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Montabella

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PROFESSIONAL AGREEMENT

Between

MONTABELLA EDUCATION ASSOCIATION

AND

MONTABELLA COMMUNITY SCHOOLS BOARD OF EDUCATION

1967-68

MEA
1216 Dundale
E. Lansing, Mich.
48823

PROPOSED EDUCATION ASSOCIATION AGREEMENT

1967-68

This Agreement entered into this _____ day of _____, 1967, by and between the School District of Montabella Community Schools, hereinafter called the "Board," and the Montabella Education Association, hereinafter called the "Association."

W I T N E S S E T H:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Montabella is their mutual aim and that the character of such education depends predominately 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 standards, and

WHEREAS, the Board has a statutory obligation, pursuant to the public Employment Relations Act, Act 379 of 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 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 Association as the exclusive and sole bargaining representative for all certificated personnel whether under contract, on leave, on a per diem basis, employed or to be employed by the board, excluding: Superintendent, Assistant Superintendents, Principals, Assistant Principals, Business Manager, Director of School and Community Relations, Director of Vocational Education, substitute teachers and supervisors within the meaning of the Public Employment Act. The term teacher when used hereafter 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 teachers' organization other than the Association for the duration of this Agreement.

ARTICLE II

Association and Teacher Rights

- A. Pursuant to the Michigan Public Employment Relations Act, 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 mutual aid and protection. As a duly elected body exercising governmental power 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 the Act or other laws of Michigan or the Constitutions 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 term or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or other applicable laws and regulations.
- C. Week day activities commencing prior to 5:00 P.M., the Association will have the right to schedule meetings within the building and without cost. Such scheduling shall be processed through the Superintendent's Office, setting in advance the time and place of meeting. Weekday activities commencing after 6:00 P.M. and all week-end activities are to be scheduled through Superintendent's Office.
- D. The Association shall enjoy the same privileges of facility availability as other community groups. The Board of Education reserves the right to regulate after-hour use of buildings and in no case are Association meetings to interfere with other regularly scheduled activities.

- E. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use.
- F. The Association shall have the right to post notices of its activities and matters of Association concern on any available bulletin boards in the various school buildings. The Association may use the district mail service and teacher mail boxes for communications to teachers. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises.
- G. The Board shall make available to the Association for inspection all public records of the Montabella School System. The requests for such information must be in writing stating specifically the information desired. This is not to imply that oral requests will be denied. Official records will be made available at the office of the Superintendent and will not be removed from the Superintendent's office. These records will be available between 8:00 A.M. and 5:00 P.M., Monday through Friday.
- H. The Association has no desire to usurp the legal rights of the Board in matters of educational policy or tax programs. It does feel that it is capable of being of assistance in such matters at times and will upon request of the Board have an association representative present at such meetings. Such a representative will have no rights pertaining to voting or making of motions, the purpose being the striving together toward the common goal of what is best for education in this community.
- I. Teachers 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. Consistent with the Code of Ethics of the Education Profession, the private and personal life of any teacher is not within the appropriate concern or attention of the Board.
- J. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, marital status.
- K. Consistent with the Code of Ethics of the Education Profession, membership in the Association shall be open to all teachers regardless of race, creed, sex, marital status, or national origin.

ARTICLE III

Rights of Board of Education

There is reserved exclusively to the Board all responsibilities, powers, rights, and authority vested in it by the laws and constitution of Michigan and the United States or which have been heretofore properly exercised by it, and does not conflict with this agreement.

The determination and administration of Educational Policy, the operation of the schools and the direction of the professional staff are vested in the Board or in the Superintendent when so delegated by the Board.

The above provisions shall not be inconsistent with nor contrary to the provisions of Public Act 379 and this agreement.

ARTICLE IV

Deductions for Professional Dues

- A. Teachers may at any time between June 1st, and September 15, sign and deliver to the Board an assignment authorizing deduction of membership dues (Including National Education Association and the Michigan Education Association). Each year such authorization shall be given before dues will be deducted.
- B. The deduction of membership dues shall be made from four (4) pay checks beginning in September and ending in December. The Board agrees to remit such dues to the respective associations as they are deducted in 1967-68.
- C. Deduction of membership dues shall be made from one (1) regular pay check each month for ten (10) months beginning in September 1968, and ending in June 1969.

ARTICLE V

School Day and Calendar

- A. The high school teachers shall be required to report for duty at 8:20 A.M. and be permitted to leave at 3:50 P.M. Elementary and Junior High teachers will stay the same length of time but may have a different beginning time, and closing time.
- B. The starting and dismissal time for students shall not exceed that which is listed as follows:

All elementary	- 8:25 A.M. to 3:30 P.M.
Junior High	- 8:30 A.M. to 3:30 P.M.
High School	- 8:33 A.M. to 3:40 P.M.
- C. The foregoing starting and dismissal times are subject to modification by state statute or regulation by the Board, provided, however that no modification made by the Board will increase the length of teachers' work day.
- D. It is agreed by the Association and the Board that good public relations are necessary in all community activities and therefore recognize that attendance at P.T.A. and other school activities be encouraged. It is further agreed that teachers will be required to attend an annual open-house type of meeting. Other meetings shall be at the option of teachers.
- E. All regular teachers shall have a free period of 45 minutes for lunch between the hours of 11:00 A.M. and 2:00 P.M.
- F. Teachers at the Junior and Senior High Schools will in addition to their lunch period, have at least one (1) preparation period each day, during which time they will not be assigned to any other duties.
- G. The teachers recognize their responsibility to their students and their profession requires the performance of duties that involve the expenditure of time beyond the normal working day, including preparation for and supervision of extra-curricular student activities and functions. Assignment to such duties or activities shall be only on a voluntary basis.

- H. Calendar for the school year will be framed with following references:
- (1) Opening and closing of schools:
 School shall open in September no earlier than the Tuesday after Labor Day. School shall close no later than the third Friday in June. Teacher Pre-School Conferences shall be held on Monday and Tuesday prior to Labor Day.
 - (2) Length of School year:
 There shall be one hundred eighth two (182) attendance days. There shall be one hundred ninety (190) membership days, and one hundred ninety (190) work days. Every attempt will be made to leave calendar as discussed. Before any changes are made the Association will be consulted.

ARTICLE VII

Class Size

- A. Philosophy: Class load will be kept at a minimum within the economic ability of the school district and the availability of space. Twenty-five (25) to thirty (30) pupils is recognized as a desirable class load for effective teaching and learning. In some special classes a lower number of pupils is desirable, while in other cases a larger number can be accommodated. Five (5) class periods per day is recognized as a desirable number of periods for Junior and Senior High School.
- B. For the school year of 1967-68, every effort will be made to bring classes to an acceptable number as dictated by best interests of children.
- C. The Board of Education will do all possible to provide facilities equipment and supplies in order that teachers may do an adequate job of teaching. Teachers will be asked to submit lists and recommendations in the matters of purchasing the above.
- D. The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association 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 and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

ARTICLE VIII

Qualifications and Assignments

- A. The Board establishes as minimum requirements for initial employment of teachers the possession of a bachelor's degree and a Michigan Elementary or Secondary provisional certificate or the equivalent. If it is necessary to deviate from this policy, the deviation will be in accord with the Michigan Department of Education regulations.
- B. Every attempt will be made to notify regular teachers of their tentative programs for the coming year, including the schools to which they will be assigned, the grades and/or subjects that they will have, prior to the close of the school year. This in some cases may be impossible especially if contracts have not been signed.
- C. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and/or for good cause, outside the scope of their teaching certificates and/or their major or minor fields of study.

- D. Changes in assignment are sometimes necessary and beneficial. To the extent possible, such changes will be voluntary but the Board may make such changes.

ARTICLE IX

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. Every possible effort should be made to provide conditions that will encourage good teachers to remain in classroom teaching. However, those teachers who do desire administrative positions should be assured that they will receive fair consideration when vacancies occur. Whenever a professional vacancy on the administrative and supervisory staff shall occur during the school year, the Board will announce such vacancies *in writing* *not less than 15 days prior to filling such vacancy.* This will include a general statement of duties and qualifications. During summer months, the Association will be notified of such vacancies.
- C. Any teacher may apply for such vacancies. In filling such vacancies the Board agrees to give major consideration to the professional background and attainments of all applicants the length of time each has been in the Montabella School System. Other professional and personal factors will be considered. The parties recognize that, while the Board will adhere to a practice of promotions from within its own teaching staff, it may from time to time go outside the district to hire personnel of highly specialized or outstanding talents.
- D. Although the Board and Association recognize that frequent transfers of teachers from one school to another can be disruptive of the educational process and interfere with optimum teacher performance, they also recognize that some transfers may be necessary. Therefore they agree as follows:
- (1) Transfers shall be made on a voluntary basis whenever possible. In making involuntary assignments and transfers the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with instructional requirements and best interests of the school system and pupils.
 - (2) Transfers may be made by the administration at any time for reasons of over and under staffing, revised or new programs, positions created by termination of employment, or personality conflicts. Involuntary transfers shall be reviewed by administration and teachers will be given an opportunity to state in writing the reason for their objection to transfer.
- E. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

ARTICLE X

Leaves of Absence With Pay

- A. Every teacher shall be granted thirteen (13) working days of leave with pay per school year without loss of salary subject to the following:
- (1) The entire thirteen (13) days allowance may be used for personal illness, quarantine, immediate family illness, tragedy or death in immediate family, or a person whose relationship to the teacher warrants attendance.
 - (2) Not more than two (2) of the thirteen (13) days may be used for personal business, such leave to be granted upon application submitted in writing by the teacher, before the absence in case of personal business, and either before or after the absence in case of serious illness, death or tragedy. Personal business leave shall be used only in situations of urgency, for the purpose of conducting personal business which is difficult to transact on the weekend, after school hours or during vacation periods. Such leave shall not be used for seeking other employment. Such leave shall not be granted for hunting, fishing, or other recreational activities.
 - (3) At the end of each year the unused portion of the thirteen (13) days shall become accumulative up to one hundred (100) days. Up to thirty (30) days sick leave accumulated from the last three (3) years (ten (10) days per year) will count toward the one hundred (100) days.
 - (4) Deduction beyond the total accumulated sick leave days shall be only the salary of a substitute whether or not one is employed for the remainder of that school year.
 - (5) Personal business days that are taken immediately preceding or immediately following a school holiday are subject to full salary deduction except as such absence may be provided in A-(2) above.
 - (6) Leaves of absence with full pay not chargeable against the teacher's sick leave shall be granted for the following reasons: (a) Absence when a teacher is called for jury service. (b) Court appearance when subpoenaed as a witness in any case connected with the teacher's employment or the school. (c) Approved visitation of other schools. (d) Time necessary to take the selective service physical examination. (e) When attending any function when so directed by the Administration.

ARTICLE XI

Leaves of Absence Without Pay

- A. At the discretion of the Board and upon the written request of the teacher, it shall be the policy of the Board to grant leaves of absence without pay for the following reasons: health, maternity, study, research, travel, and military service leaves - subject to provisions:
- (1) Eligibility for any kind of leave of absence, except military service, is conditioned upon satisfactory record of at least two (2) years employment in the school system.

- (2) A second leave or an extension of any type of leave, may be granted by the Board only upon the recommendation of the Superintendent.
- (3) While on leave, an employee shall maintain continuing tenure and seniority status; shall retain all employment rights held before leave was taken; and upon return shall receive the next regular step on the existing salary schedule.
- (4) Upon return to duty, the teacher shall be assigned the same position or one of like nature as the one held prior to the leave.
- (5) The teacher shall notify the Superintendent of Schools in writing of intention to return by no later than April 1st of the leave year. Failure to provide such notice shall be equivalent of resignation.
- (6) All leaves shall be for a one (1) year period, unless otherwise stipulated. Leaves of absence when granted are with the understanding that the employee on leave shall not enter into a contract for professional employment during the period for which leave is granted. Exception to this rule is made only upon special action of the Board in individual cases, and only under unusual circumstances. This position is based upon the premise that teachers on leave are under continuing contract and cannot be employed under another contract simultaneously.

B. Types and Specific Conditions:

- (1) Leave for health: Upon the recommendation of the Superintendent and of a physician shall be granted up to a maximum of one (1) year. Plus any unfinished year, at the end of which time the employee must either return to duty or resign unless a special extension is granted. Leave of absence for a maximum of one (1) year plus any part of an unfinished year for illness in the immediate family may be granted upon written request of the teacher and the recommendation of the Superintendent.
- (2) Maternity Leave: Shall be granted for a period of one (1) year plus any unfinished year, and upon request may be granted one (1) additional year at the discretion of the Board. An employee requesting maternity leave shall file her request in writing at least six (6) months prior to the expected period of confinement. Leave must begin no later than the beginning of the fifth (5th) month of pregnancy or end of a semester, whichever is sooner. Exceptions may be made by the Superintendent.
- (3) Leave for study, travel or research: Shall be granted for a maximum of one (1) year provided that not more than three (3) percent of the teaching personnel may be granted such leave in any one (1) school year. Requests for such leaves shall be considered on basis of seniority, and only one (1) such leave shall be granted to any one teacher until all other requests for such leaves have been disposed of.
- (4) Military Leave: Shall be granted to any employee requesting such leave in order to perform service in the Armed Services of the United States. Upon return he shall be entitled to reassignment rights in the position he is vacating or one of like status and pay, provided:
 - a. The position vacated is other than temporary.
 - b. He is honorably discharged from the Armed Services.
 - c. He applies for re-employment within ninety (90) days after discharge or from hospitalization continuing after discharge for a period of one (1) year.
 - d. He is still qualified to perform the duties of his position.All provisions of this policy shall be in accordance with State and Federal laws governing military leaves of absence.

- (5) Teachers who are officers of the Association or appointed to its staff will, upon proper application, be given leaves of absence without pay for the purpose of performing duties of the Association.
- (6) The Board shall grant a leave of absence without pay to any teacher to campaign for or serve in a public office.

ARTICLE XII

Teacher Evaluation

- A. In evaluating the work of teachers, the Board agrees to the following:
 - (1) All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
 - (2) Each teacher shall have the right, upon request, to review the contents of his own personnel files maintained at the individual's school or at the central personnel office. A witness or advisor of the teacher's choice may, at the teacher's request, accompany said teacher in this review. The review shall be made in the presence of the administrator or his representative responsible for the safekeeping of these files.
 - (3) All communications, including evaluations by Montabella's administrators, commendations, and complaints directed toward a teacher which are included in the personnel file shall be called to the Teacher's attention before the time of the inclusion.
 - (4) The teaching performance of non-tenure teachers will be observed and an evaluation prepared at least twice each school year. The principal or his designee will hold a conference with the non-tenure teacher after such evaluation.
 - (5) Evaluation of teacher performance shall be in keeping with the Michigan Teacher Tenure Act.
 - (6) Complaints regarding a teacher made to the Administration by any parent, student or other person which is considered in evaluating said teacher's performance will be called to his or her attention within two (2) weeks.
 - (7) A copy of the written evaluation shall be submitted to the teacher at the time of such personal interview or within ten (10) days thereafter, and the teacher shall have the opportunity to review the evaluation report. All evaluations shall be based upon valid criteria for evaluating professional growth.

ARTICLE XIII

Professional Behavior

- A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.
- B. The Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.

- C. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline or the Code of Ethics of the Education Profession shall be promptly reported to the offending teacher and to the Association. The Association will use its best efforts to correct breaches of professional behavior and in appropriate cases may institute proceedings against the offending teacher.
- D. A teacher shall at all times be entitled to have present a representative of the Association when he is presented with a written reprimand for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.
- E. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. All information forming the basis for disciplinary action will be made available to the teacher and the Association. In no case shall this be done publicly except as required in the State Tenure Law.

ARTICLE XIV

Professional Improvement

- A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work or advanced degrees or special studies and participation in community educational projects.
- B. The Board shall appropriate money for a Pre-School Conference and at least one in-service training meeting during the school year. Any attendance of teachers to conferences shall be approved by the Board of Education. Visitations to other schools and programs shall be considered as a conference. If approved, the Board will reimburse expenses for such conferences.
- C. No blanket reimbursement will be allowed by the Board to pay for membership in recognized professional educational organizations. The Board may in individual cases encourage teachers to join certain organizations and agree to pay the cost of membership.

ARTICLE XV

Reductions in Personnel and Annexations and Consolidations of Districts

- A. To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined.
- B. In the event this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued employment of its members in such consolidated district.

- C. Should substantial and unforeseen changes in student population or other conditions make necessary a general reduction in the number of teachers employed by the Board, the Board will retain, as nearly as possible, those teachers with permanent teaching certificates having the longest service in the district. It is agreed that we must keep teachers in subject fields and this may make it impossible in some cases to adhere to previous provisions in C. The Association and Board will further use their best efforts to assist all teachers terminated for lack of work to secure employment in adjacent school districts upon terms and conditions as nearly comparable as possible. Nothing herein shall relieve the Board from fulfilling the terms of any contract with a teacher.

ARTICLE XVI

Continuity of Operations

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operation. Since the parties are establishing a grievance procedure, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of the Agreement, directly or indirectly, engage in or assist in any strike, as defined by Section I of the Public Employment Relations Act. It is further agreed that the Association will not itself, and will not request any other organization to place a sanction of any form on the Montabella Community School District during the period of this Agreement.
- B. The Board agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.
- C. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by act of God or a labor dispute with employees outside of the bargaining unit and nothing shall require teachers to report for work in such circumstances.

ARTICLE XVII

Professional Compensation

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. All teachers newly employed shall be given up to five (5) years credit on Salary Schedule and may be given six (6) years, set forth in Schedule A, for outside teaching experience in any school district in the state of Michigan and other teaching experience for which credit is allowed. (Not retroactive for teachers in system).
- C. Teachers involved in extra duty assignments set forth in Schedule A-1, which is attached to and incorporated in this Agreement shall be compensated in accordance with the provisions thereof. All teachers shall be compensated in accordance with the provisions of this Article and the annexed Schedules without deviation.

- D. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance of ten (10) cents per mile. The same allowance shall be given for use of personal cars for field trips or other business of the district.
- E. Present teachers in the system and new teachers shall receive credit for up to two (2) years of previous honorable military service and be placed accordingly on the salary schedule. Nine (9) through twelve (12) months of military service constitutes one (1) step on the salary schedule while twenty one (21) to twenty four (24) months constitutes two (2) steps on the salary schedule.

ARTICLE XVIII

Special Teaching Assignments

- A. Assignments for adult education, driver education, evening school and summer school programs will be filled first by qualified teachers regularly employed in the Montabella School System. In filling such positions, consideration will be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance and attendance record. In instances where all other qualifications are equal, seniority shall prevail.
- B. Application by regularly employed teachers for summer school, adult education classes must be made at least two (2) months prior to the beginning of classes.
- C. Salary or hourly rates for summer and evening school teaching employment shall be determined by mutual agreement between the Board and the teachers employed.
- D. The Board agrees to make an effort to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:00 A.M. to report unavailability for work. It is the responsibility of the Administration to arrange for a substitute teacher.

ARTICLE XIX

Student Discipline

- A. The Board will continue to accept its responsibility to give support and assistance to teachers with respect to the maintenance of control and discipline in the school. Such support will be provided directly by the Board. Problem students may be temporarily removed from a teacher's classroom by the teacher and the building principal. Whenever it appears that a particular pupil's sustained behavioral pattern in the classroom becomes a serious deterrent to the welfare of himself, his classmates and teacher or teachers, the following procedure will be followed:
 - (1) A complete evaluation of the situation shall be made.
 - (2) The evaluators shall consist of the teachers involved, building principal, guidance personnel and any other professional persons involved or qualified to assist.
 - (3) After all available facts and information have been reviewed, the evaluation committee shall recommend to the Board a course of action in light of the following: a. best interest of the student involved, b. best interest of other students in the classroom, c. and the demands made upon the teacher or teachers involved.

- B. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher may use such force as is necessary to protect himself from attack or to prevent injury to another student. Discipline problems are much less likely to occur when teachers are in the classrooms when rooms are occupied for classes. Teachers are to be in the classroom except for emergencies, while answering phone etc., and absence for such reasons should be for very short duration.
- C. Suspension of students from school may be imposed only by a principal or his designated representative. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his parents when warranted. Transfer of the student to another teacher or other measures, short of suspension, will first be exhausted.
- D. Any case of assault or assault and battery upon a teacher while in the performance of duties assigned by the school district shall be promptly reported to the Board or its designated representative. If the alleged assault was by a pupil, the assaulting pupil will be immediately suspended. The alleged assault will be promptly investigated by the principal or his designated representative, who, with the teacher and superintendent, will determine a suitable punishment for the assaulting pupil(s). If the assault is by a person who is not a pupil, the Board will promptly report the incident to the proper law enforcement authorities. In either case (pupil or non-pupil) the Board will render assistance to the teacher in connection with handling of the incident by law enforcement, legal and medical authorities. If the teacher is injured while in the line of duty, medical, surgical and/or hospital care within the limits of workmen's compensation will be furnished by the Board. Provided that teacher is not at fault, he shall not be penalized in loss of salary for a period of one year from the date of disability, the Board making up the difference between contractual salary and workmen's compensation disability payments.
- E. Complaints directed toward a teacher shall be called to teacher's attention. No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified.
- F. Teachers shall be expected to exercise care with respect to safety of pupils and property, but shall not be held responsible by the school, except in the case of negligence or neglect of duty, for any damage or loss to person or property.

ARTICLE XX

Insurance

- A. No insurance is furnished by the Board except that provided by Workmen's Compensation and fleet insurance which covers pupils riding with teachers on special trips.

ARTICLE XXI

Professional Grievance Procedure

A. Definitions:

1. A GRIEVANCE is any alleged violation of the application, meaning, or interpretations of this Agreement and/or established teacher personnel policy.
2. The "Aggrieved person" is the teacher or teachers making the grievance.
3. A "Party of interest" is the person or persons making the claim and any person who might be required to take action or against whom action may be taken in order to resolve grievance.
4. The term teacher includes any individual or group who is a member of the bargaining unit covered by this contract.
5. The term "days" shall mean calendar days.

B. Purpose:

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to a claim of the aggrieved person. Both parties agree that these proceedings shall be kept confidential at each level of this procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration or proceeding independently as described in Section E of these procedures.

C. Structure:

1. There shall be one (1) or more Association representatives (building representatives) for each school building to be selected in a manner determined by the Association.
2. The Association shall establish a professional rights and responsibilities committee, which shall be broadly representative and which shall serve as the Association grievance Committee. In the event that any Association representative or member of PR & R Committee is a party in interest to any grievance, he may disqualify himself and a substitute shall be named by the Association.
3. The building principal or supervisor shall be the administrative representative when the particular grievance arises in that building.
4. The Board hereby designates the Superintendent as its representative when the grievance arises in more than one school building.

D. Procedure:

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be regarded as a maximum, and every effort shall be made to expedite the process. The time limits specified may, however, be extended by

mutual agreement of the Montabella Education Association and the Administration. In the event a grievance is filed on or after June 1, which is left unresolved until the beginning of the following school year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

1. Level One: An aggrieved person will first discuss it with his principal or immediate supervisor individually or together with his Association Representative. A teacher having such a grievance is expected to bring the matter to the attention of his immediate supervisor and request an informal meeting to discuss the problems no later than eight (8) days after the event or occurrence, which is when the basis of the complaint become known to him.
2. Level Two: In the event the complaint is not satisfactorily resolved, the aggrieved person may invoke the grievance procedure by giving notice to his immediate supervisor or principal, the Superintendent and the Association in writing, on approved grievance forms. It is expected that such notice shall be filed not later than five (5) days after the informal discussion required under Level One. Within five (5) days of the receipt of the written grievance, the aggrieved person's immediate supervisor or principal shall state his decision relative to the grievance in writing, together with the supporting reasons thereof, and furnish one (1) copy to the aggrieved person and two (2) copies to the chairman of the Professional Rights and Responsibilities Committee.
3. Level Three: a. If the aggrieved person desires to appeal the decision of the immediate supervisor or principal, he shall file the grievance with the Professional Rights and Responsibilities Committee of the Association within five (5) days after receipt of such decision; b. within five (5) days of receipt of grievance the Professional Rights and Responsibilities Committee shall decide whether or not there is a grievance worthy of support. If the Committee decides that no such grievance exists and so notifies the aggrieved person, the aggrieved person may continue to process his grievance without the Association support. If the committee decides there is a grievance worthy of support it shall immediately process the grievance with the superintendent of schools. Within ten (10) days from receipt of the grievance by the superintendent he shall render a decision as to the solution.
4. Level Four: 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 ten (10) days from date of receipt of grievance by the superintendent, he may refer the grievance to the Professional Rights and Responsibilities Committee, to the Board of Education. Within ten (10) days from receipt of the written referral by the Board, it shall meet with the Association's Professional Rights and Responsibilities Committee Chairman and the Association's Negotiating Team for the purpose of arriving at a mutually satisfactory solution to the grievance. A decision shall be rendered within ten (10) days.

Any aggrieved person may be represented at all meetings and hearings at all levels of the grievance procedure by another teacher or by another person provided, however, that: the aggrieved person may in no event be represented by an officer, agent, or other representative of any teacher organization other than the Montabella Education Association and that the Association shall have the right to be present and to state its view at all levels of the grievance procedure after the first level.

F. General Principles:

1. It shall be the firm policy of the Board to assure to every teacher an opportunity to have unobstructed use of the grievance procedure, without fear of reprisal or without prejudice in any manner to his professional status.
2. The failure of an aggrieved person to proceed to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.
3. The failure of an Administrator at any step to communicate his decision to a teacher within the specified time limits shall permit the teacher or the Association to proceed to the next step.
4. It shall be in the practice of all parties in interest to process grievance procedures during such times as to not interfere with regular assigned duties, unless Association Representatives are released of these duties by the Superintendent.
5. A grievance may be withdrawn at any level without prejudice of record. However, if, in the judgment of the Montabella Education Association Representative or the Montabella Education Association PR&R Committee, the grievance affects a group of teachers, the PR&R Committee may process the grievance at the appropriate level.
6. Discipline of teachers will be subject to the grievance procedure set forth in this agreement; provided, however, that the Board's decision on the termination of the services of or failure to re-employ any probationary teacher on a third (3rd) year of probation will be final and not subject to grievance procedure.
7. Documents, Communications, or Records dealing with a grievance shall be filed separately from the personnel files of the participants.
8. Access shall be made available to records or information necessary to the determination and processing of the grievance.
9. Copies of all written decisions of grievances shall be sent to all parties involved and the Montabella Education Association Secretary.

ARTICLE XXII - Mediation

- A. If the Board, the aggrieved teacher, and the Montabella Education Association shall be unable to resolve any grievance, and it shall involve an alleged violation of a specific article and section of this Agreement, it may within ten (10) days after the decision of the Board be appealed to the mediation and fact-finding procedures established by Act 379, P.A. 1965. Such appeal shall be in writing and shall be delivered to the labor mediation board, and Board of Education within said ten (10) day period, and if not so delivered, the grievance shall be deemed abandoned

ARTICLE XXIII

Professional Study Committee

There is hereby established a Professional Study Committee composed of five (5) members, two (2) members selected by the Superintendent, and three (3) members selected by the Association.

The Association shall designate the chairman. The Professional Study Committee may recommend changes in the district's educational program.

Recommended Procedure:

- A. Recommended changes may be made to the Committee by:
 1. A teacher in the district.
 2. Superintendent
 3. Building principal
 4. Curriculum Committees
 5. Professional Associations

- B. Study Committee Responsibilities:
 1. Receive recommended changes.
 2. Refer changes for study to appropriate committee if study is needed.
 3. Review recommended changes from committees.
 4. Submit written recommendations to the Superintendent.

ARTICLE XXIV

Negotiation Procedures

- A. It is contemplated that terms and conditions of employment provided in this agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

- B. A reasonable time prior to expiration of the Agreement, upon request of either party, negotiations will be undertaken for an agreement covering the 1968-69 school year. Renegotiation of this agreement shall start no later than March 1, of the calendar year in which this Agreement expires.

- C. Neither party in any negotiations shall have any control over the selection of the negotiation 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, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, and make concessions in the course of negotiations.

- 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, including the imposition by the Association of professional sanctions to discourage teachers from working in the absence of an agreement between the two parties.

ARTICLE XXV

Miscellaneous Provisions

- A. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms of this Agreement and any individual contract hereafter executed shall be expressly subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.
- C. This Agreement shall supersede 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.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to the 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.
- E. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed, hereafter employed, or considered for employment by the Board or the Association will pay one-half ($\frac{1}{2}$) of the cost if they are printed in pocketbook size.
- F. Payday shall be at the close of each two (2) week period during the school year. School year only employees may elect the option of collecting their pay in 26 pays, the unpaid balance to be paid at the close of the school year.
- G. The Board of Education agrees to deduct money for not more than two (2) tax sheltered annuities plans selected by the Montabella Education Assn.
- H. Physical Examinations:
1. For the protection of children, the Board of Education shall require of each new employee a health report from a physician authorized to practice medicine under the laws of the state. This report must be filed at the Board office prior to the opening of school.

2. The Board of Education may request a teacher to obtain a physical examination from a recognized hospital or clinic. Such examination will be at the expense of the Board.
3. All employees shall submit a report of a negative chest x-ray prior to the opening of school each year.
 - a. Negative Tuberculin test reports will be accepted in lieu of X-Ray.
 - b. If the initial tuberculin test results in a positive reaction, it should not be accepted - a chest X-Ray must be obtained.
 - c. Any female employee in the first three or four months of pregnancy is advised to have her doctor's approval before having a chest X-Ray.
4. An employee of the Board of Education who is off duty for more than two (2) weeks may be required to present a statement of ableness to the principal upon return to work. This statement shall be made out by a physician authorized to practice medicine under the laws of the state.

I. Birth Certificate:

1. Every teacher, upon employment, shall be required to present a birth certificate or other legal evidence attesting to date of birth which shall be recorded and made a part of the personnel file.

- J. If any provisions of this Agreement or any application of this 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.

SCHEDULE A

Salary Schedule

Step	Index	A. B.	Index	M. A.
1	1.00	\$5700.	1.08	\$6156.
2	1.035	5899.50	1.12	6384.
3	1.07	6099.	1.16	6612.
4	1.11	6327.	1.20	6840.
5	1.15	6550.	1.25	7125.
6	1.20	6840.	1.30	7410.
7	1.25	7125.	1.35	7695.
8	1.30	7410.	1.405	8008.
9	1.35	7695.	1.46	8322.
10	1.40	7980.	1.515	8636.

SCHEDULE A-1

Additional Compensation for Extra Duties

Positions will be assigned by supplemental contract without tenure. Percentage remuneration shall be based on bachelors degree level salary schedule.

Title of Position	Percentage	Amt. in Dollars
Counselor	4%	(1 wk. longer)
Cheerleader Sponsor	2%	
Dramatics (2 plays)	4%	
Band Director (1 only)	9%	
Choral Director- Sr. High		\$150.00
Choral Director - Jr. High		150.00
Choral Director - Elementary		150.00
Football: Varsity	9%	
Asst. Coach	5%	
Jr. Varsity	5%	
Jr. High	3%	
Basketball: Varsity	9%	
Jr. Varsity	5%	
Freshmen	4%	
Jr. High	3%	
Baseball: Varsity	5%	
Track: Varsity	5%	
Golf:	4%	
Girls Basketball		250.00
Ticket taking per night		4.00
Timer at games per night		5.00
Scorekeeper at games per night		5.00

ARTICLE XXVI

Duration of Agreement

This Agreement shall be effective as of July 1, 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 _____
President

By _____
President

By _____
Secretary

By _____
Secretary

By _____
Chairman, Negotiating Committee

By _____
Member

By _____
Negotiating Committeeman

By _____
Member

By _____
Negotiating Committeeman

By _____
Member

By _____
Negotiating Committeeman

By _____
Member

By _____
Negotiating Committeeman

By _____
Member

Dated this _____ day of
_____, 1967.