

1968

Crystal Falls  
(Forest Park)

1967-68

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LABOR AND INDUSTRIAL  
RELATIONS LIBRARY  
Michigan State University

A CONTRACT AGREEMENT

between

THE BOARD OF EDUCATION  
representing  
FOREST PARK SCHOOL DISTRICT

AND

THE TEACHERS' ASSOCIATION  
of the  
FOREST PARK SCHOOL DISTRICT

Central Office: Crystal Falls, Michigan

Forest Park School District

#2 - No  
#3 - ?  
#4 - No  
#5 - Yes

OFFICE OF PROFESSIONAL NEGOTIATIONS  
Michigan Education Association

MEA  
1216 Stendale  
East Lansing, Mich.  
48823

SIGNATURES FOR THE ASSOCIATION:

President \_\_\_\_\_ dated \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURES FOR THE BOARD OF EDUCATION:

President \_\_\_\_\_ dated \_\_\_\_\_  
Secretary \_\_\_\_\_

## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	Resolution	1
I	Recognition	2
II	Association and Teacher Rights	3
III	Rights of the Board	5
IV	Deductions for Professional Dues	6
V	Teaching Hours and Class Load	7
VI	Special Student Program	8
VII	Teaching Conditions	9
VIII	Qualifications and Assignments	11
IX	Vacancies, Promotions and Transfers	12
X	Illness or Disability	13
XI	Personal Business	14
XII	Sabbatical Leave	15
XIII	Unpaid Leave of Absence	16
XIV	Academic Freedom	17
XV	Teacher Evaluation	18
XVI	Professional Behavior	19
XVII	Professional Improvement	20
XVIII	Maintenance of Standards	21
XIX	Reductions in Personnel and Annexations and Consolidations of Districts	22
XX	Continuity of Operations	23
XXI	School Calendar	24
XXII	Professional Compensation	25
XXIII	Special Teaching Assignments	26
XXIV	Terminal Leave	27
XXV	Student Discipline and Teacher Protection	28
XXVI	Insurance Protection	30
XXVII	Professional Grievance Procedure	31
XXVIII	Curriculum Review Committee	33
XXIX	Professional Study Committee	34
XXX	Negotiation Procedures	35
XXXI	Miscellaneous Provisions	36
	Schedule A (School Calendar)	
	Schedule B (Salary Schedule)	
	Schedule C (Professional Grievance Report)	

This Agreement entered into this 21st day of August, 1967, by and between the Forest Park School District with the Board of Education office in the Township of Crystal Falls, Michigan, hereinafter called the "Board", and the Forest Park 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 the Forest Park School District 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 the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties 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 and supervisors within the meaning of the Public Employment Relations Act. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any 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 terms 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. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefor. No charge shall be made for use of school rooms before the commencement of the school day nor until 6 P.M.
- D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- E. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all type of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable 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 teacher bulletin boards, at least one of which shall be provided in each school building. 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 agrees to furnish to the Association in response to reasonable request from time to time all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including county allocation board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- H. Teachers shall be entitled to full right 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.
- I. 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.
- J. 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 THE BOARD

The Association recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.

ARTICLE IV

DEDUCTIONS FOR PROFESSIONAL DUES

- A. Teachers may at any time sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the National Education Association and the Michigan Education Association). Such authorization shall continue in effect unless subsequent to June 1st and prior to September 15 of any year, such authorization is formally revoked by the teacher in writing and copies thereof are delivered to the Association and the Board.
  
- B. The deduction of membership dues shall be made from one regular pay check each month, for ten (10) months, beginning in September and ending in June of each year and the Board agrees promptly to remit to the respective Associations all moneys so deducted, accompanied by a list of teachers from whom the deductions have been made.

ARTICLE V

TEACHING HOURS AND CLASS LOAD

- A. A teacher's duty day will be of seven hours' duration.
- B. Each teacher will have the equivalent of forty (40) to fifty-five (55) minutes for preparation purposes each day in the departmentalized grade levels of the school district. Those teachers instructing in self-contained classrooms will receive an equivalent amount of preparation time through the practice of early dismissal in grades K through 4. This dismissal will be thirty (30) to thirty-five (35) minutes earlier in the afternoon than departmentalized levels. Teachers in self-contained classrooms will share recess supervision duties to allow for the remainder of preparation time equivalent to teachers in departmentalized classes.
- C. All time during the seven hour day is considered duty time. The time from the teacher's expected morning arrival until the beginning of classes is for classroom supervision of arriving pupils. The time following the teacher's last class of the day until the close of the teacher's day should be used for preparation of classwork, guidance of individual pupils, meetings, with parents, teachers, and administrators, and other purposes associated with work for the school district. Teachers may use a reasonable part of their preparation time and a part of that time following the last class of the day as rest time.
- D. On days when a decision is made not to run school buses due to extreme cold or snowstorms, teachers will be expected to report for work at such time that walking and driving conditions permit their arrival.
- E. A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including mediation, shall be released from regular duties without loss of salary.

ARTICLE VI

SPECIAL STUDENT PROGRAM

- A. The parties recognize that children having special physical, mental and emotional problems may require specialized classroom experience and that their presence in regular classrooms may interfere with the normal instructional program and place extraordinary and unfair demands upon the teacher. Special attention will be given to reducing class size where special students are placed in a regular classroom.

ARTICLE VII

TEACHING CONDITIONS

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.

- A. The desirable maximum class size per teacher shall be recognized as twenty-five (25) pupils. Variations in class size are dependent upon facilities, furniture, activities, subject areas, type of pupils being taught, and scheduling problems. For effective instruction it will be necessary in some instances to lower the maximum of twenty-five (25) and in others to increase beyond that number. Teachers who feel they are being overloaded may appeal. The teacher effected, and representatives of administration and the Association, will jointly try to work out a satisfactory solution to any appeal of overloading a class.
- B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement all joint decisions thereon made by its representatives and the Association. The Board agrees at all times to keep the schools reasonably equipped and maintained within the financial limitations of the school district.
- C. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide a teacher reference library in each school in the district and include therein all texts which are reasonably requested by the teachers of that school.
- D. The Board agrees to make available in each school adequate typing, duplicating, stencil and mimeograph facilities and clerical personnel to aid teachers in the preparation of instructional material.

- E. The Board shall provide:
1. A separate desk for each teacher in the district with lockable drawer space.
  2. Suitable closet space for each teacher to store coats, overshoes and personal articles.
  3. Adequate chalkboard space in every classroom.
  4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
  5. A complete and unabridged dictionary in every classroom.
  6. Adequate storage space in each classroom for instructional materials.
  7. Adequate attendance books, paper, pencils, pens, chalk, erasers, and other such material required in daily teaching responsibility.
- F. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.
- G. The Board shall make available in each school adequate lunchroom, restroom and lavatory facilities exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge. Provision for such facilities, including smoking, will be made in all future building.
- H. Telephone facilities shall be made available to teachers for their reasonable use.
- I. Upon the request and at the expense of the Association, vending machines shall be installed in the teacher's lounge and teacher's lunchroom area. The proceeds from all such machines shall be placed in a student scholarship fund created for that purpose. Said scholarship fund shall be administered by the Association.
- J. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

ARTICLE VIII

QUALIFICATIONS AND ASSIGNMENTS

- A. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university.
- B. The hiring of teachers will be consistent with the certification code of the State Board of Education.
- C. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study and the Association shall be so notified in each instance.
- D. All teachers who request it shall be given written notice of their schedules for the forthcoming year no later than the preceding first day of June. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teachers' schedules be made later than the 15th day of August preceding the commencement of the school year, unless an emergency situation requires same.
- E. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Schedule: B, and summer school courses, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to teachers regularly employed in the district.

## 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. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the superintendent in his reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the normal school year at which time the position will be considered vacant.
- C. Due consideration shall be given by the Board for the filling of vacancies from within its own teaching staff. Whenever a vacancy arises or is anticipated, the superintendent shall promptly notify the Association which shall solicit applications from interested teachers, and shall promptly advise the superintendent of applicants for such position. Vacancies shall be filled on the basis of the experience, competency and qualifications of the applicant, length of service in the district, and other relevant factors. An applicant with less service in the district shall not be awarded such position unless his qualifications shall be substantially superior. "Service" in the district, for purposes of this Agreement, shall mean continuous employment in a school of the district, including substitute service, irrespective of tenure status, and shall include all periods when the teacher was on sabbatical or professional leaves of absence.
- D. An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the instructional program. The superintendent shall notify the affected teacher and the Association of the reasons for such transfer. If the teacher objects to such transfer for the reasons given, the dispute may be resolved through the professional grievance procedure.
- 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

ILLNESS OR DISABILITY

- A. At the beginning of each school year each teacher shall be credited with ten (10) days sick leave allowance to be used for absences caused by illness or physical disability of the teacher. The unused portion of such allowance shall accumulate from year to year up to 100 days. Other uses include:
1. Quarantine of the teacher in case of contagious diseases with the quarantine imposed by the proper health authorities.
  2. Illness or death in the immediate family. The immediate family to include wife, husband, or children. Also father, mother, sister, brother and grandparents. Also to include the in-laws comparable to any of the above relationships.
- B. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness up to one year. Upon the teacher's written request, consideration will be given by the Board for renewal of the leave of absence for a longer period of time.
- C. Following a leave as defined in "A" above, a teacher will complete a request for reimbursement on a form supplied by the office of the superintendent.

ARTICLE XI

PERSONAL BUSINESS

- A. At the beginning of every school year each teacher shall be credited with two (2) days to be used for the teacher's personal business. A teacher planning to use a personal business leave will notify the superintendent in writing at least two days in advance, except in cases of emergency. The notification will state the nature of the business for which the reimbursed leave is to be taken.
- B. Personal business leave days not used by a teacher will accumulate as additional sick leave days at the close of each school year until the sick leave accumulative maximum is reached.
- C. The purpose of personal business leave days is to permit a teacher to carry on activity that requires the personal presence of a teacher during the school day and is of such a nature that it cannot be attended to when schools are not in session.
- D. Personal business leaves will not be taken within the two days preceding or following a holiday or vacation period.
- E. A teacher called for jury duty or to give testimony before a judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.

ARTICLE XII

SABBATICAL LEAVE

- A. Consideration for the setting up of a sabbatical leave policy should be given during the ensuing contract year with the possibility of such a policy going into effect during the 1968-69 school contract year.

ARTICLE XIII

UNPAID LEAVE OF ABSENCE

- A. Teachers leaving the school district for maternity, service to the Association, campaigning or serving the public office, Teacher, Peace, or Job Corps, will be given full consideration for reinstatement at that teacher's request when a position opens in the school district for which he is qualified.
- B. A teacher inducted into the Armed Forces will be reinstated upon his return according to the laws governing this situation.

ARTICLE XIV

ACADEMIC FREEDOM

- A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.
- B. Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning subject only to accepted standards of professional educational responsibility.
- C. Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

ARTICLE XV

TEACHER EVALUATION

- A. The work performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated not less than three times during the school year; one month following the teacher's commencement of service, two months after the teacher's commencement of service, and ninety days prior to the end of the probationary school year. Tenure teachers shall be evaluated at least once in every two years.
- B. Evaluations shall be conducted by the teacher's immediate supervisor or an administrator working in the same building or otherwise familiar with the teacher's work, who shall be designated by the Board.
- C. Each observation shall be made in person for a minimum of thirty consecutive minutes. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited.
- D. A copy of the written evaluation shall be submitted to the teacher at the time of such personal interview or within ten 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.
- E. No later than March 15 of each probationary year the final written evaluation report will be furnished to the superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the superintendent. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons therefor in writing with a copy to the Association if requested by the teacher, and provide for a hearing if requested.
- F. Each teacher shall have the right upon request, to review the contents of his own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

ARTICLE XVI

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 by any teacher 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 being reprimanded, warned or disciplined 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. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of performance asserted by the Board or representative thereof shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Association.

ARTICLE XVII

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 on advanced degrees or special studies and participation in community educational projects.
- B. At the request of the Association, or on the Board's initiative, arrangements shall be made for after-school courses, workshops, conferences and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualification to participate in the presentation of such programs. All teachers desiring to attend shall be allowed to do so.

ARTICLE XVIII

MAINTENANCE OF STANDARDS

- A. All conditions of employment, including teaching hours, extra compensation for work outside regular teaching hours, relief periods, leaves, and general working conditions shall be maintained at not less than the highest minimum in effect in the district at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein.
  
- B. The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior negotiation with the Association.

ARTICLE XIX

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 recognition of the Association and 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. 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 XX

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 operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by mediation the parties have removed the basic cause of work interruptions during the period of this agreement.
  
- B. Both parties agree to abide by the regulations of the Public Employment Relations Act of 1965.

ARTICLE XXI

SCHOOL CALENDAR

- A. For the term of this Agreement the school calendar shall be as set forth in schedule A. When the Board finds it necessary to make changes in the calendar the Association shall be notified and their opinions given due consideration.

ARTICLE XXII

PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule B 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 full credit on the Salary Schedule set forth in Schedule B for six (6) years of outside teaching experience in any school district in the State of Michigan and other teaching experience for which credit is allowed.
- C. For each unit of six semester hours of credit earned at an NCAT accredited college or university beyond the bachelor's degree, not to exceed 30 hours whether earned prior or subsequent to employment by the Board, \$42 shall be paid annually in addition to the teacher's base salary.
- D. The Salary Schedule is based upon the regular school calendar as set forth in Schedule A and the normal teaching load as defined in this Agreement. For classroom assignments in excess of the regular school calendar and the normal teaching load, teachers will be compensated at their individual hourly rates.
- E. A teacher's daily rate is 1/190th of his basic school year salary. The hourly rate is 1/7th of the daily rate.
- F. Teachers assigned to extended instruction beyond the 38 week year (usually called summer employment) will be paid on an hourly rate up to a maximum seven hour day on duty. The seven hour day is mandatory for full daily pay.

ARTICLE XXIII

SPECIAL TEACHING ASSIGNMENTS

- A. Assignments for the Adult Education, Driver Education and Summer School programs will be made by the Board on the basis of preference to teachers possessing permanent teaching certificates regularly employed in the district during the normal school year. Teachers shall be compensated for teaching in any of such programs at not less than their hourly rate, calculated on the basis of the last normal teaching year.
  
- B. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:30 A.M. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. Substitutes shall be paid for a regular teaching day of not more than seven (7) hours, the sum of \$22.50 per day.

ARTICLE XXIV

TERMINAL LEAVE

- A. The matter of working out a satisfactory Terminal Leave Policy shall be given serious consideration by the Board of Education and the Teachers' Association during the 1967-68 school year. It is to be hoped that such a policy will be made operative during the 1968-69 school year.

ARTICLE XXV

STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. Since the teacher's authority and effectiveness in his classroom are undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counsellors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibility with respect to such pupil.
- 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.
- C. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident.
- D. 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. When a teacher has one or more pupils in class who constitute serious behavioral problems appropriate recognition shall be given by way of reduced class size, greater or more frequent relief periods, or additional compensation as agreed between the Board and the Association.
- E. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

- F. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his employment (action not in violation of Board policy), the Board will provide legal counsel and render all necessary assistance to the teacher in his defense.
- G. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- H. 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.

ARTICLE XXVI

INSURANCE PROTECTION

The Board shall pay the cost of a single contract for basic comprehensive hospital, surgical and medical benefits for each full time regularly employed teacher in a group plan.

Specifically, for 1967-68 the following amounts will be paid:

BLUE CROSS-BLUE SHIELD

Semi A	\$8.48
Semi B	\$8.87
Semi C	\$9.24
Semi D	\$9.24

MEA GROUP

Plan I	\$8.80
Plan II	\$9.30

ARTICLE XXVII

PROFESSIONAL GRIEVANCE PROCEDURE

- A. A claim by a teacher or the Association that there has been a violation misinterpretation or misapplication of any provision of this Agreement or any rule, order or regulation of the Board may be processed as a grievance as hereinafter provided.
- B. The grievant may invoke the formal grievance procedure on the form set forth in annexed Schedule C, signed by the grievant and a representative of the Association, which form shall be available for the Association representative in each building. A copy of the grievance form shall be delivered to the principal or supervisor. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by him.
- C. Within three (3) school days of receipt of the grievance, the principal or supervisor shall meet with the Association in an effort to resolve the grievance. The principal or supervisor shall indicate his disposition of the grievance in writing within three days of such meeting, and shall furnish a copy thereof to the Association.
- D. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within three school days of such meeting (or six school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the superintendent. Within five school days the superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within three school days of such meeting, and shall furnish a copy thereof to the Association.
- E. If the Association is not satisfied with the disposition of the grievance by the superintendent or his designee, or if no disposition has been made within three school days of such meeting (or six school days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next meeting or two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven days thereafter. A copy of such disposition shall be furnished to the Association.
- F. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to the Michigan Labor Mediation Board for fact finding purposes by one of their hearings officers as provided in the Public Employment Relations Act of 1965.

- G. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.
- H. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- I. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.

ARTICLE XXVIII

CURRICULUM REVIEW COMMITTEE

- A. There is hereby established a Curriculum Review Committee composed of six members, two members to be selected by the Association, two members to be selected by the Board, and two members who are not employed in the school system to be mutually agreed upon by the parties to represent the public. This committee shall systematically review at regularly fixed meetings teaching techniques, courses of study, textbooks, curriculum guides, pupil testing plans and similar materials and procedures in the light of the purposes, philosophy and educational goals of the district. Additional ad hoc committees may be established to review particular areas of the curriculum. The committees herein established shall investigate and submit recommendations to both the Board and the Association, but such report shall be deemed advisory only.
- B. On or before January 1, the committee shall submit reports dealing with the following:
1. How can an extensive program of educational research, experimentation, and innovation be developed?
  2. What are the distinctive responsibilities of the school, in contrast to those that are distinctive to the family, the church, industry, and various youth-serving agencies?
  3. How can schools make wise selections of content from the ever-growing body of available knowledge?
  4. How should the curriculum of the school be organized to give appropriate direction to the instructional process?

ARTICLE XXIX

PROFESSIONAL STUDY COMMITTEE

- A. There is hereby established a Professional Study Committee composed of four members, two members selected by the Board and two members selected by the Association. Additional Professional Study Committees may be established as required.
  
- B. The operating procedures and times for meetings shall be determined by the committee and reflected in its minutes. Chairmanship of the committee shall be rotated quarterly. A continuing purpose of the committee shall be to bring to the attention of the Board representatives matters of mutual concern which are deemed to require attention.

ARTICLE XXX

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 this Agreement, upon request of either party, negotiations will be undertaken for an agreement covering the 1968-69 school year.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- 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 to take any other lawful measures it may deem appropriate.

ARTICLE XXXI

MISCELLANEOUS PROVISIONS

- A. No polygraph or lie detector device shall be used in any investigation of any teacher or pupil.
- B. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, and added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- C. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this 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.
- D. 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.
- E. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- F. Copies of this Agreement shall be printed at the joint expense of the Board and the Association and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.

FOREST PARK SCHOOL DISTRICT  
SCHOOL CALENDAR 1967-1968

S	M	T	W	T	F	S
<u>September</u>						
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
<u>October</u>						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
<u>November</u>						
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
<u>December</u>						
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
<u>January</u>						
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
<u>February</u>						
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		
<u>March</u>						
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
<u>April</u>						
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
<u>May</u>						
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
<u>June</u>						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

<u>September</u>	5	Faculty Meeting
	6	Classes begin at regular time
		<u>18 membership days</u>
<u>October</u>	5,6	No classes - MEA conferences
		<u>22 membership days</u>
<u>November</u>	10	1st marking period
	22	Thanksgiving recess: dismiss at noon
	23,24	No classes
		<u>21 membership days</u>
<u>December</u>	22	Close at regular time
	25-Jan. 1	No classes
		<u>16 membership days</u>
<u>January</u>	2	Begin Classes at regular time
	19	2nd marking period (end of 1st semester)
		<u>23 membership days</u>
<u>February</u>		<u>21 membership days</u>
<u>March</u>	22	3rd Marking Period
		<u>21 membership days</u>
<u>April</u>	5	Close at regular time
	8-12	No classes
	14	Easter Sunday
	15	Reopen at regular time
		<u>17 membership days</u>
<u>May</u>	29	Close at regular time
	30,31	No Classes
		<u>22 membership days</u>
<u>June</u>	3	Reopen at regular time
	6	No classes. Teachers check records and mark cards.
	6	Commencement - 7:30 P.M.
	7	Students arrive 1:00 P.M. for cards.
		<u>4 membership days</u>

185 membership days - includes MEA Conference (2), Thanksgiving Day (1), New Year's Day (1), and Memorial Day (1).

184 days with teachers in attendance - includes Sept. 5, Oct. 5, 6, and June 6.

180 session days - with students & teachers in attendance - includes  $\frac{1}{2}$  day before Thanksgiving Day and June 7 when children are here only a half hour.

APPENDIX "B"

SALARY SCHEDULE 1967-68

<u>Years</u> <u>Experience</u>	<u>Factor</u>	<u>B.A.</u>	<u>Years</u> <u>Experience</u>	<u>Factor</u>	<u>M.A.</u>
0	1.00	\$5800	0	1.06	\$6148
1	1.04	6032	1	1.10	6380
2	1.08	6264	2	1.14	6612
3	1.12	6496	3	1.18	6844
4	1.16	6728	4	1.22	7076
5	1.20	6960	5	1.26	7308
6	1.24	7192	6	1.30	7540
7	1.28	7424	7	1.34	7772
8	1.32	7656	8	1.38	8004
9	1.36	7888	9	1.42	8236
10	1.40	8120	10	1.46	8468
			11	1.50	8700
			12	1.54	8932

1. College credit beyond the bachelor's degree and the provisional or permanent certificate will be credited at \$7.00/ semester hour/ units of six hours up to thirty (30) hours.
2. To receive additional pay for credit described in paragraph 1 above, substantial evidence in the form of official transcripts shall be placed on file in the office of the superintendent not later than September 1 of the school year. In an instance of late August summer sessions, other evidence may be presented by September 1 until the transcript is available.
3. Teachers shall be paid on alternate Fridays beginning September 8, 1967. During the school year, September 5 through June 7, teachers will receive paychecks in their individual school boxes designed for mail and announcements. During the summer months paychecks will be distributed from the main office in Crystal Falls. Any teacher who prefers the mailing of checks during the summer months will request this service in writing before leaving on June 7, 1967.
4. For the convenience of teachers, any one may request the full remaining amount of salary on the last payday of the fiscal year in June, 1968. No other payments are made in advance of the designated pay dates.

### EXTENDED SALARIES

In a few instances as enumerated below, teachers are given an extension of the 38 week contract year. In these instances, payment will be at an hourly rate based on the contract agreement in effect. The seven hour day is used for determining each teacher's hourly rate.

Extended salaries will be paid up to seven hours per day when the extended teaching contract stipulates a full day of work. The teacher will be on duty at the place of employment during the hours for which he is paid.

### Driver Education

Number of hours necessary to complete the program.

### Football

Number of weeks previous to school opening to meet requirements of MHSAA

Head Coach - 7 hour duty day  
Assistant Coaches - 2/3 of a 7 hour duty day

### Instrumental Music

One instructor - 2 weeks following school year (one of the two at Band Camp).

One week previous to the opening of school

One instructor (Junior High) - 1 week Band Camp.

For the week at Band Camp the salary received will be computed as a seven hour day. For the other weeks of extended instruction, the instructor will have a choice of a seven hour day on duty or less time if in the instructor's opinion the full seven hour day is not needed.

### Librarian

One week at the close of the year and one week previous to the opening of the school year. Length of the duty day to be determined by the librarian up to a maximum of seven hours.

EXTRA DUTY ALLOWANCE

1 Basketball - Head Coach .....	\$660.00
Completion of season including tournaments. Also includes one week during Christmas vacation.	
1 Basketball - Assistant Coach.....	414.00
Same schedule as Head Coach less tournament	
1 Football - Head Coach - seven weeks ;;;:.....	378.00
Through completion of 8 game schedule	
1 Football - Assistant Coach.....	220.50
Same as Head Coach.	
1 Football - Junior Varsity .....	220.50
Through completion of six game schedule.	
1 Tennis - through completion of final U.P. tournament ;.....	192.00
1 Track - through completion of final U.P. Track meet .....	210.00
1 Golf - through completion of final U.P. Golf meet .....	180.00
1 Forensics .....	150.00
1 School Newspaper.....	120.00
1 Tri-Hi-Y.....	141.00
1 Future Homemakers of America .....	141.00
1 Intramural - Girls. 8 weeks - two meetings per week.....	120.00
2 Saturday Basketball - Boys - one four-hour Saturday A.M. session per week .....	120.00 each
1 Junior High Basketball .....	177.00
Begin not later than three weeks before first scheduled game. Continue through last scheduled game. Christmas vacation practice at discretion of coach.	
1 Future Nurses of America .....	141.00
1 Athletic Scorer, Basketball - \$6.00 per night.....	48.00
1 Athletic Timer, Basketball - \$6.00 per night.....	48.00
4 Athletic Ticket seller-taker as needed at \$6.00 per night.....	90.00 each
1 Downbox Official - Football at \$6.00 per game.....	42.00
1 Varsity and Marching Band .....	192.00
1 Student Council Advisor.....	100.00
3 Senior Class Co-sponsors	
1 Chairman .....	144.00
1 Assistant .....	96.00
1 Yearbook Advisor.....	120.00
1 Junior Class Sponsor.....	132.00
1 Junior Class Sponsor .....	84.00
Assists with Prom decorations and management.	
1 Sophomore Class Sponsor.....	30.00
1 Freshman Class Sponsor .....	30.00
1 National Honor Society Advisor .....	48.00
1 Cheerleader Coach.....	30.00
1 Director and Business Manager of inter-scholastic athletics and supervisor of high school extra-curricular activities .....	360.00

APPENDIX "C"

PROFESSIONAL GRIEVANCE REPORT

School District \_\_\_\_\_ Grievance Number \_\_\_\_\_

School \_\_\_\_\_ Date of Violation \_\_\_\_\_

Date of Grievance \_\_\_\_\_

=====

Subject to provisions of the professional negotiations Agreement between the Board and the Association, I hereby authorize the representative or representatives of the Association recognized by the Board as my collective bargaining representative to process this request or claim arising therefrom in this or any other stage of the professional grievance procedure, including mediation, or to adjust or settle the same.

STATEMENT OF THE GRIEVANCE:

REMEDY REQUESTED:

Approved for processing:

\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant (Use reverse side for additional signature if more than one grievant)

Date \_\_\_\_\_

Principal's Disposition:

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Principal

Association's Disposition:

Satisfactory \_\_\_\_\_ Unsatisfactory \_\_\_\_\_

Date \_\_\_\_\_

Superintendent's Disposition:

Date \_\_\_\_\_

Association Disposition:

Satisfactory \_\_\_\_\_ Unsatisfactory \_\_\_\_\_

Date \_\_\_\_\_