

6-30-74

Montabella

PROFESSIONAL AGREEMENT

Between

MONTABELLA EDUCATION ASSOCIATION

AND

MONTABELLA COMMUNITY SCHOOLS BOARD OF EDUCATION

Edmore, Mi. 48829

1973-74

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T A B L E O F C O N T E N T S

ARTICLE		PAGE
I	Recognition	1
II	Association and Teacher Rights	1
III	Rights of Board of Education	2
IV	Deductions for Professional Dues	3
V	School Day and Calendar	3
VI	Class Size	4
VII	Qualifications and Assignments	5
VIII	Vacancies, Promotions and Transfers	5
IX	Leaves of Absence with Pay	6
X	Leaves of Absence Without Pay	7
XI	Teacher Evaluation	8
XII	Professional Behavior	9
XIII	Professional Improvement	10
XIV	Reductions in Personnel and Annexations and Consolidation of Districts	10
XV	Continuity of Operations	11
XVI	Professional Compensation	11
XVII	Special Teaching Assignments	12
XVIII	Student Discipline	12
XIX	Insurance	14
XX	Professional Grievance Procedure	15
XXI	Mediation	17
XXII	Professional Study Committee	18
XXIII	Negotiation Procedures	18
XXIV	Miscellaneous Provisions	19
XXV	Salary Schedule A	21
	Schedule A-1	22
XXVI	Duration of Agreement	23
	INDEX	24

MONTABELLA BOARD OF EDUCATION AND EDUCATION ASSOCIATION

M A S T E R C O N T R A C T

1973-74

This Agreement entered into this _____ day of _____, 1973, 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, 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 teacher shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful 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 encourage, 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 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 without cost. All meetings of the Association within the school building shall receive previous consent from the Superintendent's Office in order to assure no conflict in previously scheduled meetings for the same room at the same time. Weekday activities commencing after 5:00 p.m. and all week-end activities which involve the use of school facilities are to be scheduled through the 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.

- H. 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 should 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 except when the same shall interfere with effective teaching or bring discredit upon the Montabella Education Association or the Montabella Community Schools. 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, or 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. Deduction of membership dues shall be made for one (1) regular pay check each month for ten (10) months beginning in September 1973 and ending in June 1974. A teacher joining the school system the second semester will have dues deducted in five (5) installments.

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 school activities be encouraged. It is further agreed that teachers will be required to attend an annual openhouse 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 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.
- H. Calendar for the school year will be framed with the following references:
- (1) Opening and closing of School:
 - School shall open on August 27, 1973
 - School shall close on May 31, 1974
 - Pre-School Conference shall be held on August 23 & 24, 1973
 - (2) Length of School Year:
 - There shall be one hundred eighty (180) attendance days.
 - There shall be one hundred eighty-six (186) work days and five (5) evenings of assigned duties. Every attempt will be made to leave the calendar as planned. Before any changes are made the Association will be consulted. Work days include days set aside for Pre-School Conferences, Parent-Teacher Conferences, and correcting examinations, as well as days when students are in attendance.
 - (3) Attendance days missed because of snow, bad roads, etc.:
 - 2 Attendance Days Missed-No Action
 - 3-4 Attendance Days Missed-1 night of work or 1 inservice meeting
 - All Attendance Days Missed over 4 are to be made up during the time set aside for Spring Vacation, Saturdays, or after May 31.

ARTICLE VI

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 1973-74, every effort will be made to bring classes to an acceptable number as dictated by best interest 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 students and teachers 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 VII

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 VIII

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, it will be announced in the "Teacher-Employee Notice." This will include a general statement of duties and qualifications. During summer months, four (4) members of the Association will be notified including President, Vice-President, Secretary and Treasurer.
- 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 and 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 to 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 the best interest 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.
- F. The promotion or failure to promote any teacher to a supervisory position which shall become vacant during the course of this contract shall not be subject to the grievance procedure, it being expressly understood that the Board's right to select its own supervisors is solely within its discretion.

ARTICLE IX

LEAVES OF ABSENCE WITH PAY

- A. Every regularly employed, full-time teacher, excluding those on leave of absence, 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.
 - (2) A maximum of five (5) days may be used for illness in the immediate family (spouse, children, parents, parents-in-law).
 - (3) A maximum of five (5) days may be used for bereavement in the immediate family.
 - (4) A maximum of two (2) days may be used to attend the funeral of a friend or relative.
 - (5) 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 twenty-four hours (24) before the absence in case of personal business or after the absence in case of serious illness, death or tragedy. Personal business leave shall be used only in situations or 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.

- (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 ypay 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. (see item (7)). (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.
- (7) Teachers called for jury service are to receive the equivalent of one day's pay for one day served. The amount received from the court (mileage excepted) is to be refunded to the school.

ARTICLE X

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 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.
 - (6) All leaves shall be for 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 other 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 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 XI

Teacher Evaluation

- A. In evaluating the work of teachers, the Board agrees to the following:
 - (1) All monitoring or observation of work performance of a teacher shall be conducted openly and with full knowledge of the teacher. A maximum time for each observation shall be for a period of not more than one hour.
 - (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. Each teacher's personnel file shall contain the following minimum items of information: Annual T.B. report and required medical information---All teacher evaluation reports---

---letters of commendation---transcript of academic record---
Tenure recommendation---Record of voluntary curricular activities.

- (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 of receipt of said complaint.
- (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.
- (8) Teacher Evaluation Form shall appear as set forth in The Teacher and Employee Handbook.

ARTICLE XII

Professional behavior

- A. Teachers are expected to comply with 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 refuse to carry out an order which threatens physical safety or well-being.
- 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.

*Appears in Teacher and Employee Handbook following the Teacher Evaluation Form.

- 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 XIII

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 XIV

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 XV

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 these 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 this Agreement, directly or indirectly, engage in or assist in any strike, as defined by Section I of the Public Employment Relations Act.
- 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 school open in event of severe inclement weather or when otherwise prevented by an act of God and nothing shall require teachers to report for work in such circumstances.

ARTICLE XVI

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. Newly employed teachers shall upon sufficient proof of outside teaching experience be given credit for each year of outside teaching experience up to a maximum of six (6) years provided this experience has been after the provisional certification was issued and the bachelors degree earned. Teaching experience in the amount of six (6) years shall be confined to any graded school district in the State of Michigan and such other experience as the Board may determine. A maximum of one (1) year credit for outside experience will be given newly employed teachers whose previous experience has been without a degree or provisional teaching certificate.

It is expressly understood that the above paragraph shall apply only to newly employed teachers; any other provision of this contract to the contrary not withstanding.

- 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. The two (2) years are included in the six (6) years noted in Section B of this Article. 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 XVII

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. Salary or hourly rates for summer and evening school teaching employment shall be determined by mutual agreement between the Board and the teachers employed.
- C. 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 XVIII

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 deterrant 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 avail-

able 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(s) 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 Workmens' 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 Workmens' Compensation disability payments.
- E. Complaints directed toward a teacher shall be called to the 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 XIX

Insurance

- A. The Board provides Workmen's Compensation and fleet insurance which covers pupils riding with teachers on special trips.
- B. The Board will also provide up to \$45.00 per month for MEA Family Insurance and up to \$19.04 per month for MEA Single person insurance. Various coverages may be applied under the Option 4 Plan which includes Health, Life, Income Protection or Major Medical coverage. To be eligible for this allowance teachers must join during an OPEN ENROLLMENT PERIOD.
- C. Group Long Term Disability Insurance contracted through Union Mutual Life Insurance Company will be provided by the Board for all teachers through age 65.

ARTICLE XX

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.

E. Rights to Representation:

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 XXI - 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 XXII

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

- C. Responsibilities of Superintendent
 - 1. Submit in writing action taken on recommendation

ARTICLE XXIII

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 1974-75 school year.

- 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 as well as the Board of Education, 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.
- E. There shall be three (3) signed copies, for the purpose of record, of the final Agreement, one retained by the Board, one by the Superintendent, and one by the Association.
- F. Representatives of the Board and the Association's bargaining committee will meet by request of either party for the purpose of reviewing the administration of the contract, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure. Each party will submit to the other, before the meeting, an agenda covering what they wish to discuss. All meetings between the parties will be scheduled to take place as promptly as possible at times when the teachers involved are free from assigned instructional responsibilities, unless otherwise mutually agreed.

ARTICLE XXIV

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 Association.

H. Health Examinations:

1. For the protection of children, the Board of Education shall require of each 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 T.B. Test.
4. An employee of the Board 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. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

SCHEDULE A

Salary Schedule

1973-74

YEAR	AB	MA	MA + 15*
1	\$8,200	\$8,800	\$8,900
2	8,595	9,214	9,316
3	8,990	9,628	9,732
4	9,385	10,042	10,148
5	9,780	10,456	10,564
6	10,175	10,870	10,980
7	10,570	11,284	11,396
8	10,965	11,698	11,812
9	11,360	12,112	12,228
10	11,755	12,526	12,644
11	12,150	12,940	13,060
12	12,545	13,354	13,476

Plus Disability Insurance after ninety (90) days

Plus MEA Insurance allowed up to \$45.00 per month for Family Insurance and up to \$19.04 for single person insurance. (Where man and wife are both working in the system, only one can qualify for "family" insurance.)

TERMINAL PAY

- A. A Terminal payment of eight dollars (\$8) per day for up to forty (40) days of unused sick leave will be granted for employees leaving the district after at least fifteen (15) years of service to the district.
- B. A Terminal payment of twelve dollars (\$12) per day for up to fifty (50) days of unused sick leave will be granted to employees leaving the district after twenty-five (25) years of service to the district.

*The 15 hours must have been earned after the Master Degree was conferred.

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.

<u>TITLE OF POSITION</u>	<u>PERCENTAGE</u>	<u>SET AMOUNT</u>
Band Director: High School	9%	
Junior High	5%	
Choral Director: High School		\$150
Jr. High		150
Elementary		150
Dramatics - 2 plays	4%	
Guidance Counselor	4%	
Yearbook	3%	
Organizations: F.B.L.A.		100.
F.H.A.		400
National Honor Society		50
Spanish Club		100
Cheerleader Sponsor:		
High School	3%	
Junior High		100
ATHLETICS:		
Baseball: Varsity	5%	
Junior Varsity	3%	
Basketball: Varsity	9%	
Jr. Varsity	5%	
Freshman	4%	
Junior High	3½%	
Cross Country	4%	
Football: Varsity	9%	
Assistant Varsity	5%	
Jr. Varsity	5%	
Assistant Jr. Varsity	3½%	
Girls Basketball	5%	
Golf	4%	
Track	5%	
Wrestling	7%	
Ticket taking - per night		\$6
Timer - Per night		\$6
Scorekeeper - per night		\$6

Guidelines for Five Evenings of Work

1. Evening bus trips: such shall count as one full evening of work and every effort will be made to arrange for two chaperones to ride each bus. In the event a chaperone suddenly finds for reasons of emergency that he is unable to fulfill his duties it shall be his responsibility to find a suitable replacement. Chaperones do not necessarily have to come from the teaching staff but must be a person acceptable to the administration. In establishing a schedule of bus chaperones for evening trips, teachers will first be given an opportunity to volunteer for those dates they are willing to work. If after a specified period of time the junior high and/or the senior high principal finds there are still dates for which no chaperones have been scheduled, the names of faculty members from both the junior high and senior high shall be put into a single lottery and those names drawn shall subsequently be assigned by the building principal.
2. Scoring and ticket taking: Such shall be a paid duty. Pay shall be at the rate of \$6.00 per worker per evening. Such may count as an evening of work in the event that no other means exists or did exist during the year for a teacher to complete the assigned five nights of work.
3. No credit for evenings of work shall be given for a class sponsorship. Credit may be given, however, at the discretion of the building principal for an activity or work which comes as the result of one's being a class sponsor.
4. Every effort will be made to have a minimum of three chaperones for high school dances. These chaperones do not necessarily have to come from the faculty but must be approved by the administration. Parents shall be used whenever possible.
5. A bookfair approved by the building principal may count as an evening of work.
6. One open house approved by the principal may be counted as an evening of work.
7. Evenings worked for parent-teacher conferences may be counted as an evening of work.
8. Elementary teachers may receive credit for an evening of work for the purpose of ordering supplies. This evening of work must have the approval of the building principal.
9. Credit for an evening of work will be given to elementary teachers for their work in the music program.

ARTICLE XXVI

Duration of Agreement

This Agreement shall be effective as of July 1, 1973, and shall continue in effect until June 30, 1974. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

MONTABELLA EDUCATION ASSOCIATION

MONTABELLA 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 _____, 1973.

Dated this _____ day
of _____, 1973.

I N D E X

A		E	
Ableness, Statement of	20	Effective Dates of Contract	23
Act of God	11	Equipment	2,4
Administrative Positions	5	Evaluation, Teacher	8
Adult Education Assignments	12	Experience, Credit for Outside	11
Aggrieved Person	15	Expulsion of Students	13
Annexations	10	Extra-Curricular Activities	4,12
Annuities	20	Extra Compensation	22
Armed Services:	12		
Leave without pay	3		
Assaults	13		
Assignments	5,12	F	
		Free Period	3
B			
Band Director	22		
Birth Certificate	20	G	
Board of Education	2	Grievance Procedure	15
Building, Use of	1		
		H	
C		Health Examination	20
Calendar	3,4	Health Insurance	14
Class Load	4	Health Leave	8
Class Size	4		
Changes in Contract	19		
Cheerleader Sponsor	22	I	
Choral Director	22	Individual Contract	9,19
Coaching	22	Insignia	2
Code of Ethics	2,9	Insurance	14
Compensation, Professional	11		
Complaints of Teachers	9,13	J	
Continuity of Operation	11	Jury Duty	7
Consolidation	10		
Contract, Annual	9,19	L	
Curriculum Committee	18	Leave for Research	8
		Leave for Study	8
		Leave for Travel	8
D		Leave of Absence With Pay	6
Discipline	12,13	Leave of Absence Without Pay	7
Dismissal Time	3	Letters of Commendation	9
Dramatics	22		
Dues, Deduction of	3		
Duration of Agreement	23	M	
		Master Contract, Copies of	19
		Maternity Leave	8
		Mediation	17
		Mileage	12
		Military Service	8, 7, 12

N		S	
Negotiation Procedure	18	Safety	13
Notice Posting	2	Salary Schedule A	21
		Salary Schedule A-1	22
		School Day	3
O		School Facilities	2
Operation, Continuing of	11	School Year	4
		Scorekeeper	22
		Sick Leave	6,10
		Special Teaching Assignments	12
P		Starting Time	3
Paydays	19	Strike	11
Personal Days	7	Student Discipline	12
Personal Life	2	Study Committee Responsibility	18
Personnel File	8	Substitute Teachers	12
Personnel Reduction	10	Summer School	12
Physical Examination	20	Supplies	4
Pregnancy	8,20	Suspension of Students	13
Preparation Time	3		
Printing and Publishing	19	T	
Professional Behavior	9,10	T.B. Report	8,20
Professional Compensation	11	Teacher Evaluation	8,9
Professional Dues	10	Tenure Recommendation	9
Professional Improvement	10	Ticket Takers	22
Professional Study Committee	18	Transcript of Records	9
Promotions	5	Transfers	5
Property Damage	13		
Public Office	8	V	
		Vacancies	5
Q		Voluntary Curricular Activities	9
Qualifications	5		
		W	
R		Weekday Activities	1
Recognition	1		
Records, Availability	2		
Rights	1		