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1970-72

CENTER LINE

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Education Association

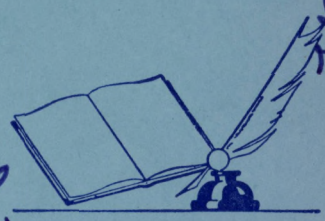
BOARD OF EDUCATION

1970 - 1972

MASTER CONTRACT

Center Line Board of Education

MEA
1216 Ferndale
East Lansing, Mich.
48823



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

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1970 - 1972

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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.

Basic Agreement

- A. The Board agrees that its rules and regulations governing employee conduct will be reasonable, and enforcement of discipline will be fair. No teacher shall be disciplined, reprimanded, reduced in compensation, or deprived of any professional advantage without just cause.
- B. 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.
- C. The Board will compensate teachers according to the attached schedule for their services to the District.
- D. All areas of this Agreement, unless specifically noted otherwise, shall apply to all teachers.

Recognition

- A. 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.
- 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 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, Administrative 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.

- 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 and use of the inter-school mail service for Association business is also permitted.
- C. 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.

VI. Association Dues

- A. The Board agrees to deduct United Association dues from the pay of those teachers who individually request in writing that such deductions be made. Deductions will be made in one lump sum from the second pay in September or in twenty (20) equal and consecutive installments beginning with the second pay in September. The aggregate of deductions made in each pay will be remitted at that time to the Treasurer of the Association.
- B. 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.

- C. The Association agrees to advise the Board of those teachers who have not complied with the fee payment.
- D. 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 B 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.
- E. 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.

VII. 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.
2. 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 occurring after accumulated leave days have been used will be considered an absence without pay.
3. Any teacher who uses a leave day shall file the appropriate leave form in triplicate within three (3) school days after return from absence.

4. Falsification of information on the above-mentioned form shall result in a pay docking equivalent to two (2) days for each day of falsified absence.
5. A joint committee consisting of three administrators and three association representatives shall meet monthly to review teacher absences and investigate cases of abuse with respect to individual teachers.
6. Notification of personal business should be made in advance whenever possible. Personal business shall not exceed four (4) days during a single school year. Requests for two (2) or more consecutive personal business days must have prior approval of the Superintendent.
7. When an absence of ten (10) consecutive days occurs, or in cases of suspected abuse, the above-mentioned committee may request appropriate verification.
8. 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.
9. 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.

B. Leave of Absence Policy

1. Leave of absence for up to a period of one year 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 April 1. A person returning after a 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 leave. Leave of absence will not normally be granted to persons seeking other full-time employment.

2. Maternity leave will be granted without pay. Notification of condition must be given to the Superintendent as soon as such condition is known by the teacher. Length of employment during pregnancy shall be a mutual decision of the teacher, the principal, and the Superintendent. The end of a marking period, semester, and vacation periods may enter into this decision, but in no case will the teacher remain in her position after the sixth month of pregnancy. A maternity leave may be up to one year. Failure to notify the administration of a known pregnancy as specified above may result in suspension of maternity leave benefits. Conditions for rehiring shall be the same as in B 1 above.

C. Sick Leave Bank Policy

1. 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 twenty (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 sixty-five (65) days each school year can be drawn by one individual from the bank during the first year of this contract. A maximum of seventy (70) days each school year can be drawn by one individual from the bank during the second year of this contract.

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

1. a. A maximum of one percent (1%) of the professional staff employees may be granted sabbatical leave. Summer grants in lieu of sabbatical leaves may also be granted and will be in a ratio of two (2) summer grants to one (1) sabbatical. Insofar as possible a proportionate division of leaves will be granted to the various groups of the professional staff. If more than one percent (1%) of the professional staff qualify for either a sabbatical or summer grant, a committee representing the Board, Central Administration, and the Association will make the determination of the recipients.
- b. For every two (2) grants or sabbatical leaves approved under the above conditions and initiated by a member of the staff, the Board may approve one (1) additional grant or sabbatical upon a request initiated by the Board or the Superintendent.
2. No professional employee will be granted more than two (2) sabbatical leaves or two (2) sets of two (2) summer grants, or a combination thereof, and a minimum of seven (7) years must elapse before the first and second leave or set of grants. These provisions will not apply to sabbatical leaves or grants initiated by the Board.
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 one percent (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.
7. 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.
 - b. 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:
 - (1) 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:
- (1) 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 midpoint 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 employee upon returning from sabbatical leave are as follows:

- (1) 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.

8. Summer grants will be granted subject to the following provisions:

- a. Compensation shall be in accordance with the latest National Science Foundation standards.
- b. No one summer grant shall exceed a total of fifteen hundred dollars (\$1500).
- 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

1. 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-seven dollars and fifty cents (\$27.50) 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. 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. No discrimination will be used against an employee because he is an employee of the District.

G. Teacher Tenure Evaluation

1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

2. 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/Tardiness

1. a. Teachers will be in the building fifteen (15) minutes prior to the starting of classes for the day.
- b. Teachers will be in their assigned place of duty not later than five (5) minutes prior to the starting of classes for the day.
- c. During the day teachers will be at their assigned classes on time unless unusual circumstances or duty prevent them from doing so.
- d. 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 lunch hour, they are expected to notify the office.

- e. Teachers shall leave school no earlier than fifteen (15) minutes following the last dismissal bell.
2. Failure to comply with the above provisions shall be deemed the same as a case of tardiness.
 - a. Tardiness at the start of the day 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 the building principal an explanation for each tardiness before the close of the day.
 - c. The following rules will apply to cases of unexcused tardiness:
 - 1) First occurrence - verbal warning
 - 2) Second occurrence - written warning
 - 3) Third occurrence - pay deduction
 - 4) Fourth occurrence - double pay deduction
 - 5) 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, civil disorders, or other conditions affecting travel, the Superintendent may suspend the above rules.
3. 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.
4. 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.
5. 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.

6. The Association and the Board agree that the above shall not be interpreted to limit teachers' obligations to the District. Attendance at parent conferences, open houses, and regularly scheduled P.T.C. meetings will be obligatory, provided that these meetings are held on Tuesdays as provided for in section VII, H 7 of this contract. In addition, attendance at in-service meetings, curriculum meetings, staff meetings, or other public relations activities is a recognized professional obligation of all teachers, and teachers shall make a sincere effort to attend.
7. 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.
8.
 1. 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.
 2. In the case of a conflict between an assembly and an elementary music or art period, the elementary fine arts teacher will pursue one of the following courses after conferring with the teacher affected.
 - a. Hold class as regularly scheduled (with the mutual assent of the building principal).
 - b. Request that the classroom teacher assume responsibility for the students during the assembly and hold a make up class for the

students during the fine art teacher's planning period.

- c. Assume responsibility for the students during the assembly program.

The foregoing applies only insofar as the elementary fine arts teacher does not have an active part in the assembly program.

9. Changes in the regular daily schedule in any building will not be made without prior consultation with the staff involved.
10. 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

1. 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.
2. 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 nonacceptable. Elementary teachers will be notified only if there is a change in grade assignment.
5. a. In the event that severe financial conditions exist which require a reduction of staff, teachers not holding, or completely qualified for, a provisional, permanent, or life certificate shall be the first to be released. Exceptions will be made only when no qualified or so certified teacher is available.
- b. The following criteria will be used to determine the order in which legally certified staff will be released. Criteria will be applied in descending order to the degree to which staff must be reduced. Rehiring will be done in reverse order.
 1. Tenure status
 2. Total experience (contractual) in the district
 3. Experience in position (elementary or secondary, not grade or subject taught) in the district
 4. Total experience in position
 5. Total experience
 6. Degree
 7. Major or minor fields
 8. Permanent certification
- c. In the event that the above criteria does not serve to reduce staff to a sufficient degree, or if selection must be made with all the above criteria being equal, a committee composed of five (5) persons selected by the Association and the Superintendent or his representatives shall meet and determine the secondary criteria to be used in any further reduction or reassignment of staff.

- d. Nothing in this policy shall in any way limit or modify the rights or responsibilities of the teacher or the Board under the Michigan Tenure Act.
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.
7. Student teachers will be placed only with tenure teachers who consent to placement.

J. Teaching Conditions

1. 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.
4. Inter-school mail service shall be considered a means of private communication between individuals.
5. Any case of an employment-related assault on a teacher shall be promptly reported to the building principal. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault. The Board shall also render all reasonable assistance and support to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

K. Non-Discrimination

The provisions of this Agreement shall 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. Professional Qualifications

1. New teachers hired for a regular teaching assignment will hold at least a bachelor's degree from an accredited college or university and a provisional or permanent certificate.
2. Exceptions will be limited to vocational education personnel who do not hold a degree but are fully certified by the state in their vocational area.

N. Substitute Teachers

1. The Administration of the school in cooperation with the teaching staff will make a concentrated effort to have an adequate supply of certified substitute teachers available so that calling on regular teachers for substitute duty will be kept to a minimum. 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.
2. 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 Administration and teachers will provide each substitute with a sub-teacher kit to provide for adequate information for the job conditions of the day.

VIII. 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

1. There shall be one or more Association representatives for each school building to be selected in a manner determined by the Association.

2. The Association shall establish a Professional Rights and Responsibilities Committee which shall be broadly representative and which shall serve as the Association'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, it 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

- a. In the event a grievance is not resolved at Level Four, or if no disposition has been made within the period above provided, the grievance may be mediated according to state law and/or 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

- 1. 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.
- 2. 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.
- 4. 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.

IX. 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 maintaining a professional staff Curriculum Council. This Council will provide effective communication with, and assistance to, the Board in making improvement in the instructional program. Requests for curriculum study shall not be limited to the teaching staff.

- 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.

X. 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 certified personnel. In addition, the Board agrees to purchase ML and D45 NM riders during the first year of this contract and Prescription Drug \$1.25 co-pay rider during the second year of this contract.
 - 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 eight thousand dollars (\$8000) during the first year of this contract and ten thousand dollars (\$10,000) during the second year of this contract.
- C. Coverage under these policies will begin as soon as possible following commencement of service under contract for the school year.

XI. 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 5th year thereafter.
- C. The Board will pay each teacher $1/26$ of his scheduled salary every two weeks for 26 pay periods. The only exceptions to this will be teachers retiring or terminating their employment with the District.
- 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 1/185 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.
- O. The rate of pay for special summer assignments at the date such assignment commences shall remain the same for the duration of that assignment.
- P. Bachelor's plus twenty semester hours (30 term hours) schedule will be paid to those persons who have earned such hours after completion of requirements for a Bachelor's Degree and provisional certification. No person who was paid on the schedule during the 1969-70 school

year shall be refused payment if his credits do not meet the above specifications.

- Q. Teachers having completed twenty hours beyond the Bachelor's, or an advanced degree, must notify the Superintendent no later than the second Friday after school commences. Documentation to the Superintendent must be provided by the teacher as soon as possible.

XII. No Strike Agreement

The Association recognizes that strikes, as defined by Act 379 of the Public Acts of 1965, State of Michigan, by the 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 or withholding of services against the Board by any teacher or group of teachers.

XIII. Term of Agreement

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 1970 to and including the Thirtieth Day of June 1972.

In witness whereof, the parties hereto have caused this Agreement to be executed by their respective and proper officers, duly authorized, on the 15th Day of October 1970.

For the Board of Education:

[Signature] Witness [Signature] President
Marquise Sambrook Witness Wayne Woodby Secretary

For the Association:

[Signature] Witness [Signature] President
[Signature] Witness [Signature] Professional Negotiations Chairman

Appendix A

Base Salary Schedule

1970-1971

<u>Years credited on schedule</u>	<u>B.A. Degree</u>	<u>B.A. Plus 20 Sem. Hours (30 Term Hours)</u>	<u>M.A. Degree</u>	<u>Post Master's (See X.M.)</u>
0	8100	8375	8748	9315
1/2	8307	8582	8995	9578
1	8515	8790	9242	9841
1-1/2	8733	9008	9503	10,119
2	8951	9226	9764	10,397
2-1/2	9180	9455	10,040	10,690
3	9410	9685	10,316	10,984
3-1/2	9651	9926	10,607	11,294
4	9892	10,167	10,899	11,605
4-1/2	10,145	10,420	11,207	11,933
5	10,399	10,674	11,515	12,261
5-1/2	10,665	10,940	11,840	12,607
6	10,932	11,207	12,166	12,954
6-1/2	11,212	11,487	12,509	13,320
7	11,492	11,767	12,853	13,686
7-1/2	11,786	12,061	13,216	14,072
8	12,081	12,356	13,579	14,459
8-1/2	12,390	12,665	13,962	14,867
9	12,700	12,975	14,346	15,276
9-1/2	13,025	13,300	14,751	15,707
10	13,351	13,626	15,157	16,139

The 1971-72 salary schedule will be determined by a percentage increase equal to 3% plus the percentage increase in the Detroit Metropolitan Area Consumer Price Index as determined by the Bureau of Labor Statistics of the U. S. Department of Labor for the period from June 1970 to June 1971, but with the total general increase not to exceed 8%.

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	11%
- Assistant Varsity	9%
- Junior Varsity	9%
- Junior High	6.5%
Basketball - Head Varsity	11%
- Junior Varsity	9%
- Junior High	6.5%
Cross Country - Head	5.5%
Wrestling - Head Varsity	10%
- Assistant Varsity	6.5%
Baseball - Head Varsity	9%
- Junior Varsity	6.5%
Track - Head Varsity	9%
- Assistant Varsity	6.5%
- Junior High	6.5%
Tennis - Head	8%
Swimming - Head	8%

* Experience credit for internal transfer in coaching based on XI. D.

Sponsoring Dramatics Club	6%
Sponsoring Cheer Leaders	
Senior High	\$450
Junior High	\$250
G.A.A.	\$100
Elementary Physical Education Leader	2%

Elementary Librarian		4% or Phase II plus one day release time for every 1000 books over 3000
Directing Play or Operetta (elementary or secondary with notification and approval of building principal)		\$100
Safety Patrol Director		\$200
Service Squad Director		\$75
Senior Sponsor		\$200
Senior Finance Sponsor		\$100
Junior Sponsor		\$150
Junior Finance Sponsor		\$150
Sophomore Sponsor		\$50
Club Sponsor		see XI. N.

Appendix C

Teacher of the Mentally Retarded		\$300
School Social Worker	0-5 years	\$750
	6 or more years	\$1250
		with one extra week at end of school year
Diagnostician	0-5 years	\$750
	6 or more years	\$1250
		with one extra week at end of school year
Co-op Coordinator		\$225
		plus 1/40 salary per extra week
Physical Education Consultant		5%
Reading Clinician		\$475
Secondary Band		3%

High School Marching Band	2% total
Teacher of Speech Correction	\$475
Counselor	\$200 plus 1/40 salary per extra week
Department Heads	\$10 per section

Appendix D

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
Senior High Dances	\$10 per event
Junior High Dances	\$7.50 per event

Appendix E

Teaching Summer School Session	\$7 per hour
Teaching Driver Education outside regular school hours	\$7 per hour
Social Adjustment Class supervision	\$6 per hour
Regular 6th period assignment (secondary)	\$1600
Substituting for another teacher during school hours	proportionate to substitute pay

Center Line Public Schools

SCHOOL CALENDAR

1970 - 1971

Monday, September 7	Labor Day (schools closed)
Tuesday, September 8	Faculty Meetings
Wednesday, September 9	Schools open (students half day)
Wednesday, November 25	Schools close at end of day for Thanksgiving vacation
Monday, November 30	Schools reopen
Friday, December 18	Schools close at end of day for Christmas vacation
Monday, January 4	Schools reopen
Monday, February 1	Second semester begins
Thursday, April 8	Schools close at end of day for Easter vacation
Monday, April 19	Schools reopen
Monday, May 31	Memorial Day vacation
Wednesday, June 16	Schools open (students half day)
Thursday, June 17	Schools open (students full day)
Friday, June 18	Records Day (no students). End of school year

The 1971-72 calendar follows the 1970-71 Agreement (180 days in front of students, 185 days total responsibility, including 1970-71 parent-teacher conferences, in-service training, internal vacation days).

CENTER LINE PUBLIC SCHOOLS

6775 10 Mile Road

Center Line, Michigan 48015