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CAMDEN - FRONTIER SCHOOL

MASTER AGREEMENT

1967 - 1968

*Camden - Frontier School*

- 2. No
- 3. 6-30-68
- 4. No
- 6. No

MEA  
1216 Wendale  
East Lansing, Mich.  
48823



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CAMDEN-FRONTIER CHAPTER  
MASTER AGREEMENT

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## PROPOSED EDUCATION ASSOCIATION AGREEMENT

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1967 by and between the Camden-Frontier Board of Education of Camden, Michigan, hereinafter called the "Board", and the Camden-Frontier Chapter of the Michigan Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Camden-Frontier School is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service; and

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

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

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize;

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

1



## ARTICLE I

Recognition

A. The Board hereby recognizes the Camden-Frontier Chapter of the Michigan Education Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all full-time teachers, guidance counselors, and librarians employed or to be employed by the Board, but excluding supervisory and executive personnel. The term "teacher", when read hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and reference to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers' organization other than the Camden-Frontier Chapter of the Michigan Education Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, and provided that the Association has been given opportunity to be present at such adjustment.

C. Within ten days of the beginning of their first contract days, teachers may sign and deliver to the Board an assignment authorizing deduction of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and the laws of the United States.

C. In the event a position cannot be filled at the present salary schedule, no more than two teachers are to be hired above the schedule, and those teachers are to remain at that step until the salary and the schedule coincide. When more than two teachers are hired above schedule, the base is to be in-



## ARTICLE II

Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every full-time teacher employee of the Board shall have the right to organize, to join, and to support the Association for the purposes 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 first that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States and second 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, or his institution of any grievance, complaint or proceeding under this agreement or with respect to any term or conditions of employment.

B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, as provided in Sec 7 of Act 379 of Michigan Public Acts of 1965.

C. With prior approval of the Administration the Association and its members shall have the right and permission to use school building facilities at all reasonable hours for meetings. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin Boards in the Teachers' Lounge and teachers' mailboxes shall be made available to the Association and its members.

D. The Board agrees to furnish four copies to the Association, in response to reasonable requests from time to time, all information available to the residents of the district concerning the financial resources of the district, tentative budgetary requirements and allocations, and such other generally



available information as will assist the Association in developing accurate, informed, and constructive programs on behalf of the teachers and students, together with information which may be necessary to process any grievance or complaint with the exception of confidential records obtained from sources outside of the school system. The Board is not under obligation to undertake special studies or to call in outside consultants at the Board's expense in order to give to the Camden-Frontier Education Association information which is not readily available.

### ARTICLE III

#### Board Rights

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

- (1) To the executive management and administrative control of the school system, its properties and facilities, and the activities of its employees in the performance of their duties;
- (2) To hire all employees and subject them to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion; and to promote and transfer all such employees;
- (3) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students--all as deemed necessary or advisable by the Board:



- (4) To decide upon the means and methods of instruction,  
the selection of textbooks and other teaching materials,  
and the use of teaching aids of every kind and nature:
- (5) To determine class schedules, the hours of instruction,  
the duties, responsibilities, and assignments of teachers  
and other employees with respect to administrative and  
non-teaching activities, and the terms and conditions of  
employment.
- (6) In the event of an emergency, the Board shall have the  
right to extend the length of the teachers' contract to  
provide the required minimum number of instructional days  
in order to be eligible for State Aid under the laws of  
Michigan. The following shall be considered as an emergency;  
mechanical failures, bus breakdown, or other conditions which  
are above and beyond the control of the Board.

B. The exercise of the foregoing powers, rights authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and the laws of the United States.

C. In the event a position cannot be filled at the present salary schedule, no more than two teachers are to be hired above the schedule, and those teachers are to remain at that step until the salary and the schedule coincide. When more than two teachers are hired above schedule, the base is to be increased to the lowest amount paid above schedule. When any teacher is hired above schedule, the CFEA President shall be informed in a written communication.

D. The foregoing is subject to the provision of Public Act 379 of Michigan Public Acts of 1965 and the specific provision of this agreement.



## ARTICLE IV

Professional Compensation

## A. Salary Schedule

Base - \$5800

Increment - \$217.50

*	*	(a) 3 yrs.		(b) Bachelor		(c) Master	
<u>Step</u>	<u>Years</u>	<u>Inere.</u>	<u>Salary</u>	<u>Inere.</u>	<u>Salary</u>	<u>Inere.</u>	<u>Salary</u>
1	0	\$217.50	\$5365	\$217.50	\$5800	\$217.50	\$6235
2	1	217.50	5582.50	217.50	6017.50	217.50	6452.50
3	2	217.50	5800	217.50	6235	217.50	6670
4	3			217.50	6452.50	217.50	6887.50
5	4			217.50	6670	217.50	7105
6	5			217.50	6887.50	217.50	7322.50
7	6			217.50	7105	217.50	7540
8	7			217.50	7322.50	217.50	7752.50
9	8			217.50	7540	217.50	7975
10	9			217.50	7757.50	217.50	8192.50
11	10			217.50	7975	217.50	8410
12	11				8075 *		8510 *

\* For a BA or BS - \$8075 may be increased to a <sup>m</sup>maximum of \$8192.50

(For a MA or MS - \$8510 may be increased to a <sup>m</sup>maximum of 8627.50 contingent on 60% of the monies received from state aid due to increased enrollment over 803 pupils on the 4th Friday of September 1967. The money to be paid to the teachers in accordance with the contingency clause shall be paid at the end of the school year.



1. Base - \$5800: Salary = Base plus yearly increments (as stated on page 7, Article IV, section A)
2. Length of time: 180 days of student instruction plus two days for orientation and/ or record days if needed.
3. If a teacher is employed above the normal 37 weeks, his salary shall be derived in the following manner: (Ag., Band)

A = Number of days worked (180).

B = Salary on the above schedule

$A/180 \times B = \text{Salary}$

4. The Driver Education teacher shall be paid a minimum of \$3.50 per hour. This rate may be increased at the discretion of the Board.
5. As of September 1, 1966, the holder of a Permanent Certificate shall be granted \$10.00 per semester hour each year for professional growth courses taken after the above date. All teachers shall be paid only for hours earned while employed in this school. The courses taken must have prior approval by the Administration. The above professional growth policy will remain in effect until a Master's Degree has been obtained.



## B. Extra Services

The Board will recognize extra service rendered for the following at the given index to be added to the individual's contract.

F. H. A.	0.04
Adult Ag.	0.04
Advisors: 12th grade	0.04
11th grade	0.04
Plays Senior	0.03
Junior	0.03
Yearbook Advisor	0.04
Audio-Visual Coordinator	0.05
Bookstore Manager	0.05
Band Director	0.06 ( 36 weeks only)

## SPORTS

Assistant Athletic Director	0.03
Head Football Coach	0.10
Ass't. Football Coaches	0.07
Jr. High Football Coach	0.04
Head Basketball Coach	0.10
Ass't. Basketball Coaches	0.07
Jr. High Basketball Coach	0.04
Baseball Coach	0.05
Cross-Country Coach	0.05
Track Coach	0.05
G. A. A.	0.05

Salary = Present salary step X extra service index.



C. Deviation from Article IV, Section A and B, will be made only in the case of special need. In the event a position cannot be filled at the present salary schedule, no more than two teachers are to be hired above the schedule, and those teachers are to remain at that step until the salary and the schedule coincide. When more than two teachers are hired above schedule, the base is to be increased to the lowest amount paid above schedule. When any teacher is hired above schedule, the CFEA president shall be informed in a written communication.

D. Recognizing that the professional improvement of the teacher is beneficial to the school system and should be encouraged, each teacher shall be allowed to attend seminars and professional workshops, or have inservice training, approved by the Administration, with compensation made to cover the expense incurred by the teacher.

E. A teacher or a representative participating during the school day in any professional grievance negotiation, including mediation, shall be released from regular duties without loss of salary.

F. Teachers shall be released from regular duties without loss of salary for the purpose of participating in area or regional meetings of Michigan Education Association, as approved by the Superintendent of Public Instruction. The teachers must be in attendance at the area or regional meetings to receive the above salary.

G. The salary schedule, Section A and B, shall remain in effect during the term of this agreement, provided, however, that upon written notice to the other party at least ninety (90) days prior to the first day of May, either party may request the reopening of negotiation of such salary schedule.

H. The Board will allow up to a maximum of five years credit for experienced teachers employed for the first time within this school system.



## ARTICLE V

Teaching Hours

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

- (1) Teachers will be in building no later than 8:15 a.m.
- (2) Teachers at assigned place of duty not later than 8:30 a.m.
- (3) Teachers shall leave school no earlier than 4:00 p.m. without the Superintendent's permission

Exception: 3:40 on the last school day of each week.

- (4) All professional personnel are expected to conduct themselves in a reasonable manner regarding their scheduled working hours.

Excessive cases of delinquency shall be dealt with by the Administration and a committee of two (2) from the C&FEA.

B. Forty hour work week.

The Board recognizes the principals of a standard forty hour work week and will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within such standard work week. The Board will not require teachers regularly to work in excess of such standard work week within or outside of school building.

## ARTICLE VI

Teaching Loads and Assignments

A. Every effort will be made to make the normal weekly teaching load in the junior and senior high school for a seven period day to be 25 teaching periods, 5 supervised study periods and 5 conference periods. In the event it is economically possible, an additional teacher will be hired and the schedule will be a six period one, the normal teaching load shall be 25 teaching and supervising periods and 5 conference periods. The normal weekly teaching load in the elementary school will be 30 teaching periods. The school librarian shall have an hour lunch period with no free period. No departure from these norms, except in case of emergency, shall be authorized without prior consultation with the Association.



In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance negotiation procedure hereinafter set forth.

B. 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.

C. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principal as soon as practicable and prior to June 1. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such change.



## ARTICLE VII

Teaching Conditions

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

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible with the ultimate goal to be twenty-five (25) pupils per class except in specialized subjects where more or less would be desirable. Three aids will be available in the elementary. (Grades 1,2, and 5.) To facilitate the attainment of these goals, a study committee will be established.

The study committee is to be composed of two board members, two administrators, four teachers, (two high school and two elementary teachers), and two lay citizens of the community. One citizen to be selected by the Board and one by the association.

B. The above committee shall consider the following questions.

1. Should team teaching techniques be introduced into the elementary and secondary school curriculum?

2. Should educational television programming for the elementary and secondary level be considered?



3. Should high school foreign languages be broadened in our school system?

4. Should additional vocational courses be introduced in the high school in an effort to alleviate the drop-out problem?

5. Should the district participate in a foreign student exchange program?

6. How can teacher paperwork and recordkeeping be reduced and greater emphasis be placed upon substantive rather than procedural aspects of teaching?

7. How can we make better use of information and techniques being developed elsewhere in the country without undue time lag or duplication of effort?

8. How can we improve professional growth?

C. The Board recognizes that appropriate texts, language dictionaries, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, musical equipment, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. Departmental meetings can be called at the discretion of either party for the purpose of studying and improving educational methods and tools. The board undertakes as promptly as possible all joint decisions thereon made by its representatives and the Association.

D. Each teacher shall be permitted to spend \$10 per year for supplementary educational materials. All material will be presented to the Superintendent



with a bill and will become the property of the school

E. Elementary teachers should supervise their pupils in the lunch room and one teacher per day shall accept hall duty on a rotating basis during the noon hour. Outside activities shall be supervised by aids both at noon and during the recess periods.

F. Permission is granted for a vending machine to be installed in the Teacher's Lounge for the exclusive use of the staff. All beverages shall be consumed in the Teacher's Lounge and the empty bottles shall be placed in the proper receptacle. The teachers shall assume all costs.

G. The Parent-Teacher Conferences will be scheduled for 3 half-days. Conferences will be scheduled for 2 afternoons and 1 evening. Teachers will be relieved of afternoon duties on the day of the evening conferences.

H. Released time shall be given for a minimum of 4 faculty meetings to be held during the school year.

I. It is recommended that each secondary teacher have no more than 3 or 4 different preparations for any given school day. As financial resources become available, efforts will be made to meet this recommendation.

J. Realizing the need for physical education for all students, a study shall be made among the elementary teachers, the physical education instructors and the Administration to determine the feasibility of extending the physical education program to include first and second grades.

K. Upon request, provisions shall be made for educational field trips in the elementary and high school within reasonable distance and subject to approval by the Administration.



L. Teachers shall be entitled to full rights of citizenship. The private and personal life of any teacher is within the appropriate concern or attention of the Board, as it affects the performance of his duties and his professional status in the community.

M. The provisions of this Agreement and wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, sex, marital status, or membership in or association with the lawful activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, or national origin, and to seek to achieve full equality of educational opportunity to all pupils within our district.

N. The Board of Education will provide a telephone in the teacher's room for the teacher's convenience with the understanding that the teachers will assume the responsibility for all toll calls.



## ARTICLE VIII

Vacancies

A. Before the issuance of contracts, the Superintendent will give written notice to the Association's Secretary of the vacancies existing.

B. Incumbent, qualified teachers shall be given preference if in the opinion of the Administration they are as well qualified as the other applicants.

C. Placement shall be within the training of the teacher involved. Any deviation shall be with the approval of the teacher and the Administration.



## ARTICLE IX

Leave Pay

Any teacher who is absent because of an injury or disease compensated under the Michigan Workmen's Compensation, shall receive from the Board the difference between the allowance under the Workman's Compensation Law and his regular salary for the duration of the illness with no subtraction of sick leave up to a maximum of one year, and may be extended thereafter at the descretion of the Board.



## ARTICLE X

### Leaves of Absence

#### A. Extended Personal Illness

1. Any teacher whose personal illness extends beyond the period not compensated under Leave Pay shall be granted a leave of absence without pay for a period not to exceed one year renewable at the discretion of the board.

2. Upon return from leave, a teacher shall be assigned to the same position or a substantially equivalent position, if available.

#### B. Personal Leave

1. Each teacher shall be allowed one (1) day with full salary during his first year of employment in the Camden-Frontier School, two (2) days during his second year and three (3) days each of his subsequent years for personal business. Personal Leave days shall not be accumulative.

2. The Superintendent shall be notified of the general nature of the business.

#### 3. List of Personal Leave Purposes:

- a. Financial matters that can not be taken care of on Saturday.
- b. Court appointments.
- c. Employment interviews.
- d. Religious observances.
- e. Death of a person not covered in sick leave.
- f. Changing residence.
- g. Matters of emergency nature at the discretion of the Superintendent.



4. Request for leave shall be submitted at the earliest possible time and no less than one (1) day in advance of the leave except in extreme emergency.

5. The superintendent reserves the right to refuse more than three applications for personal leave on one given day.

C. Sick Leave

1. Sick leave, not to exceed a total of ten (10) days, is granted for the following purposes to each member of the teaching and library staff, under a one hundred eighty day (instructional) contract with the Camden-Frontier School. Borrowing in advance of the current school year on sick leave days shall not be permitted.

2. List of sick leave purposes:

a. Personal illness of such nature as to render a member unfit for service.

b. Quarantine of member.

c. Critical illness in the immediate family of member. The immediate family is understood to include the following only:  
A member's spouse, mother, father, brother, sister, son, daughter, or grandparents.

d. Death in the immediate family.

3. At the end of each year such unused portion of the ten (10) days shall become accumulative, and may be used by the member at some subsequent time, if need be, for the above purposes. There may be seventy (70) days built up in this manner.

4. Teachers under contract who are working less than full time are allowed sick leave on a prorated basis.



5. Teachers who are sick should notify the school authorities as early as possible and no later than 7:30 a.m. to enable the school to employ a substitute.

D. Leave of Absence with Pay not Chargeable against the Teacher's Allowance.

1. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:

- a. Absence when a teacher is called for jury service.
- b. Court appearance as a witness in any case connected with the teacher's employment or the school or whenever the teacher is subpoenaed to attend any proceeding.
- c. Time necessary to take the selective service physical examination.
- d. Attendance at professional meetings, conferences or school affairs when previously approved by the Superintendent.

E. Maternity Leave

1. A maternity leave shall be granted without pay, commencing not later than the end of the fifth (5th) month of pregnancy, except when this date falls within one (1) school month of the end of the semester, the teacher may be permitted to complete the semester.

2. The teacher shall be entitled to return from such leave at any time to the position if available or shall be assigned to a suitable or an equivalent position when available.

F. Peace Corps

1. Leave of absence will be granted up to two (2) years to any teacher who joins the Peace Corps as a full time participant in such



program and while on said leave shall be credited with increments contained within the salary schedule as though said participant had remained in active service in the school system.

G. Military Leave

1. Military leave of absence for one military term shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States.

2. Teacher on military leave shall be given the benefit of any increments and sick leave allowances which would have been credited to them had they remained in the active service of the school system.

H. Terminal Leave.

The Board of Education agrees to pay each teacher upon leaving employment after 15 years of service in the Camden-Frontier School for the purpose of becoming a recipient of the Michigan Teachers' Retirement Fund the sum equal to one-half ( $\frac{1}{2}$ ) of the unused accumulated sick leave credited to the teacher's account as of that date. Payment will be made at the rate of one-half ( $\frac{1}{2}$ ) the teacher's current daily rate.



## ARTICLE XI

Teacher Evaluation

A. Teacher evaluation shall be made by classroom visitation by the Administration. The teacher shall be free to see and discuss the same with them.

B. Each teacher shall have the right upon request to review the contents of his own personal file except such material supplied by outside sources and which is of a confidential nature. A representative of the Association may be requested to accompany the teacher in such review.

C. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned, or disciplined for any infraction of discipline or delinquency in professional performance when the same shall be added to his personnel file. 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.

D. No tenure teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any breach thereof shall be subject to the Professional Grievance Procedure hereinafter set forth. The above sections of this article shall be in compliance with the Board of Education's existing tenure policy.

E. It is expressly understood that tenure teacher as used here shall not include those services performed by a teacher having acquired tenure status under the tenure act which are considered extra services for extra pay such as specified under Article IV B hereof, and regularly employed part time teachers and probationary teachers.



## ARTICLE XII

Protection of Teachers

A. 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 to a classroom teacher that a particular pupil requires the attention of special counselors, a social worker, law enforcement personnel, physician, or other professional persons, the Administration and/or the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

B. Any case of assault upon a teacher 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 provided that the teacher has been acting in a reasonable manner.

C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense provided that the teacher has been acting within the scope of board policy.

Scope of Board Policy: The Board of Education supports the teachers in all necessary action to maintain discipline in the school, on the premises and at all school activities at home or away. School personnel are responsible and



Authorized to maintain discipline at all times. The Board of Education does not condone the students questioning or resisting the authority of the School Personnel. Henceforth, all complaints shall be presented to the Principal, then, if necessary, to the Superintendent.

D. In connection with any incident mentioned in this article, time lost by a teacher in a hospital stay and/ or a court appearance shall not be charged against the teacher.

E. Due to vandalism the Board of Education will reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher in the school or on the school premises, loss of which is not covered by personal insurance.

1. The maximum amount of loss covered shall not exceed one hundred dollars.
2. In the event of loss in a car, the car must show evidence of forceful entry.

F. Any major complaint by a parent or student directed toward a teacher shall promptly be called to the teacher's attention.



## Article XIII

Negotiations Procedures

A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this agreement upon mutual consent. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering and resolving any such matters.

B. In the event the salary schedule is reopened for negotiations by either party, as provided in this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. Between eighty and ninety days prior to the first day of May, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms, and conditions of employment of teachers employed by the Board. Every effort will be made to complete the negotiations by May first.

C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.



D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

#### ARTICLE XIV

##### Professional Grievance Negotiation Procedure

A. The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the 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.

B. Grievance is to mean a claim that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or written board policy relating to wages, hours, terms and conditions of employment.

C. The number of days indicated at each level are a maximum and every effort should be made to expedite the progress. The time limits may be extended by mutual consent.

##### 1. Level One

a. Within 5 days of the alleged violation a teacher or teachers with a grievance shall discuss it with the principal, individually, together with his Association Representative,



or through the Association Representative. In the absence of the principal, the grievance must be presented in writing to the superintendent.

2. Level Two.

a. In the event the grievance is not resolved satisfactorily to the teacher or teachers involved at Level One, or if no decision has been rendered within five (5) days after the presentation of the grievance, he may file the grievance in writing within 15 days of the initial discussion with the Association's Professional Rights and Responsibilities Committee (PR& R Committee) which shall serve as the Association's grievance committee. The Association representative will assist in writing the grievance.

b. Within five (5) days of receipt of the grievance the PR & R Committee shall decide whether or not there is a legitimate grievance. If the committee decides that no grievance exists and so notifies the claimant, the teacher may continue to process his claim without Association support. If the committee decides there is a legitimate grievance, it shall within 5 days of the receipt of the grievance file the claim 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.



### 3. Level Three

In the event the teacher or teachers are not satisfied with the disposition of the grievance at Level Two or if no decision has been rendered within ten (10) days of receipt of grievance by the superintendent, the grievance shall be referred through the PR & R Committee to the Board of Education. Not later than ten days from receipt of the written referral or the next regularly scheduled board meeting the Board and the chairman of the PR & R Committee and the Association's negotiating team shall meet for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision of the Board shall be rendered within ten (10) days.

### 4. Level Four

In the event the grievance is not satisfactorily resolved at Level Three, or if no decision is reached within ten (10) days, the grievance shall immediately be transmitted to the State Labor Mediation Board. The costs of any mediation under the article shall be paid equally by the Board and the Association. Upon mutual consent of the Board of Education and the Association the grievance may be referred to an arbitrator agreeable to both parties.

D. Any teacher or group of teachers may be represented at all meetings and hearings at any level of grievance procedure by a designated Association representative. Should a teacher choose not to be represented by the Association, the Association representative shall have the right to be present and to state the Association's views at all stages of the grievance processing.



## F. Miscellaneous

1. The grievance discussed and the decisions rendered at Level One shall both be placed in writing upon request of either party. Decisions rendered at all other levels shall be in writing and shall promptly be transmitted to all parties of interest.

2. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

3. All documents, communications, and records dealing with a grievance shall be filed separately from the personal files of the participants.

4. Access shall be made available to all parties and records for all information necessary to the determination and processing of the grievance except confidential records furnished by outside sources.

5. The parties recognize that principals, the superintendent, and other supervisory, administrative and executive officials are excluded from the bargaining unit. They also recognize that it is the present policy of the Association to admit such persons to membership in the Association for professional purposes not connected with collective bargaining and/or the administration of this Agreement. The Association agrees that it will neither take nor threaten to take any reprisals, directly or indirectly, against any such supervisory or executive officials because of any decisions, action, or statement made either personally or in the course of their official duty relative to collective bargaining, the administration of this Agreement, or the educational



policies of the Board. The Association further agrees that it will neither take nor threaten to take any reprisals against the Board, nor any member thereof, by reason of any decisions, actions, or statements made by them either personally or in the course of their official duties relative to collective bargaining in the administration of this Agreement or the educational policies of the Board. The Board and the administration agrees that they will neither take nor threaten to take any reprisals, directly or indirectly, against the Association nor any member thereof because of any decisions, actions, or statements made either personally or in the course of their official duty relative to collective bargaining.



## ARTICLE XV

Miscellaneous Provisions

A. The Association shall be duly advised by the Board of fiscal, budgetary, and tax programs affecting the district and the Association shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereto prior to general publication.

B. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof, and the Board recognizes that the Code of Ethics of the Educational Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The board reserves the right to take such action as it deems necessary in addition to any action taken by the Association.

C. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

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



E. If any provision of this Agreement or any application of the Agreement to any employee, group of employees, or employer 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.

## ARTICLE XVI

### No Strike Clause

The Association recognizes that strikes (as defined by Section I of Public Act 336 of 1947, as amended, of Michigan) by teachers are contrary to law and Public Policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this agreement it shall not direct, instigate, participate in, encourage or support any strike against the Board by any teacher or group of teachers.

## ARTICLE XVII

### Duration of Agreement

This Agreement shall be effective as of \_\_\_\_\_ and shall continue in effect for one (1) year until the 30th day of June, 1968. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Board of Education

Education Association

By \_\_\_\_\_  
President

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Secretary

Date signed \_\_\_\_\_

Date signed \_\_\_\_\_