

Davison 10

8/31/71

1969-71

Agreement Between

The

BOARD OF EDUCATION

of

DAVISON COMMUNITY SCHOOLS

and

THE DAVISON EDUCATION
ASSOCIATION

MEA
1216 Kendale
E. Lansing, MI
48823

9/1/69 - 8/31/71

Davison
Community
Schools
Board of Ed.

Agreement Between

The

BOARD OF EDUCATION

of

DAVISON COMMUNITY SCHOOLS

and

**THE DAVISON EDUCATION
ASSOCIATION**

EDUCATION ASSOCIATION AGREEMENT

This Agreement entered into this 9th day of December, 1969, 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 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 the respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties 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, the 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 reference to male teachers shall include female teachers. When new professional positions are created the parties will attempt by mutual agreement to determine whether the position should be in the unit.

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. 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 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.

D. All teachers who are now members and all teachers new to the system this year shall maintain membership during the term of the contract or continue payment of a fee equivalent to United Profession dues. Said teachers not paying such dues or fee by the end of the current year shall not be rehired for the 1970-71 school year, unless full back payment is made.

In any succeeding year, all members of the bargaining unit shall be required to be United Profession members or pay equivalent fees, unless by the beginning of that school year a majority of the Court of Appeals decisions or the Michigan State Supreme Court has ruled that Agency Shop provisions are unlawful.

Any teacher refusing to pay such fee or dues shall not be rehired in 1971-72.

The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this section of the collective agreement.

The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or action, subject however, to the following conditions:

The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.

The Association, after consideration with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.

The Association has the right to choose the legal counsel to defend any said suit or action.

The Association shall have the right to compromise or settle any claim made against the Board under this section.

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 United Profession, 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.

ARTICLE II

Teacher and Association 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, of 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 Michigan Employment Relations Commission or a mediator from such public agency.

C. 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.

D. 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, provided such use will be in accordance with professional standards.

E. The Board agrees to furnish to the Association, in response to reasonable request, all available information concerning the financial resources of the district including, but not limited to, Annual Financial Reports and Audits, County Allocation Board Budget and Treasurer's Reports. Likewise the Board will furnish other information including, but not limited to, Register of Certificated Personnel, Census and Membership data, names and address of all teachers, salaries and educational background. The Association will also, upon reasonable request be given full opportunity to review any Minutes of Board Meetings.

It is understood that any information pertaining to school personnel shall be limited to persons represented by the Association.

It is understood that the use of the word "furnish" above does not authorize or obligate the removal of any documents or papers from the district offices. Upon reasonable request a single copy of

a document or pertinent parts thereof will be provided to the Association without cost.

The parties recognize that the furnishing of the information above is for the purpose of assisting the Association in understanding and developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students and to enable appropriate processing of any grievance or complaint under this contract.

F. 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.

G. 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.

H. The Board agrees to provide released time for the president, other officers, and committee chairmen 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 forty-eight (48) hours in advance of the proposed absences.

I. 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.

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

1. United Profession dues or equivalent fee.
2. M.E.A. Health and Accident Insurance.
3. Flint Teachers' Credit Union.
4. United Fund.
5. United States Savings Bonds.
6. M.E.A. Tax Deferred Annuities.
7. Blue Cross-Blue Shield.

K. 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 the 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.

L. The Association shall participate in the formulation of the annual School Calendar.

M. The representative of the Board will review with the Association's Executive Committee any millage or bond issue proposals prior to final action by the Board.

N. 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.

O. 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. Within 30 days of ratification of this Agreement, the Board shall furnish each teacher with an individual contract. Within 10 days of specific request, an individual teacher will be furnished his contract. For the school year 1970-71, such contracts will be furnished within 30 days of commencement of school or within 10 days of specific request. All summer school teachers and driver education instructors shall be given contracts.

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 Schedule A and B shall remain in effect during the term of this Agreement.

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. Extra pay and docking of pay shall be computed on the same basis. Both parties agree that there shall be a minimum of 180 session 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 or 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 is to be determined in accordance with paragraph B, 1. above 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.

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 available, shall be paid a mileage rate of ten cents (\$.10). 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 8:10 A.M. to 2:56 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 ten (10) 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. During the 1969-70 school year kindergarten and first grade children will be dismissed at 2:15 P.M., with their teachers receiving planning time until the dismissal of the other elementary grades. Commencing with the 1970-71 school year, the school day for 1st grade students and teachers shall be the same as for grades 2 through 5.

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 work week. The Board will not require teachers regularly to work in excess of such standard work week 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 if 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. Notice of such meeting shall be given not less than two (2) weeks prior to the meeting. 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. 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 time 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; 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 forty-five (45) minutes. No de-

parture 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. The Association shall be so notified in each instance along with a written statement of reasons for such assignment. Temporarily shall be defined for the purposes of this article as not to exceed beyond the current semester.

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 in writing 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 of probationary elementary school teachers to different grade levels unless the teacher requests such change. This shall apply also to coaching assignments.

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 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. High School students (Juniors and Seniors) who wish to be teachers shall, upon their request, be permitted to perform teacher aide functions.

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 — Grades 7-12

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. No elementary teacher shall be assigned a split classroom, unless absolutely necessary and with the approval of the teacher.

C. 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.

D. 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.

E. 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.

F. 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.

G. Adequate parking facilities shall be made available to teachers for their exclusive use and so identified.

H. 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.

I. 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, except as is specifically provided in Article I, Section C of this Agreement.

J. The parties recognize the value of multi-ethnic hiring and the Board reaffirms its past and present policy of hiring the best qualified teachers available and to actively seek to hire on a multi-ethnic basis.

K. The parties recognize the value of minority oriented texts and materials and the Board reaffirms its past and present policy of adopting such texts and materials where such are of a quality consistent with other texts and materials used and of equivalent educational merit. The Board will actively seek such texts and materials consistent with a balanced educational program.

L. The Board shall provide four (4) current periodicals, and adequate storage space for same, in each teachers lounge. Selection of the periodicals shall be made by the teachers in each school.

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, Promotions and Reduction of Staff

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. Where the qualifications of applicants are substantially equal, particular consideration will be given to length of service in the district. 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.

C. Before the Board makes any necessary reduction in personnel, it will first negotiate with the Association and they will mutually agree, regarding the effects of such reduction. This will include, but not be limited to, such problems as the criteria used for the determination as to who will be discharged or laid off and the re-employment rights of such persons.

ARTICLE IX

Leaves

A. Time off for jury duty shall be granted and the teacher will be paid the difference between jury duty pay and 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

March 15 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 Board of Education 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 including the year of Sabbatical.

The school district shall not be 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 conditions following 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. Leaves will not be granted for longer than one (1) year but extensions may be obtained upon agreement of the Association and 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, ten (10) days, 10 months, eleven (11) days, 11 months; twelve (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 eighty-five (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.

5. Ten per-cent (10%) of the accumulated sick leave at the beginning of the 1969-70 school year is to be donated to a sick leave bank, which bank is to be used for serious illness. A review committee equally represented by the Association and the Board representatives shall be established to deal with requests for bank days beyond the teacher's accumulated number. The committee shall establish its own rules and regulations with regard to, among other things, future school years.

6. Each teacher shall receive a written statement of accumulated sick leave at the close of the school year.

E. Maternity Leave

The Board shall grant a leave of absence for maternity, without pay, to any teacher 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 returning 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. Two days personal leave per year shall be granted upon the request of the teacher. Such leave shall be for activity and business which cannot be conducted at any time other than school time. Permission for leave is not required 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-seven (\$27.00) Dollars (substitute pay) per day.

H. Bereavement Leave

Up to three days per year without loss of pay shall be granted to each teacher for attendance at funerals. The Superintendent may, under extenuating circumstances, grant additional bereavement days.

I. Teachers on leave shall be considered part of the bargaining unit.

J. In the event that an employee absent because of illness or injury, has exhausted sick leave accrual, the fringe benefits shall continue throughout the balance of the semester.

ARTICLE X

A. The District shall provide 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, physical education and shop teachers.

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. A teacher will be given the opportunity to file a response to any adverse material placed in his personnel file and the response will be made a part of said file.

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, reduced in rank or compensation, dismissed, suspended with or without pay, deprived of any professional advantage 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 the Agreement; provided, however, 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. 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. All such reprimanding or discipline shall be done in person.

E. Nothing contained herein will deprive the Board or any teacher 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.

H. The Board assures the Association that a designated person will be available at all times in discipline matters with the delegated authority of the principal, if the principal is absent.

ARTICLE XIV

Negotiation Procedures

A. This Agreement expressly embodies all agreements written and oral between the Board 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 Board 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 May 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 provisions is for the purpose of the convenience of the parties and does not operate in derogation of any decision or rule of the Michigan Employment Relation Commission.

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 Board 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 school days except after the end of the school year in which case it shall mean week 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. This Level One must be instigated within ten days following the occurrence of the grievance.

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. The aggrieved must process Level Two within ten

(10) days after receiving disposition of Level One.

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. The aggrieved shall file Level Three within ten days after receiving disposition of Level Two. The 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 decision is reached within the ten (10) day period, the grievance may, upon mutual agreement of the parties, immediately be transmitted to the Michigan Employment Relations Commission. The aggrieved shall

instigate Level Five within ten days after receiving disposition of Level Four.

5. LEVEL FIVE:

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

a) The Association may request the American Arbitration Association to submit a list of arbitrators from which the parties shall select an arbitrator.

b) It is agreed that the jurisdiction of the arbitrator referred to above shall be limited to grievances, complaints, and disputes concerning the interpretation, application, or administration of this Agreement, as written and expressed; but such jurisdiction shall not include, but specifically excludes the power to add to or subtract from, or otherwise modify or alter any of the terms of this or any Agreements made supplementary hereto.

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.

c) Any costs incurred in the arbitration procedure shall be shared jointly by both parties provided that each party shall pay their individual expense.

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 procedure.

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.

7. The term "Association" as used in this Article shall be, where appropriate, interchangeable with the term "grievant" when an individual teacher chooses to process his own grievance.

ARTICLE XVI

Professional Study Program

In order to better utilize the ability and experience of teachers and to permit and encourage teachers to develop and present to the Board, independent study and concepts directly relating to the educational system, the Professional Study Program is adopted.

A. The parties shall each appoint two members to the Professional Study Screening Committee. This committee upon the initiative of its members or upon an application of either party shall consider proposed subjects of professional study. Any application shall consist of a substantial outline of the proposed project, the objective, methods to be used, number of teachers to be involved, anticipated teacher hours involved, etc.

B. If the Screening Committee finds the project to be well constituted and workable and for a worthwhile purpose, it shall refer the project to the Board requesting approval. The Board shall act to either approve or deny the project. If the Board declines to approve the project, it shall give its reasons in writing. If the Board approves the project, it may also at that time ear-mark funds to enable the project to be carried out.

C. If the Board approves the project, then upon final presentation of the study, should the Board not adopt the study, reasons will be given in writing for such decision.

D. Upon initial approval the Association shall form the particular Study Committee and proceed. All final presentations of a project to the Board must be made in writing and in the style of appropriate scholarship. Every committee so formed shall have one member appointed by the Board.

E. In the event a proposed project is not approved by the Screening Committee or is declined by the Board, the Association may still within its own organization, undertake the project, but in such event the Board shall not upon presentation of the final result be obligated to reply in any manner whatsoever nor will funding be available to such project unless the Board shall specifically so determine in its sole discretion.

F. The parties recognize the validity and merit of the Professional Growth concept and during the terms of this Agreement will separately and through the Professional Study Program seek to develop a foundation for inclusion in future agreements.

ARTICLE XVII

Substitutes

A. In the event of a teacher's being absent on a given day due to illness or bereavement, the Davison Community Schools' 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) The secretary shall attempt to hire the best qualified substitute for each particular class.

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

4) The rate of pay for substitute teachers shall be \$27.00 per day for degree teachers and \$23.00 per day for non-degree teachers.

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 XVIII

Miscellaneous Provisions

A. 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.

B. 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.

C. 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.

D. Copies of this Agreement shall be printed in an indexed pocket size form at the expense of the Board and presented to all teachers now em-

ployed or hereafter employed by the Board. Any amendments will likewise be so reproduced and distributed. The Board shall furnish 50 copies to the Association for its use.

ARTICLE XIX
Duration of Agreement

A. This Agreement shall be effective as of the 1st day of September, 1969, and shall continue in full force and effect until August 31, 1971.

B. The parties shall bargain regarding physical education grades 1 - 6 for the 1970-71 school year.

C. A committee equally composed of Association and Board representatives shall during the 1969-70 school year jointly review the entire Schedule B (Salary Differentials) and may upon mutual agreement adopt such changes for 1970-71 school year.

D. In accordance with Article XIV-B the Board, in the year this contract expires, agrees to negotiate with the Association a successor agreement. Any agreement so negotiated will apply to all teachers, and will be reduced to writing and signed by the Board and the Association.

IN WITNESS WHEREOF, the parties hereunto
set their hands and seals this 20th day of January,
1970.

DAVISON BOARD OF EDUCATION

By Morris M. Hathaway

By Russell A. Alger

DAVISON EDUCATION ASSOCIATION

By Ronald G. Adam

By Ethel Armstrong

By Bradley K. Sims

By Beverly A. Dodge

By John L. Malcomnson

SCHEDULE A

1969 - 1970

Salary

	BA	BA plus 15	MA or BA plus 30	MA plus 15	MA plus 30
0	7,300	7,600	7,900	8,300	8,700
1	7,550	7,860	8,220	8,620	9,100
2	7,900	8,220	8,640	9,040	9,600
3	8,250	8,580	9,060	9,460	10,100
4	8,600	8,940	9,480	9,880	10,600
5	8,950	9,300	9,900	10,300	11,100
6	9,460	9,660	10,320	10,720	11,600
7	9,820	10,020	10,740	11,140	12,100
8	10,180	10,380	11,160	11,560	12,600
9	10,540	10,740	11,580	11,980	13,100
10	10,900	11,100	12,000	12,400	13,600

1. Teachers in the BA Column on Step 5 will receive their normal increments and will progress to and including Step 8.

2. Teachers in the BA Column on Step 4 will receive their normal increments and will progress to and including Step 7.

3. Teachers in the BA Column on Step 3 will receive their normal increments and will progress to and including Step 6.

4. Teachers in the BA Column on Steps 0 through 2 on the 1969-1970 Schedule will receive their normal increments and will progress to and including Step 5 but can progress no further in the BA Column. No teachers hired in the future, regardless of years of experience credit, will be assigned or permitted to attain a level higher than Step 5 of the BA Column in accordance with the provisions of this paragraph.

5. In so far as the above provisions, by necessity, will have application in the years following the duration of this contract, such provisions shall be incorporated in any future contracts unless the parties mutually agree to discontinue such concept.

6. Subject to the above, full credit shall be given to newly hired teachers for teaching experience gained prior to service in the Davison Community Schools.

7. All courses intended to apply to the BA plus 15, the BA plus 30, MA plus 15 or the MA plus 30 shall be of mutual benefit to the teacher and the school district. Further, to qualify for entry into such schedule, a teacher is required to have a grade average of "B" or better in these additional hours.

8. Teachers on the BA plus 30 Schedule shall not be permitted to enter the MA plus 15 or MA plus 30 schedules unless they have obtained a Masters degree.

9. Special Education teachers will be compensated according to the above schedule, plus \$400.00, or to the Adjusted Genesee County Intermediate School District Special Education Schedule, whichever is greater.

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

Salary 1970-1971

1. At the commencement of the school year each teacher's salary shall be advanced by the addition of 10% of his 1969-70 teaching salary. Teachers at the 0 step in 1970-71 shall commence at \$250 less than the 1 step in 1970-71.

2. Any adjustments in salary due to additional college credit will be effective at the commencement of the school year upon presentation of appropriate credentials.

3. When all other "Big Nine" Conference Schools' 1970-71 salary schedules are available, an average shall be computed for each step on the BA and MA columns. The steps on the BA plus 15 column will be computed at the midpoint of the BA and MA columns. The MA plus 15 and MA plus 30 columns will be computed at the same relative percentage difference from the MA column steps as in the 1969-70 schedule.

4. The seven "Big Nine" Conference schools used in this computation are: Beecher, Clio, Flushing, Grand Blanc, Kearsley, Mt. Morris and Owosso.

5. If all of the "Big Nine" schools have not established a salary schedule by January 1, 1971, the established salary schedules at that date will be used to determine the "Big Nine" average.

6. Where a particular school in the "Big Nine" has a salary schedule of more or less than the number of steps in the Davison 1969-70 contract such other schedule shall be restructured for computation purposes by inserting the low rate at 0 step and the high rate at step 10 and computing interim steps in equal dollar increments.

7. If the total cost of the salary schedule is greater than the cost of the 10% schedule and the majority of teachers would benefit, the salary schedule for 1970-71 will be increased at all steps to the computed Big Nine average at all steps.

8. If the total cost of the salary schedule under Big Nine computation is greater than 10% but

the majority of teachers would not benefit, or if the total cost of the salary schedule is less than 10% and the majority of teachers would benefit, then the Association members shall determine by a majority vote whether to adopt the 10% increase or the Big Nine average to establish the 1970-71 salary schedule.

9. Whichever method is used, 10% increase or Big Nine average, it shall apply to the total salary schedule and in no case shall one computation be used in one column and a different computation in another.

10. In the event that the Big Nine average is used the remaining pay checks shall be so computed as to reflect the appropriate adjustment retroactive to the commencement of the school year.

11. The computation of Schedule A by either the 10% or the Big Nine shall not apply to increase the specific figures established in Schedule B Salary Differentials. It is however recognized that the actual amount of payment under Schedule B will be indirectly increased, in so far as such is based upon percentage, by the application of such percentages to the increased salaries established by the 1970-1971 Schedule A.

SCHEDULE B

Salary Differentials

1. The following Salary Differentials shall be in effect:

Cheerleading Sponsor:

High School	6%
Junior High	3%

Class Sponsors:

9th Grade	\$ 50
10th Grade	\$100
11th Grade	\$150
12th Grade	\$200
Club Sponsors	\$ 50
Debate Coach	\$225

Music Teachers:

Instrumental	\$350
Secondary Vocal	\$400
Senior High Band	10%
Play Director (each play)	\$200
Year Book	3%
Department Heads	1.5%
Senior High Art	2%

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

Salary Differentials - Coaches

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 Track	3%
Girls Basketball:	
Varsity	5%
Junior Varsity	3.50%
Track:	
Varsity	7%
Junior Varsity	5%
Nurse (working conference period) ...	1/7 base

1. All percentage or fractional figures assigned to respective positions above shall be computed on each individual's Schedule A Salary.

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 computed to the nearest 5 minutes of employment. Payment will be made monthly by check.

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 of the 1966-1967 school year, and shall be determined on an individual sport basis. Each teacher who has worked previous to the 1969-70 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 $\frac{3}{4}$ 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 or the person in charge of directing such working personnel and one member of the Association negotiation 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, is to be directly responsible to the athletic director.

SCHEDULE C

Fringe Benefits

1. Health Insurance:

Full hospitalization and Super Medical insurance coverage, the monthly amount based upon the

MEA plan:

1. Full Family	\$29.95
2. Employee & Spouse	\$24.15
3. Employee & Children	\$21.15
4. Single Subscriber	\$12.00

Teachers are to have the option of receiving this fringe benefit, or of applying it toward protection under the Michigan Blue Cross - Blue Shield plan, or of taking one of the following options, or a combination of them, provided under the MEA plan:

1. Group Term Life
2. Loss of Time
3. "500" Major Medical

The Board shall provide for 1970-71 school year a group life insurance protection in the amount of \$10,000 that will be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount. Carrier selected shall provide for continuation of a percentage of above group coverage at group rates by payroll deduction from retiree's state teacher's retirement checks.

Dependent life insurance in an amount not exceeding one-half ($\frac{1}{2}$) of the employee's benefit will be available on an optional basis. This dependent life insurance will be at the teacher's own expense.

1970-71 SCHOOL CALENDAR

September 2-3 ---- New teachers ---- Wed.-Thurs.
September 7 --- Labor Day (no school) --- Monday
September 8 -- Teacher Preparation Day-- Tuesday
September 9 -- ½ day Elementary - -- Wednesday
Classes start on staggered schedule in secondary
November 26-27--Thanksgiving Recess--Thurs., Fri.
(no school)
December 18 ----- Christmas Recess ----- Friday
begins at end of day
January 4, 1971 ----- School resumes ----- Monday
January 22 ----- Last day of Semester ----- Friday
April 9 ----- Good Friday (no school) ----- Friday
April 12 ----- Spring Recess begins ----- Monday
April 19 ----- School resumes ----- Monday
May 31 ----- Memorial Day Recess ----- Monday
(no school)
June 16 ----- Last day of school ----- Wednesday
June 17-18 ---- Record days ---- Thursday-Friday
(no children)

One day for a teacher's institute will be established during the school year to coincide with the MEA Region 10 Institute.

CONTENTS

	Page
Article I	Recognition of D.E.A. 2-3-4
Article II	Teacher and Association Rights 5-6-7-8-9
Article III	Professional Compensation 9-10-11-12
Article IV	Teaching Hours 12-13-14
Article V	Teaching Loads and Assignments 14-15
Article VI	Teaching Conditions ... 15-16-17-18-19
Article VII	Transfers 19-20
Article VIII	Vacancies, Promotions and Reduction of Staff 20-21
Article IX	Leaves of Absence . 21-22-23-24-25-26
Article X	Liability and Accident Coverage . 26
Article XI	Teacher Evaluation 26
Article XII	Discipline of Teachers 27
Article XIII	Protection of Teachers 27-28-29
Article XIV	Negotiation Procedures 29-30
Article XV	Grievance Pro- cedures 30-31-32-33-34-35-36
Article XVI	Professional Study Program .. 36-37
Article XVII	Substitutes 37-38
Article XVIII	Miscellaneous Provisions 38-39
Article XIX	Duration of Agreement 39-40
Schedule A	1969-70 Salary Schedule 41-42 1970-1971 Salary Schedule ... 42-43-44
Schedule B	Salary Differentials 44-45-46-47
Schedule C	Fringe Benefits 47-48
School	1969-1970 49
Calendar	1970-1971 50

INDEX

	Page
Assignment Statement	9
Association Rights	
and Recognition	2-3-4-5-6-7-8-9
Athletic Contests — Priority	
and Compensation	46-47
Athletic Passes	38
Calendar — 1969-1970	49
1970-1971	50
Class Load	14-15-16-17
College Credits — additional	11
Contracts	9
Discipline — Child	27-28
Teacher	27-28-29
Dues	3-4
Evening Meetings	13
Grievance Procedures	30-31-32-33-34-35-36
Health Insurance	47-48
Holidays	11
Hours, teaching	12-13-14
Jury Duty	21
Leaves:	
Bereavement	26
Maternity	24
Military	25
Personal	25
Sabbatical	21-22-23
Sick	23-24
Life Insurance	48
Military Service Compensation	45
Mileage Reimbursement	11
Negotiation Rights	29-30
Orientation Days	11
Payroll Deduction	8

INDEX

	Page
Professional Study Committee	36-37
Public Liability	26
Salary Schedule:	
1969-1970	41-42
1970-1971	42-43-44
Differentials	44-45-46
Special Education Teacher Compensation	42
Summer Employment	38
Transfers	19-20
Vacancies and Promotions	20-21
Workshops	7

RECEIVED

SEP 21 1970

FILE OF
PROFESSIONAL NEGOTIATIONS