after its submission to the Board.
- D. If the decision of the Board is not satisfactory to the Association, the grievance may be referred to a fact-finder, and/or a mediator; and if further action is required, the grievance may be appealed to arbitration before an impartial arbitrator, selected by the parties. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing.

Neither party shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

- E. If any probationary teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated and made whole for his losses. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him. Tenure law shall cover tenure teachers.
- F. The costs of any arbitration under this article shall be shared by the Board and Association on a 50-50 basis.
- G. For administrative convenience, the Board may first present to an assistant principal or other school employee, any complaint which may be the subject of grievances under this Article. Such informal processing is planned to be an effort to reduce the number of formal grievances handled under the professional grievance procedure herein established. The parties shall mutually work out procedures for such informal processing upon request, but exhaustion of such informal procedures shall not be required as a condition precedent to invoking the grievance procedure, nor shall the participation of assisting principals or other employees in such informal procedures be deemed to be a supervisory or executive function.

ARTICLE XV

Professional Study Committees

- A. There is hereby established a Professional Study Committee composed of seven members, five members selected by the Association and two by the Board. The Professional Study Committee may investigate into the following matters and submit a written report and recommendations to the parties on or before April 1, 1971. Additional Professional Study Committees may be established as required.
- B. The committee shall give consideration to one or more of the following questions:
 - 1. Team Teaching
 - 2. Curriculum
 - 3. Music program in the high school and junior high
 - 4. Vocational programs to fit the needs of our students
 - 5. Maximum use and growth of the libraries
 - 6. Educational T.V.
 - 7. Language Laboratories
 - 8. Possibility of working with adjoining districts to offer a broader program
 - 9. Evaluation of our Educational Program
 - 10. Reducing teacher paper work and record keeping
 - 11. How we can make use of results of latest research
 - 12. Use of field trips for educational purposes
- C. The clerical expense of this committee shall be borne by the Board.

ARTICLE XVI

Professional Dues or Fees and Payroll Deductions

- A. The Board agrees to deduct from teachers' salaries dues for the Meridian Education Association, the Michigan Education Association and the National Education Association, or the total amount shall be put in the local association as a negotiation fee if membership is not desired, and to transmit the monies promptly to the appropriate Associations. The dues shall be deducted in equal installments within the first five (5) pay periods.
- B. The Board agrees to deduct from any teacher's salary payments to the Midland County School Employees Credit Union for either shares or loans; and to transmit these payments. This deduction will be made on request of a specific teacher and will be transmitted directly to the Midland County School Employee Credit Union by an agent of the Board.
- C. The Board agrees to deduct from any teacher's salary annuity payments and/or MESSA insurance on request of a specific teacher. The monies will be transmitted directly to the approved agency by an agent of the Board.

ARTICLE XVII

Personal Injury Benefits

A. Whenever a teacher is absent from school as a result of personal injury caused by an accident or an assault upon him arising out of and in the course of his employment, he will be paid his full salary (less the amount of any workmen's compensation paid for temporary disability due to said injury) for the peior of such absence not to exceed ten (10) school months, and no part of such absence will be charged to his annual sick leave. The Board may, at its option, request a confirming statement from a medical doctor relative to the duration of such absence from the teaching assignment. As soon as such teacher is physically able to return to work, he will be restored to his previous position or an equivalent position. At the Board's request, a teacher may be required to submit a statement from a medical doctor certifying that he is able to resume his duties as a teacher before he is permitted to return to work.

B. The Board will reimburse teachers for:

- 1. Any clothing or other personal property damaged or destroyed as the result of an accident or assault upon him suffered in the course of his employment:
- 2. The cost of medical, surgical or hospital services (less the amount of any workmen's compensation or insurance reimbursement) incurred as the result of any injury sustained in the course of his employment.
- C. If the injury is a result of teacher action in violation of written Board policy, the compensation in parts A & B above shall not be paid.

ARTICLE XVIII

Miscellaneous Provisions

- A. The Board agrees at all time to try to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they shall call before 7 AM to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- B. The Association shall deal with ethical problems arising under the present Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Educational Profession is considered by the Association and its membership to define acceptable criterial of professional behavior.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

- D. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- E. 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.
- F. It should be recognized that communications will become one of the major factors in our working relationship. There must be a fluent and reciprocal arrangement of information, ideas, and philosophy between the Association and the Board of Education. Failure to extend this mutual regard to the other's position will result in general breakdown of communications which will produce an unnecessary negativism across the bargaining table.
- G. Lack of communication between administration and teachers represents one of the primary sources of friction. Lack of sufficient notice on such daily items as schedule changes, meetings, or any other factors associated with the continuity of the teaching program should be minimized. The worth of the individual teacher and respect for his judgment and professional competence should insure against his random manipulation without concern for opinions, feelings, or agreement.
- H. Summer teaching assignments and adult education assignments, and driver education assignments that do not fall in the school day shall be made with consideration being given to seniority, training, and mutual agreement between the teacher and the Board of Education.
- I. Teachers shall not be required to report for work on Act of God days, nor shall their salary be duducted in these cases when a prearrangement has been made for a leave day.
- J. Time shall be set aside on si_x (6) days agreed upon by the Board of Education and the Association for regular local teacher meetings. In each case one hour released time shall be allowed by the Board of Education to be matched by equal time given by the teachers. Any teacher who does not attend professional meetings when school time has been allowed shall have wages for said time deducted. This role shall be taken care of by the Membership Committee and acted upon by the Executive Board.
- K. During the regular building teachers' meetings a portion of time shall be set aside to be used by the Association for business when advance request is made to the principal.
- L. Paid sponsors shall attend activities of the class or organization to which they are assigned. When bus transportation is involved, paid sponsors-coaches shall ride the bus with their groups to and from the event.
- M. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.

- No. Teachers shall be responsible for furnishing certification to the central office by September 15th of the first school year of their employment and any changes thereafter. If the above requirement is not met all penalties put on the school District shall be subtracted from the teachers salary.
- O. At the secondary level, when class periods are used for education purposes other than regular classroom instruction, such as testing, assemblies, etc., the teacher may be asked to assist, as in the case of large group testing, and shall attend as in the case of assemblies.
- P. To assure continuity of teaching and learning in the absence of the regular teacher, duplicate lesson plans for each succeeding week shall be turned into the office on the last school day of each week.
- Q. Preparation periods are to be spent in the teacher's assigned building. A teacher who leaves his assigned building during a preparation period for other than school business will forfeit one hour's pay.

ADDENDUM TO SCHEDULE A

Position

% of individual salary on the schedule according to number of years' experience in the activity.

Athletic Director	10.5%
Head Football Coach	
Assistant Football Coach	
J.V. or Freshman Football	
Junior High Football Coach	
Junior High Assistant Football Coach	2.0%
J.V. Basketball Coach	6.0%
Head Basketball Coach	
Freshman Basketball Coach	
8th Grade Basketball Coach	
7th Grade Basketball Coach	
Varsity Baseball Coach	
Asst. or J.V. Baseball Coach	
Jr. High Baseball Coach	
Varsity Track Coach	
Asst. or J.V. Track Coach	
Cross Country Coach	
Varsity Golf Coach	
Asst. or J.V. Golf Coach	3.0%
Girls Basketball	
Cheerleaders Senior High	
Senior High	6.0%
Freshman	
Cheerleaders Junior High	
Yearbook Senior High	
Yearbook Junior High	3.0%
Drama or Musical-3 Act Play	
1 Act Play	
Class Sponsor 11th and 12th	
Class Sponsor 9th and 10th	1 .5%
Student Council-Senior High	4.25%
Student Council-Junior High	3.0%
Junior High Journalism (Newspaper)	5.0%
(If extra curricular activity)	

No one person can hold more than two athletic assignments

SALARY SCHEDULE
1970-72

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MERIDIAN PUBLIC SCHOOL SCHOOL CALENDAR 1970-7

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31				-	W.S.									

H- Holiday

B- School Begins

WS- Work Shop

V- Vacation

M- Teachers' Meeting - 2:45 P.M. - Jr. High Library

^{() -} End of Semester and 6 weeks

ARTICLE XIV Duration of Agreement

This Agreement shall be effective as of July 1, 1970, and shall continue in effect until the 30th day of June, 1972.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, we hereunto set our hands and seals on the day and year first above written.

BOARD OF EDUCATION OF THE MERIDIAN SCHOOL DISTRICT
By: La toveat
And: Fadinand M. Gray
We the majories of the Manifestine Education
We, the undersigned officers and representatives of the Meridian Education of hereby certify that the foregoing Master Contract was ratified pursusant to the By-Laws of said Organization of the day of 1970.
MERIDIAN EDUCATION ASSOCIATION
By: Lorothy & Cady Its President
And: Wayne E. King Its P.N. Chairman