6-30-70 Center Line 6 1969.70

Center Line Education Association

LABOR AND INDUSTRIAL RELATIONS LIBRARY Michigan State University

# 1969 – 1970 MASTER CONTRACT



DEC 9 1969

PROFESSIONAL NEGOTIATIONS

#### 1969 - 1970

#### Agreement Between the Board of Education of Center Line Public Schools and the Center Line Education Association

WHEREAS the Board of Education of the Center Line Public Schools has been offered good and sufficient evidence that it is the desire of the majority of the teaching staff to be represented by the Center Line Education Association in matters of wages, hours and working conditions; and

WHEREAS said Board of Education has formally recognized the Center Line Education Association as exclusive bargaining representative of the teaching staff as designated below;

THEREFORE, the parties agree as follows:

#### I. Definitions

Board: The Board of Education of the Center Line Public Schools.

Association: The Center Line Education Association which is affiliated with the Michigan Education Association and the National Education Association.

District: The territory officially designated as the Center Line Public Schools school district.

Teacher: With qualifying designations--any person represented by the Center Line Education Association in this agreement.

Principal: The person responsible for the administration and supervision of a single school building.

Superintendent: The person responsible for the administration and supervision of the schools in the district, or any person to whom he may delegate authority in a particular situation.

#### II. Basic Agreement

- A. Teachers will faithfully perform their assigned duties in a professional and efficient manner under the terms of this contract and will conduct themselves in their personal habits, speech and appearance in such a manner as to be good examples to the youth of the community.
- B. The Board will compensate teachers according to the attached schedule for their services to the District.

C. All areas of this agreement, unless specifically noted otherwise, shall apply to all teachers.

#### III. <u>Recognition</u>

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all professional personnel whose position with the district requires a valid teaching certificate, employed or to be employed by the Board (whether or not assigned to a public school building), but excluding those with the title of Superintendent, Assistant Superintendent, Admini – strative Assistant, Purchasing and Supply Management Director, Principal, Assistant Principal, Athletic Director, Director of Vocational Education, Music Supervisor, Library Resources Consultant, Public Information Services, and any other which in the future may be determined to be excluded under the law.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this agreement. Nothing contained herein shall be construed to prevent any individual from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of the Agreement, provided that the Association has been given the opportunity to be present at such adjustment.
- C. The Association recognizes the Board as the elected representative of the people of the district, as the employer of all personnel on the payroll of the district and that under state law it is charged with the general management of the schools.
- D. Nothing contained herein shall be construed to deny or restrict any rights a teacher may have under the laws of the State of Michigan.

#### IV. Code of Ethics

The Association subscribes to the Code of Ethics as adopted by the Michigan Education Association Representative Assembly in April, 1963, and will support its enforcement among and with the teachers it represents.

#### V. Association Rights and Privileges

A. The Association and its committees shall be allowed the use of school buildings for meetings. Times and places of meetings shall be arranged with building principals. Association meetings will not be monitored.

- B. Notices of meetings, social events, and matters of general information from the Michigan Education Association and the National Education Association may be posted on bulletin boards in teachers' lounges. Reasonable use of office telephones for local calls for Association business is also permitted.
- C. Consideration will be given by the Superintendent as to the availability of office space for executive use of the Association. If such space is determined to be available by the Superintendent, the Association shall be allowed to use it as long as it is determined to be available and permission shall be granted to the Association to install a telephone at its own expense.
- D. The Association may purchase at Board cost a portion of the time of one or more of its officers on a regularly scheduled basis for the conduct of its official business, subject to the approval of the Superintendent.
- E. The Board agrees to deduct Association dues from the pay of those teachers who individually request in writing that such deductions be made. Deductions will be made according to a standard pattern established by the Superintendent and the Association. The aggregate of deductions made in one month will be remitted to the Treasurer of the Association during the first ten (10) days of the following month.
- F. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall as a condition of employment, pay as a fee to the Association an amount equal to membership dues payable to the Association, M.E.A. and N.E.A. The non-member teacher may authorize payroll deductions for such fee in the same manner as the member teacher.
- G. The Association agrees to advise the Board of those teachers who have not complied with the fee payment.
- H. In the event that a teacher shall not pay such fee directly to the Association or authorize payroll deductions, the Board shall immediately notify the teacher that he has sixty (60) days additional to comply with item F. above or to file suit to prevent his discharge. While the suit is in litigation he shall not be dismissed. If he fails to comply after a total of ninety (90) nonconsecutive days from the commencement of his teaching duties, and if no suit is in litigation, such failure is just and reasonable cause for dismissal and he shall be discharged at the end of the semester or of the marking period.

 The Board shall not be liable to the Association, M.E.A. or N.E.A. by reason of the requirements of this section for the remittance or payment of any sum other than that constituting actual deductions made from the employees' wages earned.

#### VI. Personnel Policies

- A. Absence Policy
  - 1. Thirteen (13) days absence without loss of salary will be allowed each year for the following reasons:
    - a. Personal illness or quarantine.
    - b. Illness in immediate family.
    - c. Death of a relative or close friend.
    - d. Personal business. Approval by the Superintendent will be required the day before or after a holiday.
  - The unused portion of the thirteen days shall be added to the employee's sick leave reserve at the close of each school year. This reserve may be built up to an unlimited number of days and shall be available to the employee for use as stated in No. 1. Absence occuring after accumulated leave days have been used will be considered an absence without pay.
  - 3. When an absence of more than ten (10) consecutive days occurs as a result of illness, the administration may ask for a statement from the attending physician.
  - Notification of personal business leave should be made in advance whenever possible. Personal business shall not exceed four (4) days during a single school year.
  - 5. When a teacher is absent because of illness or accident covered under the Workmen's Compensation Act, the Board will pay the difference between the lost time compensation received under the Workmen's Compensation Act and the teacher's regular salary and in turn will charge only that portion of time to the teacher's sick leave as is paid in salary.
  - A teacher called for jury duty will not be charged for absence in his accumulated leave and will receive in compensation the difference between his regular pay and jury duty.
  - 7. Tardiness
    - a. Tardiness must be reported to the building principal as soon as it is known that such tardiness will occur and an estimate given as to the extent of the tardiness.

- b. Teachers must furnish, to the building principal, an explanation for each tardiness before the close of the day.
- c. The following rules will apply to cases of tardiness:
  - I. First occurrence verbal warning.
  - II. Second occurrence written warning.
  - III. Third occurrence pay deduction.
  - IV. Fourth occurrence double pay deduction.

Additional occurrences shall be subject to individual disciplinary action.

- d. In cases where a pay deduction is enacted, such deduction shall be to the nearest hour missed.
- e. Under situations involving acts of God (extreme weather, etc.), civil disorder or other conditions affecting travel, the Superintendent may suspend the above rules regarding tardiness.
- B. Leave of Absence Policy
  - Leave of absence for an extended period of time will be considered on its individual merit. This leave is granted with the understanding that if the position left is not open, the teacher may be placed in any position for which he or she is qualified and for which a vacancy exists. The teacher must notify the Board of his/her intent to return by June 1. A person returning after an extended leave of absence shall return with a base salary determined by the same number of years experience on the salary schedule as at the beginning of the extended leave.
  - 2. Maternity leave. Notification of condition should be given to the Superintendent not later than the end of the third month of pregnancy. Maternity leave will be granted without pay, commencing not later than the end of the sixth month of pregnancy, except when this date falls within one month of the end of a semester, in which event the teacher will be permitted to complete the semester. Leave granted may be up to one year; but in no event may the teacher return earlier than six weeks after the termination of pregnancy. Conditions for rehiring shall be the same as in B. 1 above.
- C. Sick Leave Bank Policy
  - The Board will continue the operation of a sick leave bank on a voluntary basis. Any professional employee whose position requires a teaching certificate is eligible to participate.

- 2. Each employee enrolling in the bank will donate one day of his sick leave to the bank each year until the bank is built up to a maximum of 1500 days. No more days will be added to this maximum until the bank is depleted to 1000 days. If the bank is depleted to 500 days, two (2) days will be deducted from each member's sick leave the following year.
- 3. Additions will be made to the bank at the beginning of each fiscal year according to the above limitations.
- 4. A person withdrawing from membership in the bank will not be able to withdraw the contributed days.
- 5. The first 20 days of illness or disability will not be covered by the bank but must be covered by the person's own accumulated sick leave or absence without pay.
- **6.** A person will not be able to withdraw days from the bank until his own accumulated sick leave is depleted.
- 7. A maximum of 60 days each school year can be drawn by one individual from the bank.
- 8. Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member of the bank.
- D. Sabbatical Leave and Summer Grant Policy
  - A maximum of one percent (1%) of the professional employees may be granted sabbatical leave or summer grants each year. Insofar as possible a proportionate division of leaves will be granted to the various groups of the professional staff. If more than 1% of the professional staff qualify for either a sabbatical leave or summer grant, a committee representing the Board, central administration, and the Association will make the determination of the recipients.
  - No professional employee will be granted more than two (2) sabbatical leaves or two (2) sets of two (2) summer grants, or combination thereof, and a minimum of seven (7) years must elapse before the first and second leave or set of grants.
  - 3. Any professional employee who is granted a sabbatical leave or summer grant must sign an agreement with the Board to return to the system and to serve at least one (1) year or refund to the Board any compensation received on leave or for the grant.

- 4. The combined sabbatical and summer grant cost shall not exceed the cost of the minimum requirements for sabbatical leaves for 1% of the professional staff.
- 5. Applications for either sabbatical leave or summer grant must be filed on the prescribed forms with the Superintendent. Applications for sabbatical leave for the following school year or summer grant for the following summer may be filed any time between September 1 and November 15. The Superintendent shall give notice to the applicant whether the request is granted or rejected within forty-five days of the due date for filing the application.
- 6. Sabbatical leave or summer grant will be granted for the following purposes:
  - a. For work on an advanced degree.
  - b. Independent research which must be under the supervision of the school district or an accredited college or university.
- Sabbatical leave will be granted as provided in Section 572 of the School Code of 1955 and the following additional conditions:
  - a. For a period of not less than one (1) full semester nor for more than two (2) full consecutive semesters.
  - Approval by the Board will be contingent upon securing an employee qualified to assume the applicant's duties.
  - c. A leave once granted may not be terminated before the date of expiration except as otherwise agreed upon by the Superintendent and the Board
  - d. Requirements and status of the employee while on sabbatical leave are defined as follows:
    - Compensation will be one-half the basic teacher's salary he would receive if on active staff status for the period in which the leave is effective.
    - (2) Payment of salary will be made in accordance with the provisions of the Board for payment of salary to other members of the professional staff. The employee on leave will be responsible for keeping the business office notified as to his address.
    - (3) He will be entitled to an automatic salary schedule increment at the beginning of the next full year of school following his return to service in the system.

- (4) In the event of accident or illness which prohibits the completion of the sabbatical program, the regular sick leave policy will apply to the employee. The employee must notify the Superintendent within ten (10) days of the onset of the illness or accident.
- (5) Sabbatical leave will also operate as a leave of absence without pay from all other school activities.
- (6) He may be required to perform such services and to engage in such activities during the leave as the Superintendent, with the approval of the Board, and he may agree upon in writing.
- (7) When working on an advanced degree, he must carry a minimum of ten (10) semester hours of graduate credit each semester.
- e. An employee on sabbatical leave will report to the Superintendent as follows:
  - He will immediately request approval from the Superintendent for substantial changes in the planned program of the leave as outlined in the approved application.
  - (2) He will file an interim report at the mid-point of the period for which the leave is taken. This report will contain sufficient information to enable the Superintendent to determine that the leave is being utilized in the approved manner.
  - (3) He will promptly furnish such additional reports as the Superintendent deems necessary or reasonable to determine that he is fulfilling the agreement and all the requirements of the leave. In the event that the Superintendent finds that the employee is not fulfilling the agreement or is dilatory in any respect, the entire sum paid to him by the Board will become due immediately and all future payments will cease.
- f. Requirements and status of the employee upon returning from sabbatical leave are as follows:
  - He will be restored to his position or to a position with like nature, seniority, status, and pay acceptable to him.
  - (2) He will file a written report with the Superintendent not later than sixty (60) days after the day on which he takes up active service. The report

will include the names of the institutions attended, courses pursued, credits received, experience gained, together with his appraisal of the professional value of the activities while on leave and the manner in which the knowledge and experience gained may be applied to the benefit of the school system. He will not be considered as having completed the requirements of the sabbatical leave until his final report has been approved by the Superintendent. The Superintendent may, at his discretion, require proof that the program presented has been followed. After approval by the Superintendent, the final reports will be transmitted to the Board.

- Summer grants will be granted subject to the following provisions:
  - a. Compensation shall be in accordance with National Science Foundation standards.
  - b. No one summer grant shall exceed a total of two thousand dollars (\$2000).
  - c. In no case shall the expenditure exceed actual cost.
  - d. A minimum load of five (5) semester hours will be required for the summer grant.
- E. Retirement Policy
  - All school employees at the age of sixty-five (65) will relinquish tenure status and continuing contracts will be cancelled.
  - 2. Depending on the health, vitality and competency of the employee, yearly contracts or work agreements may be issued at the discretion of the Board until the employee reaches the age of seventy (70).
  - 3. A teacher retiring under the provisions of the Michigan School Employees Retirement Act after being employed at least ten (10) years in the district shall receive retirement pay of twenty-two dollars and fifty cents (\$22.50) per year of service in the district.
- F. Vacancies and Promotions
  - 1. Definitions:

Promotion: Assignment of an employee to a position with a higher pay scale.

Transfer: Assignment of an employee to a position having the same pay scale.

- 2. Teachers are subject to assignment and transfer at the discretion of the Superintendent. Teachers who wish assignment to buildings, grades, or teaching duties other than those they presently possess shall notify the Superintendent in writing of such desire. The Superintendent shall send copies of such notices to the Association and principals involved, and due consideration of these requests shall be given in new assignments or in filling vacancies on the teaching staff. Academic, personal and experience qualifications as well as length of service to the system will all be considered when a vacancy is filled. No discrimination will be used against an applicant because he is an employee of the district. The general welfare of the school shall be the primary guiding principle in making assignments and transfers.
- 3. Vacancies involving opportunities for promotion will be posted in school buildings at least fifteen (15) days before filling the vacancy on a permanent basis. Such posting will include a list of qualifications for the position mentioned. Academic, personal and experience qualifications as well as length of service to the school system will all be considered when a position is filled. No discrimination will be used against an employee because he is an employee of the district.
- G. Teacher Evaluation
  - All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
  - No teacher shall be disciplined, reprimanded, reduced in compensation or deprived of any professional advantage without just cause. Any discussion of teacher conduct shall be conducted in private. The administrator and/or teacher may reserve the right to have a representative of their respective group present during the discussion.
  - 3. A personnel file for each certificated employee will be maintained in the office of the Superintendent. Information pertaining to the educational growth of the teacher will be made available to the teacher or the appropriate educational or employing institution upon request.
  - 4. Written evaluative information to be submitted to the Superintendent shall be made available for the teacher's signature and a copy provided to the teacher before it is maintained in the files. The teacher shall have the right to submit a response to the report or statement. All evaluative materials shall be available for review to the teacher.

- 5. Tenure policy in effect at the date of ratification of this agreement shall remain in effect during the term of the agreement and shall be considered binding to both parties. Nothing in this agreement shall in any way limit or modify the rights or responsibilities of the teacher or the Board under the Michigan Tenure Act.
- H. Teaching Hours and Responsibilities
  - 1. a. Teachers will be in the building fifteen (15) minutes prior to the starting of classes.
    - b. Teachers will be in assigned place of duty not later than five (5) minutes prior to the starting of classes.
    - c. Teachers shall leave school no earlier than fifteen (15) minutes following the last dismissal bell.
    - Teachers will not leave buildings during working hours (excepting the lunch hour) without the consent of the building principal or his designated representative.
      When teachers leave the building during the lunch hour, they are expected to notify the office.
  - 2. The administration and the teaching staff will work together to provide every teacher a half-hour of duty-free lunch time each day. Interruptions shall be kept to a minimum.
  - 3. It is recognized by the Association that there are distinct differences in the programs, scheduling, techniques, and duties between the elementary, junior high and high school levels. Within the limitations of these differences, the administration will make sincere effort to equate the classroom time for all teachers.
  - 4. The Association and the Board agree that it is the responsibility of each individual teacher, as well as the Board, to provide the highest quality educational program practicable for every boy and girl in the school district through careful daily preparation. It will be the teacher's responsibility to provide adequate daily lesson plans in case of absence. Failure to have available to a substitute teacher plans which make it possible to carry on a meaningful class will result in a loss in the teacher's salary equal to the cost of a substitute.
  - 5. The Association and the Board agree that the above shall not be interpreted to limit teachers' obligations to the district to the above hours. Time beyond the in-school work day for parent conferences, open house, P.T.C. meetings,

in-service meetings, curriculum meetings, staff meetings, or other public relations activities is a recognized professional obligation of all teachers.

- 6. Tuesday afternoons and evenings shall be reserved for professional and Association use. The second Tuesday of each month shall be reserved for Association use, and other school activities will not be scheduled for those times. Building meetings shall be scheduled at a time mutually agreed upon by staff and principal. The Association recognizes the responsibilities of its membership to be active participants in the public relations program of the school and school district.
- 7. Teachers will attend and supervise functions which take place during the school day, e.g. school assembly programs. Teachers whose planning period falls during such a program shall use discretion in determining where their responsibility lies.
- Changes in the regular daily schedule in any building will not be made without prior consultation with the staff involved.
- 9. When music and art teachers are not available in sufficient number to staff all buildings equitably, the school schedule will be adjusted to equate classroom time for teachers and any difference in time between elementary buildings will be assigned as planning time for teachers.
- I. Teaching Loads and Assignments
  - a. It shall be the goal of the school to keep class size within reasonable limits for good classroom instruction depending on the type of class offered and the program followed. Whenever a teacher and/or the Association feels these limits have been exceeded, the administration, representatives of the Association, and the teacher(s) involved shall explore the alleged excesses and determine the conditions under which the best interests of the students may be served.
    - b. In determining how the problem may be alleviated, consideration will be given to the use of teacher aides, team teaching, ability grouping, and/or any other accepted educational procedures. When teacher aides are determined to be the best means of meeting the problem, the aides will be assigned so as to best meet the needs of the affected classes.
  - Teaching loads in junior and senior high schools will conform to North Central Association standards except in cases of emergency.

- 3. Since pupils are entitled to be taught by teachers who are working within their areas of competence, it shall be the policy of the school to assign teachers to fields of instruction within the scope of their certification and/or training except temporarily in emergencies where such teachers are not available or when extreme financial limitations necessitate reassignment of staff.
- 4. Teachers will be given written notification of their assignments for the forthcoming year as early as possible. If the notification occurs after June 30, the teacher will be granted a ten-day period to resign if the assignment is non-acceptable. Elementary teachers will be notified only if there is a change in grade assignment.
- 5. In the event that severe financial conditions exist which require a reduction and/or reassignment of staff, a committee composed of five persons selected by the Association (one of whom shall be a building principal) and the Superintendent (or his representative) shall meet and determine the necessity of the case as well as the proper procedures and criteria to be used in the reduction and/or reassignment. If the above committee is unable to determine the best procedures and criteria within ten (10) school days, the matter shall be referred to a mutually agreed upon third party who shall recommend to the Board the procedures and criteria to be used.
- 6. Within the limitations of the physical plant and the shared time schedule, every effort will be made to keep teaching loads and assignments at the Engleman Middle School comparable with those of the other schools in the district.

#### J. Teaching Conditions

- In the building and remodeling of schools, the Board will provide for adequate lunchroom and lavatory facilities exclusively for teachers' use and at least one room appropriately furnished and ventilated which shall be reserved for use as a faculty lounge. Existing facilities will be continually evaluated and improvements made which both parties feel are necessary and reasonable.
- 2. Parking facilities shall be made available to teachers for their use at all times during school hours.
- 3. A bi-weekly report will be submitted to each building principal from the central office showing the disposition of requisitions received from that building and posted in the teachers' lounge.

#### K. Non-Discrimination

The provisions of this agreement **s**hall be applied without regard to race, creed, religion, color, national origin or membership in or association with the activities of any employee organization. The Board and Association pledge themselves to seek to extend the advantages of public education to every pupil enrolled in the public schools without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.

L. Tuberculosis Tests

Satisfactory evidence of chest x-ray or tuberculin skin test within a twelve (12) month period as required by state law shall be a condition of employment. Employees not taking advantage of free health department services shall bear the expense of this themselves. Teachers will be informed when evidence of testing is due and also of the time and place of the County skin testing program. Adjustment will be made in the filing date if the County skin testing is done later than the filing deadline. Failure to comply can result in suspension without pay.

- M. Substitute Teachers
  - The administration of the school in cooperation with the teaching staff will make a concentrated effort to have an adequate supply of substitute teachers available so that calling on regular teachers for substitute duty will be kept to a minimum. Applications will be accepted from all qualified persons who wish to make them. Teachers will take into account the problem of obtaining adequate substitutes to cover their classes when scheduling special events and other activities during the school day and in making requests to attend to personal business.
  - Elementary teachers will be compensated if a music or art teacher is absent and a substitute is not available for his regularly scheduled period during the routine course of the school year; planning, coordination, in-service training, etc., time for music and art teachers excluded.
  - 3. The Association recognizes the responsibility of its membership to service and supervise children when unusual circumstances cause all or part of a class to be without a teacher. Substitute pay will not apply in this area.
  - 4. The Board will follow the rules and regulations of the State Department of Education with respect to certification of regular and substitute teachers.

#### VII. Grievance Procedure

#### A. Definitions:

Grievance: A claim based upon an event or condition which affects the conditions or circumstances under which a teacher works, allegedly caused by a misinterpretation or inequitable application of established law, (Board) policy, or the terms of this agreement.

Party in Interest: The person or persons making a claim (complaint) and any person or persons who might be required to take action or against whom action might be taken to resolve the problem.

Days: When used in this section, days shall mean school working days.

B. Purpose

The primary purpose of the procedure set forth in this section 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 any level of such procedure. Nothing contained herein shall be construed as limiting the right of any teacher to discuss any matter of mutual concern or interest informally with an appropriate member of the administration.

#### C. Structure

- There shall be one or more Association Representatives for each school building to be selected in a manner determined by the Association.
- The Association shall establish a Professional Rights and Responsibilities Committee which shall be broadly representative and which shall serve as the Association's grievance committee.
- 3. When a grievance involving more than one building arises, the grievance shall be channeled to the Superintendent.
- D. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent.
  - 1. Level One

A teacher with a grievance shall discuss it with his immediate supervisor or principal: individually, together with his Association Representative, or through the Association Representative. A written copy describing the grievance shall be given to the supervisor or principal for his records prior to or during the discussion at Level One.

#### 2. Level Two

- a. In the event the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within three (3) days after presentation of the grievance, he may file the grievance in writing with the Association's PR & R Committee. The Association Representative will assist in writing the grievance and the supervisor or principal shall be notified of movement to Level Two.
- 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 there is a legitimate grievance, it shall immediately process the claim with the Superintendent of Schools.
- c. If the Committee decides that no grievance exists and so notifies the claimant, the teacher may, within five (5) days, appeal that decision before the Representative Council of the Association.
- d. If the Council decides there is a legitimate grievance, they shall direct the PR & R Committee to immediately process the grievance with the Superintendent of Schools.
- e. If the Council decides that no grievance exists and so notifies the claimant, the teacher may, within five (5) days, continue to process his claim with the Superintendent of Schools but without Association support, financial or otherwise.

#### 3. Level Three

Within five (5) days from the receipt of the grievance by the Superintendent, he shall render a decision as to the solution.

4. Level Four

In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within five (5) days from date of receipt of grievance by the Superintendent, he may refer the grievance in writing through the PR & R Committee or by

himself to the Board. The Board will render a decision on the grievance as soon as possible, but not later than the next regular or appropriate special meeting of the Board following the meeting at which the grievance is received.

5. Level Five

In the event a grievance is not resolved at Level Four, it may be mediated according to state law.

- If the Association is not satisfied with the disposition 6. a. of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
  - b. The fees and expenses of the arbitrator shall be paid jointly by the parties.
  - c. No judgment shall be awarded prior to the date of the grievance.

#### E. Miscellaneous

- A grievance may be withdrawn at any level without prejudice or record. However, if in the judgment of the PR & R Committee, the grievance affects a group of teachers, the PR & R Committee may process the grievance at the appropriate level.
- Decisions rendered at all levels shall be in writing and shall be promptly transmitted to all parties of interest.
- 3. 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.
- All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.

- 5. Forms for filing and processing grievances designed by the Superintendent and the PR & R Committee and prepared by the Superintendent shall be given appropriate distribution so as to facilitate the grievance procedure.
- 6. A grievant may in no event be represented by an officer, agent, or other representative of any teacher organization other than the Association.
- 7. Processing of grievances shall be done at appropriate times and places so that all parties in interest will continue to perform their regular duties and classes will be continued on regular schedule.

#### VIII. Curriculum Council

The Board,to bring about desirable changes in teaching methods, techniques, class composition, curriculum and any other phase of the instructional program, will cooperate in establishing a professional staff Curriculum Council. This council will provide effective communication with, and assistance to, the Board in making improvement in the instructional program.

- A. The Council will be composed of representatives from administration and the teaching staff. The Council may establish subsidiary study committees.
- B. The Council shall approve or disapprove changes and recommend proposed changes to the Board.
- C. The Board shall act on all proposed changes. They may adopt, reject, or refer the proposals back to the Council for further study.
- D. Meetings of the Curriculum Council will be held outside school hours with no compensation.
- E. The Board will provide secretarial service and office supplies through existing channels to the Curriculum Council and will budget two thousand dollars (\$2000) for its use in the study of program proposals.

#### IX. Hospitalization, Medical and Life Insurance

- A. The Board agrees to make full payment of Blue Cross Blue Shield Master Medical family coverage including semi-private rates for all certificated personnel.
  - 1. No cash payment will be made to the employee in lieu of the insurance.

- 2. This plan is available only to instructional employees who are under contract. No payment will be made during leave of absence and upon termination of employment all benefits cease. Payments will continue while the employee is on sick leave, whether sick leave pay is being received or not, as long as the employee is under contract and has been on active duty during the current school year.
- B. The Board shall purchase supplementary group life insurance which shall provide the teacher life insurance protection equal to \$4500.
- C. Coverage under these policies will begin as soon as possible following commencement of service under contract for the school year.

#### X. Salary Schedule

(All appendices referred to are incorporated herein and made a part of this agreement.)

- A. The basic teachers' salary schedule is shown in Appendix A.
- B. Longevity increments of two hundred fifty dollars (\$250.00) will be paid at the beginning of the 16th year of service to the district and each fifth year thereafter.
- C. The Board will pay each teacher 1/26 of his scheduled salary every two weeks for 26 pay periods.
- D. In determining the salary of a teacher, experience received outside of the district shall be credited at full credit up to a maximum of four (4) years on the basic schedule and half credit of an additional maximum of four (4) years.
- E. Vocational personnel not holding a degree but fully certificated by the state will be placed on the salary schedule no higher than the bachelor's maximum. Credit for experience in that vocation may be given at the rate of one-half year for every year of work experience beyond ten years.
- F. Anyone who is compelled to leave college or the profession because of military service will be given one-half (1/2) year credit on the basic schedule for each year of military service. The total experience credit, however, will not be greater than that shown in "D."

- G. The Board shall have the right to exceed the salary schedule when special programs demand substantial amounts of extra time on the part of individual teachers. Payment for these programs is shown in Appendix B.
- H. The Association recognizes that in critical areas it may be necessary for the Board to exceed the salary schedule to hire personnel for a comprehensive program. In such cases the Association will be consulted.
- I. Extra compensation for certain specialized services is shown in Appendix C.
- J. The Board and Association agree that some supervisory responsibilities for extra-curricular activities are a part of the teaching job and should be distributed equitably among the teaching staff insofar as possible. Certain of these responsibilities, because of their nature and distribution, will be compensated for as shown in Appendix D.
- K. One day's pay shall be considered as 1/200 of the annual salary. This will be used for determining deductions for absence without pay and at all other times when a daily rate must be computed.
- L. Compensation for teaching duties outside of school hours, summer, and substitute duties is shown in Appendix E.
- M. Post Master's schedule shall be paid to those persons already being paid on that scale, for Educational Specialist Degree, for 30 semester hours toward a Doctoral Degree, for 30 semester hours beyond a Master's Degree in field taught, or for a second Master's Degree earned with 30 semester hours work above first Master's.
- N. A bank of one thousand dollars (\$1000) will be set aside for club sponsors, who will be paid according to criteria established jointly by administration and the Association.

#### XI. No Strike Agreement

The Association recognizes that strikes, as defined by Act 379 of the Public Acts of 1965, State 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 good faith bargaining, 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.

#### Term of Agreement XII.

This Agreement between the Board of Education of the Center Line Public Schools and the Center Line Education Association shall remain in full force and effect from and including the First Day of July, 1969, to and including the Thirtieth Day of June, 1970.

In witness whereof, the parties hereto have caused this Agreement to be executed by their respective and proper officers, duly authorized, on the \_\_\_\_\_\_ 24th \_\_\_\_ Day of September, 1969.

For the Board of Education.

Cellialturs Witness

Georgia Frank Witness

Alenn 71. Halfe President Nayne Noodby Secretary

For the Association.

Stanley M. Jacobson Witness

formes Jaunice A Torfiles

Elsin Fowell

Professional Negotiations Chairman

#### 1969-1970

#### Base Salary Schedule

		B.A. Plus		
Years credited	B.A.	20 Sem. Hours	M.A.	Post Master's
on schedule	Degree	(30 Term Hours)	Degree	(See X. M.)
0	7400	7675	7900	8400
1	7779	8054	8346	8875
2	8178	8453	8812	9376
3	8597	8872	9316	9906
4	9038	9313	9842	10,465
5	9501	9776	10,399	11,057
6	9988	10,263	10,986	11,681
7	10,500	10,775	11,607	12,341
8	11,038	11,313	12,263	13,039
9	11,604	11,879	12,955	13,775
10	12,199	12,474	13,687	14,554

### Appendix B.

Percentages for those presently employed based on salary as in previous years.

Percentages for newly appointed personnel based on the experience in that job on the appropriate degree schedule.

#### \*Coaching

Football - Head Varsity	10%
- Assistant Varsity	8%
- Junior Varsity	8%
- Junior High	6%
Basketball - Head Varsity	10%
- Junior Varsity	8%
- Junior High	6%
Cross Country - Head	5%
Wrestling - Head Varsity	9%
- Assistant Varsity	6%
Baseball - Head Varsity	8%
– Junior Varsity	6%
Track - Head Varsity	8%
- Assistant Varsity	6%
- Junior High	6%

Tennis - Varsity	7%
* Experience credit for internal transfer in coaching ba	sed on X. D.
Sponsoring Dramatics Club	6%
Sponsoring Cheer Leaders - Senior High - Junior High	4% 2%
Elementary Physical Education Leader	2%
Elementary Librarian	4% + 1 day released time per each 1000 books above 3000
Directing Play or Operetta	\$100
Safety Patrol Director	\$125
Service Squad Director	\$ 50
Senior Sponsor Senior Finance Sponsor	\$200 \$100
Junior Sponsor Junior Finance Sponsor	\$150 \$150
Sophomore Sponsor	\$ 50
Club Sponsor	See X. N.
Appendix C.	
Teacher of Mentally Retarded School Social Worker Diagnostician Co-op Coordinator	\$300 8% 8% 2%.+ 1/40 salary for each extra week worked
Physical Education Consultant Reading Clinician Senior High School Band Junior High School Band Teacher of Speech Correction Counselor	5% 5% 5% 3% 5% \$200 + 1/40 salary per week for up to two extra weeks worked.

The above stipends are for the regular school year and percentages are based on the appropriate degree schedule and the teacher's experience in that position. Work beyond the regular school year when necessary will be agreed upon by the teacher and the Board.

Appendix D.

Chaperoning all-school parties and dances\*; Chaperoning pupils to sporting events away from home, including bus trip; Monitoring concerts, plays, etc. (not including the selling of tickets); Sponsoring bowling league.

\$7.50 per event.

\*Exception - lengthy evening dances to be \$10.00.

Appendix E.

Teaching summer school session\$7.00 per hourTeaching driver education outside of<br/>regular school hours\$6.00 per hourSocial adjustment class supervision\$6.00 per hourRegular 6th period assignment (secondary)\$1300 per yearSubstituting for another teacher during school hoursProportionate to<br/>substitute pay



## 6775 10 Mile Road Center Line Michigan 48015