

Concord
June 14, 1972

Concord School District

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

AGREEMENT BETWEEN THE CONCORD EDUCATION
ASSOCIATION AND THE BOARD OF EDUCATION OF THE
CONCORD COMMUNITY SCHOOLS

1 This agreement entered into this 22nd day of May, 1969, by and between the Board of Education of the Concord School District, Concord, Michigan, hereinafter called the "Board", and the Concord Education Association, hereinafter called the "Association". Where ever used in this Agreement the term "Board" means the duly elected governing body of the school district and any future addition to said district. The Superintendent, Assistant Superintendent, Principals, and Assistant Principals will hereafter be referred to in this contract as the "Administration", which for all purposes shall be considered as the agent for the Board of Education.

WITNESSETH

2 WHEREAS the Board, Administration, and the Association recognize and declare that providing a quality education for the children of the Concord School District is their mutual aim and that the character of such education depends predominatly upon the quality and morale of the teaching service, and

3 WHEREAS the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards.
(However, final decisions on the formulation of policies and programs shall rest with the Board and its representatives.) and

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

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

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

ARTICLE I - Recognition

7 A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure, probation and on per diem appointments, classroom teachers, substitute teachers, guidance counselors, librarians, speech and hearing therapists, special education teachers, employed now or in the future by the Board, but excluding supervisory and executive personnel and office and clerical employees. The term "teacher", when used hereinafter in the agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and reference to male teachers shall include female teachers.

8 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 pre-

vent any individual teacher from presenting a written grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such agreement.

9 C. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers under this contract shall be deemed to be in addition to those provided in the above mentioned laws and regulations.

ARTICLE II - Rights of the Board

10 The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, and of the foregoing, the right:

11 A. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.

12 B. To hire all employees and subject to the provisions of law, as well as this contract, to determine the qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.

13 C. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board. The Board being always cognizant of the opinions and recommendations of the professional staff.

- 14 D. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.. The Board being always cognizant of the opinions and recommendations of the professional staff.
- 15 E. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.
- 16 F. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and Public Act 379, and then only to the extent such specific and express terms thereof, are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE III - Teacher Rights

- 17 A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher employed by the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a

duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

18 B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement, and the Board and the Association agree to be bound by any lawful order or award thereof.

19 C. The Association and its members shall have the right by request to use school buildings and facilities at all reasonable hours for meetings. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises, provided said pin or identification is not larger than one (1) inch in dimension. One bulletin board shall be provided in each of the teachers lounges for means of communication. The officer of the Association shall have access to publishing equipment for purpose of communicating with members of the Association.

20 D. The Board agrees to furnish the Association in response to reasonable requests from time to time all available information concerning the financial resources of the District, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the school District, together with information which may be necessary for the Association to process any grievance or complaint.

ARTICLE IV - Membership

21 A. All teachers, as a condition of employment, shall either:

1. Sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the National and Michigan Education Associations) and such authorization shall continue in effect from year to year unless revoked by the teacher in writing between June 1 and September 1 of a given year.

or

2. Cause to be paid to the Association representation fee equivalent to the dues and assessments of the Association (including the National and Michigan Education Associations). The Superintendent shall point this out to prospective employees.

23 B. The deduction of membership dues shall be made from the second pay check for each month for ten (10) months beginning in September and ending in June of each year, and the Board agrees to promptly remit to the respective Association all monies so deducted, accompanied by a list of teachers from whom the deductions have been made.

24 C. Payroll deductions may be made upon written authorization

from the teachers for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.

ARTICLE V - Professional Compensation

- 25 A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the three year term of this Agreement, provided, however, that upon written notice to the other party at least sixty (60) days prior to the first day of April of every year of this Agreement, either party may request the reopening of negotiations of such salary schedule as well as Schedule B.
- 26 B. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined during normal teaching hours. For extra work the teacher shall be entitled to appropriate additional professional compensation as set forth in Schedule B which is attached to and incorporated in this Agreement.
- 27 C. Contracts will be for 187 teacher attendance days. This will include In-Service days, a pre-school day, and a day at the end of each semester. New teachers will have an additional pre-school day making a maximum of 188 teacher attendance days. If the State should increase attendance day requirements the maximum will be increased accordingly. The Administration will consult with the Association on the proposed school calendar prior to presenting it to the Board.
- 28 D. The following legal holidays shall be observed and all schools closed: Labor Day, Thanksgiving Day, Christmas Day, New Years Day, the afternoon of Good Friday, and Memorial Day.

29 E. Negotiations will commence no later than the first week
in February. All efforts will be made to complete negotiations
before June 1st.

ARTICLE VI - Teaching Hours

30 A. All teachers normal teaching hours shall be as follows:

31 1. All teachers must check into their building at least
15 minutes before school begins.

32 2. Teachers shall leave the classroom no earlier than
fifteen (15) minutes after the close of classes, unless they have
specific school duties.

33 3. Principals may schedule teacher meetings at the rate
of one half hour per week.

34 B. All teachers shall be entitled to a duty-free uninter-
rupted lunch period no less than forty (40) minutes in length or
no longer than the scheduled period.

35 The Board and Administration recognize the principle of a
standard forty-hour (40 hour) work week and will, as far as poss-
ible, set forth work schedules and make professional assignments
which can reasonably be completed within such standard work week.
The Board and Administration will not require teachers regularly
to work in excess of such standard work week within any school
building.

ARTICLE VII - Teaching Loads
and Assignments

36 A. The Board, Administration and Association realize that
there is a normal teaching load at the high school level and that
this load should not be exceeded. Because of the changing nature
of the high school curriculum, it is not possible to state this

normal teaching load in terms of teaching periods. The Administration will set teaching loads consistent with good teaching practices and sound economic judgment. Each secondary teacher is entitled to a conference or preparation period equivalent to one class period provided that there are no more than seven (7) class periods per day.

37 B. The Board and the Administration will make every effort to hire only qualified teachers for full time teaching positions. However, if qualified teachers are not available, the Board agrees to hire no one with less than 112 semester hours which credit shall be applicable toward a degree and certification in education and shall be from a college accredited for teacher training. It is the intent of this provision that the minimum of 112 hours (1969-70) becomes 118 hours the following year, etc.

38 C. Teachers who will be affected by a change in grade assignments in elementary school and by changes in subject assignments in the secondary school will be notified and consulted by their principals as soon as practicable and prior to July 1st. Such changes will be by mutual agreement. Every effort will be made to avoid reassignment of probationary teachers to different grade levels unless the teacher requests such changes.

39 D. No teacher shall be assigned a class schedule requiring more than three (3) preparations. This is in keeping with sound educational practices. The following teaching assignments are exempt from the above:

- 40
- | | |
|------------------------|------------------------|
| 1 - Art | 5 - Industrial Arts |
| 2 - Business Education | 6 - Music |
| 3 - Foreign Languages | 7 - Physical Education |
| 4 - Home Economics | |

ARTICLE VIII - Teaching Conditions

41 A. Since class size is difficult to determine, a ratio of
25 students for every professional staff member, with the excep-
tion of the Administration, shall be established and maintained
throughout the system.

42 The following guidelines are recommended as approaching the
ideal:

- (1) Kindergarten - - - - - 25 pupils
- (2) Lower Elementary Grades (1 thru 3) - - - 23 pupils
- (3) Upper Elementary Grades (4 thru 6) - - - 25 pupils
- (4) Special Education Classes - - - - - 15 pupils
- (5) English, Social Studies, General Education,
Mathematics, Science, Language, Business - 25 pupils
- (6) Typing - - - - - 30 pupils
- (7) Industrial Arts - - - - - 20 pupils
- (8) Drafting, Arts, and Crafts - - - - - 25 pupils
- (9) Homemaking - - - - - 20 pupils
- (10) Music (Vocal) - - - - - 35 pupils
- (11) Health Education - - - - - 40 pupils

43 Class rooms should provide for flexibility and inovations in
teaching methods (large and small group presentations).

44 B. Counselors will not be required to council a student
whom he or she has as a classroom student.

45 C. The Board and the Administration recognize that appro-
priate tests, library reference facilities, maps and globes,
laboratory equipment, art supplies, athletic equipment, current
periodicals, standard tests and questionairres, and similar mater-
ials are the tools of the teaching profession. The Administration
will confer with teachers for the purpose of improving the selec-

tion and use of such educational tools. The Board will undertake to promptly implement the recommendations of the Administration for such facilities, equipment and materials.

46 D. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.

47 E. The Board shall make available in each school adequate lunch room, restroom, and laboratory facilities for use of teachers and other authorized persons and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted.

48 F. Telephone facilities shall be made available to teachers for their reasonable use for local calls only except for school business.

49 G. Vending machines for beverages may be installed in the teachers lounges, the proceeds to be used for the student scholarship fund as established by the Association. The Board shall assume no responsibility for the operation or financial arrangements of such machines. Only one machine per teachers lounge will be permitted. It shall be the responsibility of the Association for proper orderliness of such machines.

50 H. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teachers. Any activities outside of existing civil law may be grounds for suspension or discharge.

51 I. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex,

marital status, or membership in or association with the activities of any employees organization.

ARTICLE IX - Professional Behavior

52 A. Teachers are expected to comply with system wide written rules, regulations, and directions from time to time, adopted by the Board or its representatives, which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.

53 B. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher, reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline or the Code of Ethics of the Education Profession shall be promptly reported to the offending teacher and to the Association. The Administration, with the Association, will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher.

ARTICLE X - Vacancies and Promotions

54 A. Whenever any vacancy in any professional position in the District shall occur, the Administration shall notify the Association and publicize the vacancy by posting every school building. No vacancy shall be permanently filled until such vacancy shall have been posted for at least five (5) days.

55 B. Any teacher may apply for such vacancy. In filling such vacancy the Board and Administration agree to give due weight to professional background and attainments of all applicants, the

length of time each has been in the school system of the District, and other relevant factors. The Board declares its support of a policy of promotions from within its own teaching staff, including promotions of supervisory and executive levels.

56 "Service" in the system, for the purpose of this Agreement, shall mean continuous employment in the schools of the District, including substitute service, irrespective of tenure status, but shall exclude all periods when the teacher was on leave of absence for any cause.

ARTICLE XI - Transfers

57 A. Any teacher who shall be transferred to a supervisory or executive position and who shall later return to a teacher status shall be entitled to retain and accumulate such rights and service as he may have under this Agreement during the period of such transfer to supervisory or executive status.

58 B. An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the instructional program. The Administration shall notify the affected teacher and the Association of the reasons for such transfer.

ARTICLE XII - Leave Pay

59 A. All teachers regularly employed by the District who are absent from duty because of personal illness shall be allowed ten (10) days sick leave at the start of the year at the rate of one (1) day for each month.

60 Sick leave will be accumulative to a total of ninety (90) days.

61 The daily wage will be based on the teacher's base pay and the number of days agreed upon in this contract.

62 B. All teachers shall have their teaching plans in order so that in the event of a teachers illness a substitute teacher will be able to continue with the plan with a minimum of interruption. An absent teacher whose lesson plans are not available shall forfeit sick leave pay for that day. A lesson conveyed by phone will be acceptable.

63 C. Any teacher whose personal illness extends beyond the period compensated will be granted a leave of absence without pay or increment for such time as is necessary for complete recovery to a maximum of one year. Further extensions may be granted at the will of the Board of Education. Upon return from a leave a teacher may be assigned to the same or similar position, provided such a vacancy exists.

64 D. Any teacher who is absent because of an injury or disease compensatable under Michigan's Compensation Act should receive from the Board the difference between the Workmen's Compensation payment prescribed by law and his regular salary, to the extent and until such time as such teacher shall have used up any so-called 'sick pay' provided herein.

65 E. Any teacher who returns from extended illness requiring doctor's care shall submit a statement from their doctor showing fitness to return.

ARTICLE XIII - Leaves of Absence

66 A. Leaves of absence with pay chargeable against the teacher's allowance shall be granted for the following reasons:

67 (1) A maximum of five (5) days per school year for a critical illness in the immediate family.

68 (2) One (1) day when emergency illness in the family requires a teacher to make arrangements for necessary medical or nursing care.

- 69 (3) One (1) day, except when travel requires additional time, for attendance at the school graduation of a son, daughter, husband or wife.
- 70 (4) At the beginning of the school year each teacher will be credited with two (2) days to be used for professional or personal business. Arrangements for professional days shall be made one week in advance and personal days one day in advance. Personal business days shall be defined as related to financial, religious, medical, dental, or legal appointments or problems.
- 71 (5) Time necessary for attendance at the funeral service of a person whose relationship to the teacher warrants such attendance.

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

- 73 (1) A maximum of five (5) days per school year for a death in the immediate family. The immediate family is defined as spouse, child, mother, father, mother or father of current spouse, brother or sister.
- 74 (2) Absence when a teacher is called for jury duty. Teacher shall be paid regular salary less the daily jury duty fee paid by the court, less travel expenses or reimbursement of expenses. No salary shall be paid to a teacher who, without being summoned, volunteers for jury duty.

- 75 (3) Court appearance as a witness in any case connected
with the teacher's employment or school or whenever
a teacher is subpoenaed to attend any proceedings.
- 76 (4) Approved visitation to other schools or for attending
educational conventions, including Association meetings
sanctioned by the School Administration.
- 77 (5) Time necessary to take selective service
physical examinations.

78 C. Leaves of absence without pay may be granted upon
application for the following purposes:

- 79 (1) Study related to the teacher's licensed field.
- 80 (2) Study to meet eligibility requirement for a
license other than that held by a teacher.
- 81 (3) Study, research or special teaching assignment
involving probable advantage to the school system.
- 82 (4) The teacher may return to the same or comparable
position if available. The maximum leave of absence
shall be one (1) year. The regular salary increment
occurring during such period shall be allowed.

83 D. A maternity leave shall be granted, without pay, commencing
not later than the end of the fifth (5th) month of pregnancy except:

- 84 (1) when the fifth (5th) month falls in the first (1st)
month of the second (2nd) semester the teacher will
be granted the leave at the end of the first (1st)
semester.
- 85 (2) when the fifth (5th) month falls within two (2)
months of the end of the semester the leave will
be granted at the end of that semester.

86 (3) To be granted leave the teacher must inform the
Administration by the fourth (4th) month. The
maximum leave of absence shall be one (1) year.

87 E. Teachers who are officers of the Association or are
appointed to its staff should, upon proper application, be given
leave of absence without pay for the purpose of performing duties
for the Association.

88 F. Military leaves of absence shall be granted to any teacher
who shall be inducted or shall enlist for military duty to any
branch of the armed forces of the United States.

89 Teachers on military leave shall be given the benefits of any
increments which would have been credited to them had they remained
in active service in the school system.

90 G. The Board shall grant a leave of absence without pay to
any teacher to campaign for, or serve in, a public office.

91 H. All requests for leave shall be in writing. All extended
leaves shall be one year, with further extension at the will of the
Board.

ARTICLE XIV - Teacher Evaluation

92 A. All monitoring or observation of the work performance of
a teacher shall be conducted openly and with full knowledge of the
teacher. The use of eavesdropping, closed circuit television,
public address or audio systems, and similar surveillance devices
shall be strictly prohibited.

93 B. Each teacher shall have the right, upon request, to review
the contents of his own personnel file except the confidential cre-
dentials. A representative of the Association may be requested to
accompany the teacher in such a review.

94 C. A teacher shall, at all times, be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made no action shall be taken with respect to the teacher until such representative of the Association is present.

95 D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such discipline, reprimand, or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance asserted by the Board or any agent or representative thereof shall be subject to the professional grievance negotiations procedure hereinafter set forth.

ARTICLE XV - Protection of Teachers

96 A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board and Administration recognize their responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board and Administration further recognize that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students not to be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Administration will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

97 B. Any case of assault upon a teacher shall be promptly reported to the Board via the Administration. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

98 C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense provided that there was just cause for such action as judged by the Administration and the Board in consultation with the Association.

99 D. The time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher unless it is determined by the Administration and the Board in consultation with the Association that there was not just cause.

100 E. Any legitimate complaints directed toward a teacher shall be promptly called to the teacher's attention.

101 F. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

ARTICLE XVI - Negotiations Procedures

102 A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time

during the period of this Agreement upon request of either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving such matters.

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

104 C. If the parties fail to reach an agreement in any such negotiation, either party may invoke the mediation machinery of the State Labor Mediation Board or may take any other lawful measures it may deem appropriate, including the imposition by the Association of professional sanctions to discourage teachers from working in the absence of a contract.

ARTICLE XVII - Professional Grievance
Negotiation Procedures

105 A grievance is defined as an alleged violation of a specific article or section of this Agreement. Such grievance shall be submitted to the following grievance and arbitration procedures:

106 A. Any teacher, group of teachers, or the Association, believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, or any other existing rule, order or regulation of the Administration, or any other provision of Law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms or conditions of employment, may file a written grievance with the Board or its designated representative. This grievance must be initiated within ten (10) days of occurrence by the teacher or group of teachers working through the Association who believe there has been a violation, misinterpretation or misapplication of this Agreement or any existing rule. The Board hereby designates as its representative for such purpose the Principal in each school building and the Superintendent of Schools when the particular grievance arises in more than one school building.

107 B. Within ten (10) days of receipt of the grievance the designated representative of the Board shall meet with the Association in an effort to resolve the grievance. Affected teachers may or may not be present at such meeting. If the meeting is with the school principal and the parties cannot agree, the grievances shall be promptly transmitted to the Superintendent who shall have fifteen (15) days thereafter to approve or disapprove the grievance. If the grievance is transmitted directly to the Superintendent, he shall have ten (10) days from receipt to approve or disapprove it. If the grievance shall be denied by the Superintendent, either upon review of the action of the school principal, or in the first instance, the grievance shall immediately be transmitted to the Secretary of the Board, with a statement of reasons why it is being disapproved.

108 C. Within thirty (30) days from receipt of the grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedures as it may deem appropriate for consideration of the grievance, provided, however, that in no event except with express written consent of the Association, shall final determination of the grievance be made by the Board more than thirty (30) days after its submission to the Board.

109 D. If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to arbitration before an impartial arbitrator selected by the parties. 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 hearing. The Board shall not be permitted to assert in such arbitration proceedings any grounds or to rely on any evidence not previously disclosed to the Association. 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 or competent jurisdiction.

110 D. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.

111 F. The cost of any arbitration service and expense shall be borne equally by the Board and the Association.

112 G. For administrative convenience, the Board may cause complaints which may be the subject of grievances under this Article first to be presented to a department head, assistant principal, or other school employees, for informal processing, in an effort to reduce the number of formal grievances handled under the professional grievance procedure herein established. The parties shall mutually work out procedures for such informal processing upon request, but exhaustion of such informal procedures shall not be required as a condition precedent to invoking the grievance procedure, nor shall the participation of department heads, assistant principals, or other employees, in such informal procedures be deemed to be a supervisory or executive function.

ARTICLE XVIII - Professional Study Committees

113 A. There is hereby established a Professional Study Committee composed of six (6) members, three (3) members selected by the Board and three (3) members selected by the Association. Additional Professional Study Committees may be established as required. The Committee shall submit an annual report and recommendations to the Board by the first of March of each year.

114 B. The Committee shall consider the following kinds of questions:

115 (1) Should team teaching techniques be introduced into the school curriculum?

116 (2) Should there be changes made in the school curriculum?

117 (3) Should current educational television programming
for the elementary level be increased, decreased,
or abandoned?

118 (4) How can we make better use of information and
techniques being developed elsewhere in the
country without undue time lag or duplication
of effort, while distinguishing advertised from
achieved results from such experience?

119 (5) What kind of released time program should be
instituted in this District to provide time
for professional teachers meeting in the District?

120 C. The clerical expense of such Committee shall be borne
by the Board.

ARTICLE XIX - Miscellaneous Provisions

121 A. The Board agrees that at all times it will maintain an
adequate list of substitute teachers and agrees that every effort
will be made to secure a substitute teacher rather than to call upon
regular teachers to give up their conference hour to substitute.
Teachers shall call before one hour prior to the start of school
to report unavailability for work. Once a teacher has reported
unavailability, it shall be the responsibility of the Administra-
tion to arrange for a substitute teacher.

122 B. The Association shall be duly advised by the Board of
fiscal, budgetary, and tax programs affecting the District and the
Association shall, whenever feasible, have the opportunity in ad-
vance to consult with the Board with respect thereto prior to
general publication.

123 C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual contracts for teachers shall be made expressly subject to the terms of this Agreement. Teachers currently on schedule may have additional duties assigned to them with appropriate compensation. The Administration agrees to notify the Association of all such arrangements immediately.

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

125 E. If any provisions of this Agreement or an application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XX - Duration of Agreement

126 This Agreement shall be effective as of June 15, 1969 and shall continue in effect for three (3) years until June 14, 1972. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

CONCORD EDUCATION ASSOCIATION

BY John C. Snow
Its President

BY Steve V. Laske
Its President

BY Betty Brigham
Its Secretary

BY Masine Scripser
Its Secretary

SCHEDULE "A"

1. The following shall be the schedule of basic teaching salaries:

<u>Step</u>	<u>Non-Qualified</u>	<u>A.B.</u>	<u>A.B. + 15</u>	<u>M.A.</u>
1	\$5800	\$6700	\$6900	\$7100
2	\$6000	\$7000	\$7200	\$7400
3	\$6200	\$7400	\$7600	\$7800
4	\$6400	\$7700	\$7900	\$8200
5	\$6600	\$8100	\$8300	\$8600
6		\$8400	\$8600	\$8900
7		\$8700	\$8900	\$9200
8		\$9000	\$9200	\$9500
9		\$9500	\$9700	\$10,000
10		\$10,200	\$10,400	\$10,700

2. Qualified Teachers

A qualified teacher under this contract shall be defined as having:

- a. At least a four year degree from a college accredited by the State for teacher training.
- b. A "Provisional, Permanent, Life or Continuing Certificate" issued by the Department of Education of the State of Michigan.

3. Outside Experience

- a. All qualified teachers as defined above shall be given credit for a maximum of seven years of outside teaching experience in any recognized school system in Michigan or elsewhere. Thus, a qualified incoming teacher with seven or more

years of teaching experience would be placed on the eighth step of the salary schedule. If the incoming teacher has one half year or more of additional experience he shall be placed on the next step above.

- b. Military experience up to two (2) years will be allowed as outside experience for a qualified teacher. This two years must be within the allowable seven year maximum.

4. Salary Adjustment for Advancement

- a. In order to qualify for the 15 or 30 hour increment the teacher must be on an approved Masters program in the educational field at an accredited teacher training institution.
- b. Salary adjustments will only be made on September 1 or February 1. If a teacher qualifies for advancement because of earning a degree, or the extra 15 or 30 hours, that work must be completed before September 1 to qualify for the full differential and before February 1 for the half differential.
- c. Further, to assist in budgeting, the teacher must notify the Superintendent in writing by May 1 of each year of his intent to complete the necessary requirements for the advancement. Failure to do this will disqualify the teacher for advancement.
- d. No salary adjustment under this Agreement will be retroactive.

e. In order to qualify for the increment and increase from one year to the next a teacher must show evidence of professional growth. To do this a teacher must, within a three year period, serve on a professional educational committee related to his teaching field; attend a conference within his teaching field; take classes in graduate school; do meaningful travel; publish articles or a book, etc; attend workshops related to his teaching field; visit other schools for the purpose of improvement of teaching style or methods, or other approved activities.

5. Insurance

The Board shall provide the full cost of the "MEA Super Med" Medical-Hospital Insurance to those teachers who qualify. This coverage to continue as long as the teacher is under contract.

6. Part-time Teachers

All teachers who teach part-time shall be paid at an hourly rate figured on the scale step placement to which they are entitled. The step will be determined by experience as set up in Item 3.

A teacher working part-time will be paid by the hour and credit will be given for the pay step by the number of hours taught.

7. Pay for extra classes

Where a secondary teacher is assigned an extra class above the normal class teaching load, he shall be paid extra for that hour. If the total scheduled hours in the day are 7 he shall be paid 1/7th of his base salary; if total scheduled hours in the day are 6 he shall be paid 1/6th of his base salary, etc.

8. Substitute Teachers

Substitute teachers will be paid at the rate of \$22 per day.

9. Non-Qualified Teacher Promotion

- a. Where a non-qualified teacher presently in the system attains the necessary requirements to be qualified for the coming year, ~~that~~ teacher will receive credit for a maximum of four years experience. Therefore, if such teacher has four or more years of teaching experience, he will be placed on the fifth step of the qualified salary scale.
- b. Newly hired non-qualified teachers will be given half credit for teaching experience up to a maximum of four years.

SCHEDULE "B"

Additional pay will be paid as indicated for the following additional duties: (Based on teacher's contract salary)

Head Football Coach - - - - - 7% to 11% in 4 steps

Assistant Football Coach - - - - - 6%

Head Basketball Coach - - - - - 7% to 11% in 4 steps

Assistant Basketball Coach - - - - - 6%

Jr. High Basketball Coach - - - - - 3%

Head Baseball Coach - - - - - 6% to 10% in 4 steps

Track Coach - - - - - 6% to 10% in 4 steps

Wrestling Coach - - - - - 6% to 10% in 4 steps

Cross Country Coach - - - - - 3%

Golf Coach - - - - - 3%

Each Play - - - - - 3%

Yearbook Advisor - - - - - 3%

School Paper Advisor - - - - - 3%

Cheerleading Advisor - - Sr.High - 3%

Cheerleading Advisor - - Jr. High- 2%

Debate, Forensics Coach - - - - - 1%

Safety Patrol - - - - - 1%

H. S. Student Council Advisor - - - 2%

G. A. A. Advisor - - - - - 3%

Junior and Senior Class Advisor - - 2% paid by class

All other classes or organizations shall pay their advisors \$25 from their treasuries.