

1966-69

Agreement Between
The
BOARD OF EDUCATION
of
DAVISON COMMUNITY SCHOOLS
and
THE DAVISON EDUCATION
ASSOCIATION

Davison Bd. of Ed.

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Agreement Between

The

BOARD OF EDUCATION

of

DAVISON COMMUNITY SCHOOLS

and

**THE DAVISON EDUCATION
ASSOCIATION**

THIS AGREEMENT IS MADE AND ENTERED INTO on this 6th day of September 1966, by and between the BOARD OF EDUCATION OF THE DAVISON COMMUNITY SCHOOLS, DAVISON, MICHIGAN (hereinafter referred to as the "Board"), and the DAVISON EDUCATION ASSOCIATION (hereinafter referred to as the "Association").

EDUCATION ASSOCIATION AGREEMENT

This Agreement entered into this 6th day of September, 1966, by and between the Board of Education of Davison Community Schools, Davison, Michigan, hereinafter called the "Board", and the Davison Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Davison is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS, the Association recognizes that the Board, under law, has the final responsibility for establishing policies for the district; and

WHEREAS, the Board recognizes that teaching is a profession; and

WHEREAS, the Board recognizes the educational expertness of the teachers and views the consideration of educational matters as a mutual concern; and

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

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

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

ARTICLE I

Recognition

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 counsellors, librarians, school psychologists and social workers, speech and hearing therapists, visiting teachers, advising or critic teachers, teachers of the homebound or hospitalized, attendance or truant officers, school nurses, now employed or to be employed by the Board (whether or not assigned to a public school building), but excluding the Superintendent of Schools, Assistant Superintendents, Principals, Assistant Principals, Business Administrator, Curriculum Coordinator, Director of Library Services, Director of Guidance Services, and office and clerical employees. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of

this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

C. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Davison Education Association, the Michigan Education Association and the National Education Association, as they choose, which sums shall be deducted as dues from the regular salaries and remitted not less frequently than monthly to the Association. Teachers shall indicate to the Board by this written assignment, the organizations to which they wish to have their deductions assigned, which assignments shall continue in effect from year to year unless revoked in writing before September 1 of any given school year. During the term of this agreement, the Board shall not deduct dues for any teacher organizations other than those listed above.

D. Nothing contained herein shall be construed so as to deny or restrict to any teacher rights he may have under the Michigan General School Laws. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II

Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher employee of the Board shall have the right freely to organize, join, and support the

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

B. 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.

C. The Association and its members shall have the right, upon previous notification to the building principal, to use for meetings between the close of school and 10:00 P.M., school buildings having night personnel. Meetings whose activities may exceed the 10:00 P.M. limit may also be arranged for by previous notification to the building principal. No teacher shall be prevented from wearing insignia, pins or other

identification of membership in the Association or any other teacher organization, either on or off school premises. Bulletin boards and other established media of communication shall be made available for the use of the Association and its members, in an area not frequented by students.

D. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirements, (items which are a matter of public record), and allocations and such other information as will assist the Association in understanding and developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

E. It will be the general practice of all parties in interest to process grievances during times which do not interfere with assigned duties; provided, however, in the event it is mutually agreed by the aggrieved person, the Association, and the Board to hold proceedings during regular working hours, a teacher participating in any level of the grievance procedure, including arbitration, on his own behalf or on behalf of the Association, with any representative of the Board, will be released from assigned duties without loss of salary.

F. The Board will continue to provide for in-service training workshops for all teaching

staff on a released-time basis, and the Association will be included in the planning.

G. The Board agrees to provide released time for the president, other officers, and committee chairman of the Association, as deemed necessary by the Association. There shall be no deduction from salaries, provided that the Association shall pay for the cost of any necessary substitutes. No released time shall be granted unless the Association notifies the building Principal's office in writing three (3) days in advance of the proposed absences.

H. The Board agrees to provide for the Association the use of school equipment and facilities for the duplication of printed materials, provided that the use of such equipment be made only outside regular school hours and with permission of the building principal. The Association shall furnish their own materials for such purpose, and shall not use school materials.

I. The Board agrees to reasonable payroll deductions as requested by the Association which shall include but not be limited to the following:

1. D.E.A.; M.E.A.; and N.E.A. dues.
2. M.E.A Health and Accident Insurance.
3. Flint Teachers' Credit Union.
4. United Fund.
5. United States Savings Bonds.
6. Tax Deferred Annuities.

J. The Board agrees to forward to the Association President a summary of the agenda of

each School Board meeting at the time it is distributed to School Board members. So that teacher energy may be conserved primarily for teaching efforts, the Board further agrees to place early on the agenda of each School Board meeting, whenever possible, those items directly affecting teachers.

ARTICLE III

Professional Compensation

A. 1. The salaries of teachers covered by this agreement are set forth in Schedule A which is attached to and incorporated in this agreement.

2. Salary differentials of teachers covered by this agreement are in Schedule B which is attached to and incorporated in this agreement.

3. The salaries and salary differentials set forth in Schedules A and B shall remain in effect during the term of this agreement, provided, however, that if operating revenues should exceed or be reduced by an amount equalling 2½% of the total anticipated operating budget of the district, negotiations shall automatically be reopened at the request of either party. Provided, further, that negotiations affecting this article will take place according to the provisions set forth in Article XIV.

B. 1. The salary schedule is based upon a normal school year beginning the day following Labor Day in September and continuing to the end of the thirty-ninth week of that school year

in June, covering normal teaching hours as defined in Article IV below. For extra work the teacher shall be entitled to appropriate additional professional compensation, at his established professional hourly rate. The professional hourly rate of any teacher shall be determined by dividing his base salary, as set forth in Schedule A, by 1,560 hours. Both parties agree that there shall be a minimum of 180 membership days, per year, as prescribed by law.

2. The teacher shall also be paid his established hourly rate, in addition to his base salary, for summer school teaching, the teaching of driver education, and any other extension of professional duties beyond the normal teaching hours and the normal school year, and be paid eight-tenths (8/10) of his hourly rate for substitution during his planning period for any other teacher who is absent from his classroom. Although it is discouraged as customary practice, because of its adverse effect upon the teaching-learning situation, it is recognized that there may be emergency situations when a substitute teacher cannot be obtained for an elementary classroom and the absented teacher's classroom of children might conceivably have to be divided among several teachers. In the event of such a situation, those teachers assuming a portion of the absented teacher's students shall each be recompensed that fraction of his or her daily contractual pay which coincides with the fraction of the absented teacher's classroom placed into his or her room during the emergency situation.

C. All adjustments to salary as a result of additional training shall be effective at the beginning of the semester following the date on which courses are successfully completed.

D. Teachers new to the school district shall not be required to report more than three days, returning teachers not more than one day, prior to the beginning of classes in September. The Board will continue to allow at the end of the school year, for teachers' completion of final records, at least the same number of days allowed in June, 1966.

E. The following holidays shall be observed. No teachers shall be required to work on these holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and its following Friday, Christmas Day. A committee of the Association and the Administration shall study the feasibility of providing a recess period of two full weeks at Christmas and one full week following Easter. A report will be made at the earliest possible date, but no later than December 1, 1966.

F. In the event that any principal is absent for a period exceeding one-half day the Board agrees to assign at least one office clerk to that school office. When a teacher fills in during the absence of the principal he shall be paid at one-and one-half times his normal professional hourly rate.

G. Any teacher using his personal automobile in the performance of school-connected activities, when a school automobile is not avail-

able, shall be paid a mileage rate of eight cents (\$.08). Itinerant teachers shall also receive the same mileage for miles driven to and from the various teaching stations.

H. Teachers may be granted leave of at least one (1) day per year for the purpose of visiting other schools or attending meetings or conferences of an educational nature. The number of teachers allowed to leave at any one time will be within the discretion of the administration. The Board shall pay the reasonable expenses (including fees, meals, lodging, and transportation) incurred during the attendance of such meetings at the request of and/or with the advance approval of the Building Principal.

ARTICLE IV **Teaching Hours**

A. The teacher's normal teaching hours shall be as follows:

1. The length of the students' school day for the secondary schools will be from 8:15 A.M. to 2:55 P.M. and for the elementary schools, with the exception of kindergarten and the first grade, from 9:00 A.M. to 3:30 P.M. All teachers will be expected to be at their assigned places of duty not later than fifteen (15) minutes prior to the beginning time and ten (10) minutes past closing time. Teachers shall remain in their building ten (10) additional minutes each day except on Fridays, days prior to vacation periods or days of evening open-house or parent-teacher organization meetings, on which days teachers may leave the building ten

(10) minutes after closing time, provided that all school buses have departed. Teachers taking after-school college courses shall notify the Building Principal in advance as to the days of class sessions and the duration of said courses, and certain exceptions may be made to allow such teachers to leave earlier.

2. Kindergarten and first grade children will be dismissed at 2:30 P.M., with their teachers receiving planning time until the dismissal of the other elementary grades.

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

C. 1. Teachers shall be required to remain after school, without additional compensation, for up to forty (40) minutes past the teacher's regular school hours, on each of two (2) days each month, to attend meetings called by the school principal. To the extent possible, memoranda will be utilized to shorten the content and time of such staff meetings.

2. Teachers may be required to attend not more than five (5) evening meetings during the school year. Attendance at all other evening meetings will be at the option of the individual teacher.

D. All teachers shall be entitled to a duty.

free uninterrupted lunch period, to be accomplished by the hiring of teacher aides. This lunch period shall in no event be less than thirty (30) minutes.

E. No later than the second semester of the 1966-67 school year, every teacher shall be provided with a minimum of eighty (80) minutes per day, free from the supervision of students, for lunch and planning periods.

F. Whenever possible, the schedules of traveling teachers shall be so arranged as to provide that their relief times will occur at their "home" building location.

G. Because the services of traveling teachers, such as music and art teachers, provide a period of planning time for elementary teachers, the Board agrees that, in the absence of such traveling teachers, whenever possible the regular planning period of the classroom teacher shall not be discontinued but provided for through the employment of substitute teachers, who, if not qualified to teach the teacher's subject, will be furnished with such materials that they might present a period of music or art appreciation.

H. Teachers are expected to be in their classroom: at any time the students are assigned to that room; at the beginning of the teacher's working day; at the ringing of any bell or the regularly announced time for the end of any recess or lunch period; or immediately upon the completion of any relief or planning period; unless scheduled for a planning period,

for emergency purposes, or unless assigned by the principal to any other location.

ARTICLE V

Teaching Loads and Assignments

A. The normal weekly teaching load in the Senior High School shall be consistent with North Central Standards. The Teaching Load in the Junior High School will be thirty-five (35) teaching periods of not more than (45) forty-five minutes. No departure from these norms, except in case of emergency, shall be authorized without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and the desirability of such deviation, the matter may be processed through the professional grievance negotiation procedure hereinafter set forth.

B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study.

C. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals prior to December 1 and prior to June 1. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different

grade levels unless the teacher requests such change. Any teacher to be reassigned shall be provided with a written statement as to the need for reassignment at least thirty (30) days before the close of the school year or thirty (30) days before the mid-year semester where this is more appropriate.

ARTICLE VI

Teaching Conditions

The Board and the Association recognize that optimum school facilities and class sizes are desirable to insure the high quality education that is the goal of both the teacher and the Board.

The Association recognizes that the Board has made efforts, through millage programs and other means, to work toward this desired end.

The Board agrees to consult with the Association during the opening weeks of each school year covered by this contract concerning an immediate relief from outsized classes and overcrowded conditions, with the understanding that all reasonable means will be implemented. Reasonable means may include, but not be limited to, bussing of children to less crowded units, employing part-time teaching helpers, and creating additional teaching stations.

A. Subject to the above conditions, class size shall be lowered wherever possible, and every effort shall be made to keep class sizes within the following maxima:

1) Kindergarten	27
2) Elementary School grades	31
3) Special classes for handicapped or mentally retarded State maximum requirements	
4) Special sight-saving and hearing conservation classes State maximum requirements	
5) Emotionally disturbed classes State maximum requirements	
6) Secondary Schools—Junior High	
English	31 pupils
Language	31 pupils
Mathematics	31 pupils
Science	31 pupils
Business Education	31 pupils
Social Studies	31 pupils
Drafting	31 pupils
Health (Jr. High)	31 pupils
Health (Sr. High)North Central Requirements	
Physical Education	50 pupils
Homemaking	25 pupils
Machine Shop: Metal & Welding ..	22 pupils
Woodworking	25 pupils
Art	31 pupils
Music: General	37 pupils
Performing Group	At leader's choice
Beginning Band	25 pupils
	(after first month of school)

Secondary Schools—

Senior High ...North Central Requirements

B. The counselor-student ratio shall not exceed the North Central requirements.

C. No elementary teacher shall be assigned

a split classroom, unless absolutely necessary and with the approval of the teacher.

D. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties of the contract will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement all joint decisions thereon made by its representative and the Association. A joint Association-Board Committee will study implementation of the following areas:

1) The Association will be involved in determining the amount of expenditures for such supplies and materials, and the adequacy of these materials.

2) More uniform ordering procedures are to be developed and applied to all buildings.

3) All teachers shall be allowed to order from firms other than those specifically designated by the Board.

4) Teachers will be allowed to purchase materials as the need arises, and will not be limited to one annual ordering date.

5) To avoid duplication and to ensure more effective use of permanent teaching tools, plans and provisions will be made for an Instructional Materials Center to be located in every

main building. An adequate cataloging, index, and check-out system will be devised.

E. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained. No teacher shall be required to perform classroom housekeeping duties in order to have his classroom properly maintained.

F. To the extent possible without additional expenditures, teachers shall be relieved of tasks requiring non-teaching skills, such as collection of monies for milk, lunch, book and supply fees; recording of attendance; preparation of student emergency procedure file cards; transferring of students' grades from monthly summary cards to report cards; and preparation of certificates required in driver education and any other program.

To this end, the Board agrees to employ at least one full-time clerk or secretary in the Junior High, Senior High, North Elementary, and South Elementary Schools. The Board further agrees to employ a two-thirds time clerk or secretary at Hill Elementary, Thomson Elementary and Wolcott Elementary, provided, however, that at least a full-time clerk or secretary shall be employed at each of these three last-named schools at such time as the budget allows for such expenditure.

G. The Board shall make available in each school adequate lunchroom, restroom, and lavatory facilities exclusively for teacher use and at least one room, appropriately furnished and vented, which shall be reserved for use as a

faculty lounge in which smoking shall be permitted.

H. Adequate parking facilities shall be made available to teachers for their exclusive use.

I. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board. The teacher, however, shall agree to govern his private and personal life, insofar as it affects his teaching position, by the principles and provisions of the basic code of professional ethics as recognized by the Association.

J. The provisions of the Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils. No teacher shall be prejudiced against in his employment because he has joined any lodge, religious group, employee association, union or other lawful organization.

No teacher shall be required to hold membership in any organization or to contribute directly or indirectly to any political party or to any other organization nor any agent or individual as a condition of employment or continuation of employment.

ARTICLE VII

Transfers

A. Since the frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible. In all cases, teachers shall be given notice of such transfer at least thirty (30) days before the close of the school year, or thirty (30) days before the end of the first semester if the transfer is to be effected the second semester.

B. In the event that transfers of teachers appear to be necessary, lists of available positions in other schools shall be posted in the same manner as provided in Article VIII.

C. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as would have been his had he been continuously employed as a teacher.

ARTICLE VIII

Vacancies and Promotions

A. Whenever any vacancy in any professional position in the district shall occur, the

Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least fifteen days.

B. Any teacher may apply for such positions. In filling such positions, the Board agrees to give due weight to the 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. An applicant with less service in the system shall not be awarded such position unless his qualifications therefor shall be substantially superior to applicants with greater service. The Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels. "Service" in the system, for purposes of this Agreement, shall mean continuous employment in a school 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 IX

Leaves

A. Time for jury duty shall be granted without loss of salary.

B. Sabbatical Leave

Sabbatical Leaves may be granted for planned travel or study, or a combination of

travel and study, or for work in the Peace Corps, or as an exchange teacher. It is not intended that routine college work toward a higher degree be considered for Sabbatical Leave.

To qualify for Sabbatical Leave, a teacher must have seven (7) years or more experience teaching in the Davison Community schools. The length of the Sabbatical Leave is to be limited to two (2) consecutive semesters at any one time . It is also necessary that the teacher hold a permanent or life certificate. Persons seeking such leave must make application, in writing, through the Superintendent to the Board. Applications must be made prior to January first of the year that the leave will occur. The application shall include a plan of the proposed use of the leave period. A teacher on Sabbatical Leave shall furnish as many reports as the Superintendent deems necessary, or reasonable, to determine that the teacher is fulfilling the agreement and all the requirements of the leave. The Board will grant Sabbatical Leave to no more than two (2) teachers annually with permission of the Board. Applications for Sabbatical Leave will be reviewed by the Board, and the granting will be dependent upon the content of the application. If more than two applications are made, the Board will determine which teachers shall be granted the leave.

During the Sabbatical Leave, the teacher shall be considered an employee of the Davison Community Schools and shall have a teaching contract. The amount to be paid to the employee during Sabbatical Leave will be one-half ($\frac{1}{2}$) of the total amount normally paid to the

teacher, per the current salary schedule. Pay for Sabbatical Leave will be made in two (2) installments following the teacher's return to active teaching in the Davison system. One-half ($\frac{1}{2}$) will be paid at the beginning of the first year, and one-half ($\frac{1}{2}$) at the end of the first year following the teacher's return from the leave.

Sabbatical Leave shall be counted toward the teacher's retirement. The teacher, upon return from Sabbatical Leave, will be restored to his position, or to a position of a like nature. The teacher will be restored to the salary schedule commensurate to the teacher's years of experience.

The school district shall not be held liable for death or injury sustained by any teacher while on Sabbatical Leave.

C. Leave of Absence

The Board may grant a Leave of Absence to teachers and the following conditions shall apply:

1. Teachers wishing a leave of absence should submit a letter to the Board stating the reasons for such leave. The request for the leave will be reviewed by the Board.

2. The teacher, upon return to active teaching, will be restored to his position, if available, or to a position of like nature. Full credit for past teaching experience will apply in determining the contract amount.

D. Sick Leave

Sick leave shall be granted to all teachers for personal illness, or illness within the immediate family. Allowances for unusual cases of absence due to other cases of sickness shall be determined by the building principal. When all sick leave is used, the sick leave policy shall be extended for an additional thirty (30) days. During this period the teacher gets full pay minus the salary paid to the substitute. In the case of an extended illness the Board may request a physician's certified statement.

1. Sick leave shall be granted on the basis of the following:

- a. one (1) day per month, (10 days, 10 months; 11 days, 11 months; 12 days, 12 months).
- b. The above sick leave days shall be granted effective the first day of employment.

2. Such sick leave days shall accumulate to 85 days and each employee shall be credited for the number of sick leave days he has accumulated on the date of this Agreement.

3. The "immediate family" shall be defined as the father, mother, spouse, child, brother, sister, or a dependent of the immediate household.

4. After teaching five (5) years in the school district, a teacher who resigns or retires shall receive \$10 for each unused sick leave day he has accumulated, provided, however, that a teacher who has completed only the five (5)

years must give notice of his retirement or resignation prior to July 1 in order to receive such payment.

E. Maternity Leave

The Board shall grant a leave of absence for maternity, without pay, to any staff member who has been employed by the school district for two years or more. The following conditions shall apply:

1. Leave shall be granted upon written request. Such request shall be accompanied by certification of pregnancy signed by the teacher's physician.

2. Application for maternity leave must be filed not more than two months after pregnancy has been determined.

3. All maternity cases shall terminate employment not later than the fifth month. In special cases where an extension would be beneficial to the school district, a limited extension may be granted by the Board.

4. Maternity leave may be granted for a period of one calendar year and may be renewed at the discretion of the Board.

F. Military Leave

Military leave of absence shall be granted to any regularly appointed employee who shall be inducted into or shall enlist for military duty with any branch of the armed forces of the United States. The teacher, upon return-

ing to employment in the Davison school system, shall be automatically returned to the same level (salary schedule, probation, tenure, etc.,) held by him when he entered such service.

G. Personal Leave

One day of personal leave per year shall be granted upon the request of the teacher providing such request is made as early as possible but no later than 4:00 P.M. of the previous day. All teachers shall be paid for unused personal leave days at the end of the school year at the rate of twenty-two (\$22.00) (substitute pay) per day.

H. Bereavement Leave

Three days per year without loss of pay shall be granted to each teacher for attendance at funerals of: the teacher's mother and father, spouse; mother and father of the spouse; children, or brothers and sisters, of the teacher; or a dependent of the immediate household; or another relative, provided the superintendent deems the relationship is sufficiently close to warrant the leave. Any additional time will be taken as sick leave.

ARTICLE X

A. The Board adopts as a goal the provision of public liability and accident coverage in an amount of not less than \$100,000 for each accident in the case of teachers exposed to special and unusual hazards in the course of their work, said teachers to include driver education teachers, athletic coaches, and shop teachers. Toward this end, the Board shall pay an additional \$250 premium per annum.

ARTICLE XI

Teacher Evaluation

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

B. Each teacher shall have the right upon request to review the contents of his own personnel file. A representative of the Association may be requested to accompany the teacher in such review. Exempt from this review will be confidential college records.

C. If a teacher is to be reprimanded or disciplined by a member of the Administration above the level of a principal, he shall be entitled to have a representative of the Association present.

D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.

ARTICLE XII

Discipline of Teachers

A. The Board may adopt reasonable rules and regulations not in conflict with the terms of this Agreement governing the discipline of teachers.

B. No teacher will be disciplined, demoted, dismissed, suspended with or without pay, or reprimanded without just cause. Just cause will include, but not be limited to, inefficiency

or incompetence, insubordination against the reasonable rules of the Board of Education, chronic tardiness or absence, moral misconduct, or disability, mental or physical, as shown by competent medical evidence.

C. Discipline of teachers will be subject to the grievance procedure set forth in this Agreement; provided, however, that the Board's decision on the termination of the services of or failure to re-employ any probationary teacher on a third year of probation will be final and will not be subject to arbitration.

D. Nothing contained herein will deprive the Board of any rights which it has under the Michigan Teacher Tenure Act.

ARTICLE XIII

Protection of Teachers

A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Any pupil who is determined by the administration, after consultation with appropriate, qualified professional people, to be incapable of adjusting to the regular classroom will be removed from such regular classroom.

B. Any case of assault upon a teacher shall be promptly reported to the building Principal. The Board shall render all reasonable assistance to the teacher, excluding legal counsel, in connection with handling of such incident by law enforcement and judicial authorities.

C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will render all necessary assistance to the teacher in his defense, excluding legal counsel.

D. Time lost by a teacher in connection with any on-the-job incident mentioned in this Article shall not be charged against the teacher's accumulated sick leave.

E. If, as a result of an accident or assault arising out of and in the course of his employment, a teacher is injured or suffers damages to or destruction of clothing and glasses, the Board of Education or its workmen's compensation carrier will reimburse the teacher for such loss and/or required medical, surgical, or hospital care. Such reimbursement by the Board will cover all such costs, except those covered by the teacher's personal insurance.

F. Any complaint regarding a teacher made to the Administration by any parents, student, or other person which is considered in evaluating said teacher's performance, will be promptly called to his attention.

G. 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 XIV **Negotiation Procedures**

A. This Agreement expressly embodies all agreements written and oral between the Em-

ployer and the Association and is intended to cover all matters which were raised or could have been raised by either of the parties at the time of negotiations. Unless otherwise designated in this Agreement any subject matter relating to wages, hours, or working conditions of teachers which does not fall within the category of "matters which were raised or could have been raised by either of the parties at the time of negotiations" shall upon the request of either party be subject to regular collective bargaining procedures.

No amendment or supplement to this Agreement shall be effective or valid for any purpose whatever unless set out in writing and signed by the Employer and the Association in the same formality as used in the execution of this Agreement.

If both parties agree, any subject matter contained in this Agreement may be reopened for negotiation during the term of the contract. Failure of either party to so agree shall not be the subject of any grievance, complaint, objection, or charge by the other party.

B. Recognizing difficulties of scheduling and long range planning on the part of the parties, negotiations for a succeeding contract will commence no later than the second week of January of the year in which this Agreement expires, provided however, the parties may mutually agree on any other date for commencement of bargaining. It is acknowledged by the parties that such provision is for the purpose of the convenience of the parties and does not

operate in derogation of any decision or rule of the State Labor Board.

C. In any negotiation each party shall be free to select its negotiating or bargaining representatives. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and a majority of the membership of the Association, but the parties agree that all representatives selected by them shall be clothed with all necessary power and authority to make proposals, consider proposals and to make concessions in the course of negotiations or bargaining, subject only to such final ratification as above noted.

ARTICLE XV

Grievance Procedures

A. Definitions

1. A "grievance" is a complaint regarding any alleged violation misinterpretation, or misapplication of any provision of this Agreement or any existing rule, order, or regulation of the Employer relating to wages, hours, or conditions of employment.

2. The "aggrieved person" is the person or persons making the complaint.

3. The term "Teacher" includes any individual or group who is a member of the bargaining unit covered by this contract.

4. A "party of interest" is the person or persons who might be required to take action

or against whom action might be taken in order to resolve the problem.

5. The term "days" shall mean calendar days.

B. Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration or proceeding independently as described in Section E of these procedures.

C. Structure

1. There shall be one or more Association Representatives (Building 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 Grievance Committee. In the event that any Association Representative or any member of the PR & R Committee is a party in interest to any grievance, he shall disqualify himself and a substitute shall be named by the Association.

3. The building principal shall be the administrative representative when the particular grievance arises in that building.

4. The Board hereby designates the Superintendent as its representative when the grievance arises in more than one school building.

D. Procedure

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. If the grievance is filed on or after June 1, the time limits shall be reduced in order to effect a solution prior to the end of the school year or as soon thereafter as is practicable.

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.

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 five (5) 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.

b) Within five (5) days of receipt of the grievance the PR & R Committee shall decide whether or not there is a legitimate grievance; it shall immediately process the claim with the Superintendent of Schools. Within ten (10) days from receipt of the grievance by the Superintendent, he shall render a decision as to the solution.

3. Level Three

In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) days from date of receipt of grievance by the Superintendent, he may refer the grievance through the PR & R Committee to the Board of Education's Review Committee. This committee shall be composed solely of members of the Board of Education. Within ten (10) days from receipt of the written referral by the Board, its Review Committee shall meet with the Association's PR & R Committee chairman and the Association's Negotiating Team for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision shall be rendered within ten (10) days. In cases involving probationary teachers, this hearing shall suffice as the hearing of the Board required by the Tenure Act.

4. Level Four

In the event the grievance is not satisfactorily resolved at Level Three, or if no de-

cision is reached within the ten (10) day period, the grievance may, upon mutual agreement of the parties, immediately be transmitted to the State Labor Mediation Board.

5. Level Five

In the event the grievance is not resolved satisfactorily through mediation at Level Four, or if Level Four is omitted:

a) A local arbitration board shall be formed, to be comprised of three impartial local persons chosen in the following manner:

- 1) A clergyman selected by the County Ministerial Association.
- 2) One member selected by the County Judge of Probate.
- 3) One member selected by the Senior Circuit Court Judge.

A majority opinion of such board shall be binding upon both parties.

b) If at any time after September 1, 1967, either the Association or the Board finds the above method to be impracticable, the local arbitration board procedure will be discontinued and thereafter the Association may request the State Labor Mediation Board to submit a list of arbitrators from which each party shall have the right to alternately delete the names submitted until one remains who shall be the arbitrator.

c) By mutual consent prior to September 1, 1967, the local arbitration procedure outlined in (a) above will be abolished and the Association

may request the State Labor Mediation Board to submit a list of arbitrators from which each party shall have the right to alternately delete the names submitted until one remains who shall be the arbitrator.

d) The arbitration procedure under either (a) or (b) or (c) above shall confine the decision as to whether or not there has been a violation of this Agreement or of any existing rule, order, or regulation of the Employer relating to wages, hours, or conditions of employment.

Neither party shall be permitted to assert in such arbitration proceeding any ground or rely on any evidence not previously disclosed to the other party. 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.

e) Any costs incurred in the arbitration procedure shall be shared jointly by both parties.

E. Rights to Representation

Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person. Provided, however, that any teacher may in no event be represented by an officer, agent, or other representative of any organization other than the Association. Provided further, when a teacher is not represented by the Association, the Association shall have the right to be present and to state its views

at all stages of the grievance processing. A teacher not represented by the Association may process his grievance through Level Three only.

F. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice or record. However, if, in the judgment of the Association Representative or the PR & R Committee, the grievance affects a group of teachers, the PR & R Committee may process the grievance at the appropriate level.

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

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 shall be designed by the Superintendent, and the PR & R Committee, shall be prepared by the Superintendent, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.

6. Access shall be made available to all

parties, places, and records for all information necessary to the determination and processing of the grievance.

ARTICLE XVI

Professional Study Committees

A. There shall be established a Professional Study Committee composed of four members, selected by the Board and two members selected by the Association. The Professional Study Committee shall investigate into any research areas deemed necessary by either party. A written report and recommendations shall be forwarded to the parties on or before April 1st of school year during which the Committee is conducting its investigation or earlier if requested by the parties. The findings of this Committee shall at any time, during the duration of this contract, be open for negotiation. Additional Study Committees may be established as required.

B. The Committee shall immediately consider the following areas:

1. For optimum learning conditions, specific discipline policies are to be formulated. What procedures can be employed to achieve more effective discipline throughout the school system?

2. How can instructional materials centers be provided throughout the district as soon as possible? What approach shall be used so as to provide for the lowest cost and least duplication

of effort and materials? What efficient cataloging system will allow ready access to the materials?

3. In what way can adequate physical education and art programs be provided at the elementary level, the program to be initiated as soon as feasible?

4. How feasible is the provision of free towel service for physical education activities, or what alternate program would be more feasible?

5. How can procedures of ordering teaching materials and supplies be simplified, more standardized and yet more adaptable to the individual teaching situation needs, with more efficient use of funds?

6. How can a program be established for continuous appraisal of all programs of study, with a statistical comparison of results achieved by students in these courses of study?

7. What arrangements could be made to make it feasible for the Board to provide a recess period of two full weeks at Christmas and one full week following Easter? (Report shall be made not later than December 1, 1966.)

8. In what way can the following be implemented?

a) The Association will be involved in determining the amount of expenditures for supplies and materials, and the adequacy of these materials.

b) More uniform procedures are to be developed and applied to all buildings.

c) All teachers shall be allowed to order from firms other than those specifically designated by the Board.

d) Teachers will be allowed to purchase materials as the need arises, and will not be limited to one annual ordering date.

e) To avoid duplication and to ensure more effective use of permanent teaching tools, plans and provisions will be made for an Instructional Materials Center to be located in every main building. An adequate cataloging, index, and check-out system will be devised.

ARTICLE XVII

Curriculum

A. The teacher organizations should contribute greater support in the area of curriculum. There shall be a more cooperative effort on the part of teachers, administrators and the Board in the area of curriculum study.

B. Adequate research, experimentation, and evaluation should be made before introducing new courses of study into the curriculum.

C. All participating teachers shall be enabled, through in-service training, to become thoroughly acquainted with the new methods and materials necessary for the implementation of curriculum changes before such changes are made.

D. Vocational education should be re-designed and expanded to give the non-college student sufficient skills for today's world.

ARTICLE XVIII

Substitutes

A. In the event of a teacher's being absent on a given day due to illness or bereavement, the Davison Community School's secretary in charge of substitutes shall be contacted before 7:00 A.M. on that day.

1. This secretary shall be responsible for the hiring of all substitutes for all schools in the system each day.

2. This secretary shall be responsible for notification of the respective building principals to be affected.

B. In the event of a teacher's being absent for business or non-emergency purposes, the above secretary shall be notified before 4:00 P.M. on the day preceding the day of absence.

ARTICLE XIX

Miscellaneous Provisions

A. The Association shall participate in the formulation of the annual school calendar.

B. The Association shall have access to the teachers' mailboxes for distribution of meeting notices, committee reports, newsletters, and informative materials.

C. Each staff member is entitled to a pass to all home athletic contests. These passes will be provided to the staff member in September of the school year, on a general basis, by the Building Principal, and will entitle the staff member and one other person to attend the events. Passes to concerts, plays, etc., will be provided to staff members throughout the year, with the permission of teachers involved in these events.

D. Summer jobs, both professional and non-professional which are provided by the Davison Board of Education must be offered to local school employees who are qualified for the positions before they are offered to teachers not presently under contract.

E. The Association shall be duly advised by the Board of fiscal budgetary and tax programs affecting the district and the Association shall be consulted in advance with respect thereto prior to general publication.

F. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.

G. 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 in-

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

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

I. The Board agrees to include in each teacher's contract a statement of assignment. The contract for elementary teachers shall state building and grade assignment, the contract for secondary teachers shall state building, subject, and grade.

J. Copies of this agreement shall be printed in an indexed, pocket-sized hand-book at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

ARTICLE XX

Duration of Agreement

A. This Agreement shall be effective as of the 1st day of September, 1966, and shall continue in full force and effect until August 31st, 1969, provided, however, that the Association may reopen this Agreement on or after

February 1st, but not later than March 15th, of any year of this agreement for the purpose of negotiating the economic provisions of this Agreement. The economic provisions of the Agreement shall mean, for this purpose, only those items covered in Article III, including:

1. The Salary Schedule (Schedule A) and the Salary Differential Schedule (Schedule B).

2. Health and Accident Insurance subsidy, Loss of Time Insurance subsidy, and Life Insurance subsidy.

3. The School Calendar.

B. Not later than March 1st of the calendar year in which this Agreement expires, the Board agrees to negotiate with the Association over a successor agreement in accordance with the procedure set forth herein in a good-faith effort to reach Agreement concerning teachers' salaries and all other conditions of their employment. Such negotiation will include, but not be limited to, the subjects covered by this Agreement and any other matters mutually agreed to be negotiated by the parties. Any Agreement so negotiated will apply to all teachers, and will be reduced to writing and signed by the Board and the Association.

SCHEDULE A—TEACHERS' SALARIES

Years Taught	B.A.	B.A. plus 15	M.A.	M.A. plus 15
0	\$ 5675	\$ 5875	\$ 6100	\$ 6300
1	5900	6100	6325	6525
2	6135	6335	6560	6760
3	6380	6580	6805	7005
4	6635	6835	7060	7260
5	6900	7100	7325	7525
6	7175	7375	7600	7800
7	7460	7660	7885	8085
8	7760	7960	8185	8385
9	8070	8270	8495	8695
10	8390	8590	8815	9015

All courses intended to apply to the B.A. plus 15 and the M.A. plus 15 schedules shall be of mutual benefit to the teacher and the school and, further, to qualify for both schedules, a teacher is required to have a grade average of "B" or better in these additional hours.

Special Education Teachers will be compensated according to the above schedule, plus \$400, or to the Adjusted Genesee County Intermediate School District Special Education Schedule, whichever is the greater.

Credit shall be given for teaching experience gained prior to service in the Davison Community Schools as follows:

1966-67.....	5 years
1967-68.....	6 years
1968-69.....	7 years

Substitute Teachers shall be compensated as follows:

Non-Degree ----- \$ 20.00 per day

Degree ----- \$ 22.00 per day

Distribution of pay checks shall be on every second Friday. Each teacher shall have the option of being paid in 21 or 26 installments.

**SCHEDULE A—TEACHERS' SALARIES:
(Non-Degree)**

Years Taught	99 Hours or Under	100-119 Hours	120 Hours or Over
0	\$ 4450	\$ 4450	\$ 4600
1	4550	4600	4750
2	4650	4750	4900
3	4750	4900	5050
4	4850	5050	5200
5	4950	5200	5350
6	5050	5350	5500
7		5500	5650

Non-Degree teachers presently employed in the system shall be retained, provided they annually meet the state certifications requirements. However, no additional non-degree teachers shall be employed, except as necessary and then with notification to the Association.

SCHEDULE B—SALARY DIFFERENTIALS

I The following Salary Differentials shall be in effect:

Cheerleading Sponsor ----- \$ 150

Class Sponsors:

9th Grade ----- 50

10th Grade	100
11th Grade	150
12th Grade	200
Club Sponsors:	50
Debate Coach:	150
Music Teachers:	
Instrumental Teachers	250
Secondary Vocal Music Teachers	250
Senior High Band Director	1000
Play Director (Each Play)	200
Yearbook Sponsor:	3% of Base Salary
Department Heads	100

II A Differential of \$200 shall be paid to all teachers who have served one year or more of military service.

SCHEDULE B—SALARY DIFFERENTIAL COACHES

Per Cent of Base Salary

Football:

Varsity, Head	10
Varsity, Assistant	7
Junior Varsity, Head	7
Junior Varsity, Assistant	6.50
9th Grade, Head	5.75
9th Grade, Assistant	5.50
Junior High, Head	5
Junior High, Assistant	4.50

Basketball:

Varsity, Head	10
Junior Varsity, Head	7
11th Grade	6
9th Grade	6
Junior High, Head	5
Junior High, Assistant	4.50
Saturday Basketball	\$ 125.00

Baseball:	
Varsity, Head	7
Junior Varsity	5
Junior High, Head	3.25
Junior High, Assistant	3
Wrestling:	
Varsity	8
Junior Varsity	6
Golf:	4
Cross Country:	5
Speedball:	4
Softball:	3
Girls Basketball:	
Varsity	5
Junior Varsity	3.50
Girls Track:	3
Track:	
Varsity	7
Junior Varsity	5
Faculty "Set-Up Man":	6

SCHEDULE B

Extra-Curricular—Athletic Contests

1. These jobs are designated as non-coaching jobs at athletic events, the jobs are such as may be deemed necessary and advisable by the athletic director and school administration.
2. The rate of pay for such jobs is \$3.00 per hour for adult personnel and \$1.50 per hour for students, computed to the nearest 5 minutes of employment. Payment will be made by monthly check. (Exceptions to this include conference championship meets and invitational relays.)
3. Staff personnel will be given first opportunity

to work; but if none are readily available, non-staff members may be employed.

4. Seniority for working at such jobs shall begin with the signing of the master agreement for the 1966-67 school year, and shall be determined on an individual sport basis. Each teacher who has worked previous to the 1966-67 school year shall be given first opportunity to continue at his present position as long as that particular job is in existence. Upon discontinuation of any job, the person so relieved will be given first opportunity at the next opening.
5. Seniority will continue in any given sport as long as the individual works 3/4 of the contests at which he or she is needed in that particular sport. If a person drops out of his job for one or more years, his seniority will remain the same, but when he decides to return he will have to wait for an opening.
6. Situations not covered by these principles and guidelines will be determined by the athletic director, the person in charge of directing such working personnel, and one member of the negotiations committee so designated by that committee.
7. Those who work at such athletic contests work directly under the individual so designated by the administration, this individual however, to be directly responsible to the athletic director.

MEMO OF UNDERSTANDING

It is expressly understood by the parties signing below that:

1. Any teacher who has taught in the Davison Schools for one full school year prior to September 1, 1966, and who returns to teach in the 1966-67 school year shall be reimbursed for all tuition for college credit earned during the 1966 summer months. Such pay shall be added to the November 11th check paid in the first semester of the 1966-67 school year.

2. Davison teachers teaching driver education classes during summer of 1966, shall receive an hourly rate based upon the 1965-66 contract pay.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 6th day of September, 1966.

DAVISON EDUCATION ASSOCIATION DAVISON BOARD OF EDUCATION

By _____
President

By _____
President

By _____
Donovan Green

By _____
Secretary

By _____
Jay Kipp

By _____
Clara Klonoski

By _____
Norman Lewis

By _____
Lloyd Marks

By _____
Marian Osborn

IN WITNESS WHEREOF, the parties
hereunto set their hands and seals
this 6th day of September, 1966.

**DAVISON EDUCATION
ASSOCIATION**

**DAVISON BOARD
OF EDUCATION**

By _____
President

By _____
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By _____
Lloyd Marks

By _____
Marian Osborn

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