

Aug 31, 1975

Agreement Between

The
Michigan State University
LABOR AND INDUSTRIAL
BOARD OF EDUCATION
RELATIONS LIBRARY

Davison

of

DAVISON COMMUNITY SCHOOLS

and

**THE DAVISON EDUCATION
ASSOCIATION**

*Davison Community Schools
615 E. Clark St.
Davison, Mich. 484123*

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The

BOARD OF EDUCATION

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**AGREEMENT BETWEEN
THE BOARD OF EDUCATION
OF DAVISON COMMUNITY SCHOOLS AND
THE DAVISON EDUCATION ASSOCIATION**

THIS AGREEMENT entered into the 29th day of October, 1973, 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 respect to hours, wages, terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to memorialize,

NOW THEREFORE, in consideration of the following covenants, it is hereby agreed as follows:

ARTICLE I

Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, in accordance with Section Eleven (11) of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure, probation and on per diem appointments, classroom teachers, substitute teachers, guidance counselors, librarians, school psychologists and social workers, speech and hearing therapists, advising or critic teachers, teachers of the homebound or hospitalized, attendance or truant officers, and 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 Manager, Curriculum Coordinator, Director of Special Education, Director of Library Services, Director of Health Services, Athletic Director, Director of Guidance Services, Coordinator of Community Education, Administrative Trainee, 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 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 members of the bargaining unit shall maintain United Profession membership during the term of the contract or shall pay a fee equivalent to United Profession dues. Said teachers not paying such dues or fee shall, if written notice thereof be given to the Board by the Association prior to April 1st, not be rehired for the following school year, unless full back payment is made on or before April 1st.

The Association agrees to assume, and pay the expense of, 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:

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

2. 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 any section hereof, or the expense which may be assessed against the Board by any court or tribunal.

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

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

E. 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, or equivalent fee, which sums shall be deducted 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, 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 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 custodial 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's 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 pro-

grams 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. The following Tax Deferred Annuities:
 - A. Michigan Education Association
 - B. Connecticut Mutual
 - C. Massachusetts Mutual
 - D. Investors Diversified Services
 - E. Lafayette Life Insurance Company
7. Blue Cross-Blue Shield.
8. MESSA Insurance and other options including auto insurance

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. In succeeding years 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 Schedules A and B shall remain in effect during the term of this Agreement.

B. 1. 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 of professional duties beyond the normal teaching hours and the normal school year, and be paid at 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 absent 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 absent 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 absent 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, and upon presentation of appropriate credentials. Should credentials arrive after the beginning of the semester following the date on which such courses were successfully completed, payment shall be retroactive to the start of that semester.

D. 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, and Christmas Day.

E. No teacher other than the Head Teacher shall be required to fill in for the building principal in the principal's absence from an elementary building.

F. 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, but they shall not receive mileage to the first building in which they work, nor home from the last building in which they work each day.

G. 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 upon presentation of receipts for same (excluding mileage) 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. 1. The secondary (7-12) teacher's hours shall be seven hours and twenty-five minutes. The building principals shall set the starting and ending times to facilitate the transportation of students.

2. Teachers are to be at their buildings 20 minutes before students and in their classroom 10 minutes prior to the start of class and remain 5 minutes after students leave in grades 7-12.

3. All elementary teachers will report to their respective buildings 10 minutes (and to their classrooms 5 minutes) before students are presently scheduled to unload from buses and may leave their classroom 10 minutes after students are presently scheduled to be dismissed.

4. 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.

B. The Board recognizes the principle of a standard forty-hour work week and a 37 week work year and will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within such standard work week and work year. The Association recognizes that circumstances may arise that would require teachers to work additional days and still be considered a regular work year. The Board will not require teachers regularly to work in excess of such standard work week or work year within, or outside of, any school building.

C. 1. Teachers and itinerant personnel may be required to remain after school, without additional compensation for up to forty (40) minutes past the teacher's regular school hours, on an average of two (2) days each month, (but in no case to exceed three in any one month), to attend meetings if called by the school principal or Director of Special Education. To the extent possible, mem-

oranda 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 meetings 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 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 and itinerant personnel shall be in their classroom at any time the students are assigned to that room; at the beginning of the teach-

er'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.

I. Teachers whose students are in music class shall be considered to be on duty during such periods, but such duty will not include mandatory supervision of recess outdoors.

ARTICLE V

Teaching Loads and Assignments

A. 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 purpose of this article as not to exceed beyond the current semester.

B. 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 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. 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 also apply to coaching assignments.

ARTICLE VI

Teaching Loads and 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 and the Association agree to consult from time to time until March 1 of the school year concerning 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, busing 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 regularly perform teacher aide functions.

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

1973-74 School Year:

Grades	Goal	Maximum
K	20	27
1	20	29
2-6	25	31

When the teaching load in an individual classroom is one student over the maximum, an adult teacher aide shall be provided for two hours per day if the teacher so requests. When the teaching load in an individual classroom is two or three students over the maximum, a half-time adult teacher aide will be employed if the teacher so requests. When the

teaching load in an individual classroom exceeds three students over the maximum, additional teaching staff shall be employed.

1974-75

Grades	Goal Maximum	
1. Kindergarten and Grade 1	20	27 (*)
2. Elementary Grades 2-6	25	31 (*)

(*) Overloads will be permitted in an individual room in grades K-6 during an unforeseen situation provided that a remedy must be effected within a reasonable length of time. During the unforeseen circumstances when the class size exceeds the maximum, a half-time adult teacher aide will be employed, if the teacher so requests, until the remedy is effected.

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	31 pupils
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

7. Teaching loads in grades 7 and 8 for each teacher shall be determined by adding the total number of students in that teacher's classes, excluding study halls and homerooms, and dividing this total number of students by the number of classes taught. Should this average number of students exceed the above limits, the Section "B" of this Article shall apply.

B. If any teacher's class average shall exceed the above limits on or before March 1, then 1/6 of an aide shall be provided if the teacher so requests. Additional students entering the District after March 1st shall not be the basis for the assignment of additional aides.

C. 1. Senior High

Effective second semester of the 1973-74 school year, no senior high school teacher shall be required to teach more than five (5) periods per day, and such periods shall not exceed fifty (50) minutes if his total number of students per day is more than 165 students, excluding Physical Education, Vocal and Instrumental Music.

2. Junior High

No junior high school teacher shall be required to teach more than six (6) periods per day and such periods shall not exceed fifty (50) minutes each.

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

E. The Board recognizes that appropriate and adequate 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.

F. 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. In the event of emergency situations where health or safety of students and teachers is jeopardized (such as lack of heat, water, electricity, toilet facilities, etc.), an Administrator will discuss the matter with the Building Representative who is teaching in the building involved. When the emergency situation cannot be remedied within a reasonable length of time, students and teachers shall be dismissed, or moved to adequate facilities.

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 and so identified.

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 em-

ployment 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 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, or to any agent or individual, as a condition of employment or continuation of employment, except as is specifically provided in Article I, Section D of this Agreement.

K. 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.

L. 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.

M. The Board shall provide four educationally useful periodicals, and adequate storage space for same, in each teacher's lounge. (In buildings with fewer than five teachers, two shall be provided). Selection of the periodicals shall be made by the teachers in each school with the approval of the building principal, or superintendent of schools.

ARTICLE VII

Transfers

A. The parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible. When teachers are transferred from one school to another, they 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 (15) calendar days.

A vacancy shall be defined for purposes of this contract as a situation where a professional position was previously held by an employee and is to be continued, or when a new professional position is created.

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. In the event of a necessary reduction in teaching personnel, the following procedure shall be applied:

1. Reduction of Staff: Reduction of tenured staff will be based upon certification, professional background and attainments, the length of time each has been in the school system of the district and other relevant factors. Where the qualification and certification of teachers are substantially equal, particular consideration will be given to the length of service in the district. In no event will a probationary teacher be retained in a position for which a tenured staff member is certified.

2. Recall of Staff

a. First, all tenure teachers will be appointed to positions for which they are certified before consideration of any appointment may be given to non-tenure teachers. Any teacher on permanent tenure whose services are discontinued because of a necessary staff reduction shall be appointed to the first vacancy for which he is certified and qualified on the basis of the principles set forth in Section "B" above.

b. After all tenure teachers have been offered employment according to the above procedure, non-tenure teachers shall be awarded positions following the same criteria as outlined above for tenure teachers.

c. Teachers laid off under this section will be automatically granted a leave of absence without pay. However:

1. Such persons may elect to continue insurance benefits at their own expense subject to the rules of the carrier.

2. Seniority and sick leave accumulated shall remain credited to him.

3. The teacher will be restored, upon re-employment, to the salary schedule corresponding to his years of experience, excluding his leave of absence.

4. All laid-off teachers must be offered re-employment before the appointment of any new teachers can be made and such re-employment will be on the basis of the same criteria as referred to in sub-section 1 above. Such offer shall be in writing.

5. Within fifteen (15) days after a receipt of a written offer to return to employment, the teacher shall accept the position by replying in writing or it shall be determined that he has declined the position.

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.

1. 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.

2. 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 (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 (1/2) will be paid at the beginning of the first year, and one-half (1/2) at the end of the first year following the teacher's return from the leave.

3. 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 com-

mensurate to the teacher's years of experience including the year of Sabbatical.

4. 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. In the case of an extended illness, the Board may request a physician's certified statement.

(In the event that any liability arises due to non-payment of benefits under this section involving absence for pregnancy or maternity, the Board will hold the Association harmless with respect thereto.)

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

a. One (1) day per month: ten (10) days, ten (10) months; eleven (11) days, eleven (11) months; twelve (12) days, twelve (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. A teacher who resigns or retires shall receive \$10 for each unused sick leave day he has accumulated, provided, however, that a teacher must give notice of his retirement or resignation prior to July 1, in order to receive such payment.

E. Sick Leave Bank:

1. **Authority:** 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 is to be used for serious illness. A review committee equally represented by the Association and the Board of Education 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.

2. The Sick Leave Bank was established for all regular teacher employees of the Davison District to afford maximum protection against a serious ill-

ness. Each employee covered by this agreement participated as follows:

a. Effective September, 1969, each employee contributed ten per cent (10%) of his accumulated sick leave to the bank. New employees, regardless of date of employment, shall contribute one sick leave day to the Bank from their first sick leave allowance.

3. When the Sick Leave Bank falls below 250 days, the Board shall assess each employee one (1) day of his sick leave.

4. Additions to the Bank may be made as required at the beginning of each semester according to the above limitations.

5. Sick Leave Bank Committee, composed of three (3) Association members, and three (3) representatives of the Board of Education, shall deal with each case on an individual basis. Any employee on sick leave may apply to participate in the Sick Leave Bank by filing an application in the Superintendent's office. The governing body has the right to accept or reject any application. The decision of the governing body shall be final and in no way subject to the grievance procedure.

6. Sick Leave Bank requests will be processed as rapidly as the bookkeeping mechanics require and will be retroactive provided the request is granted by the committee. This same procedure is mandatory for each different serious illness.

7. a. A maximum of 180 school days may be granted, per appeal, from the Bank. Additional days may be granted at the discretion of the governing body.

b. If a teacher is drawing from the Sick Bank at the end of the school year, the case will be reviewed before the opening of school.

c. The Sick Bank Committee will meet at least once a month to review outstanding claims and new requests.

8. Sick Leave Bank days are to be used for serious illness, only by teachers in this school system who have donated the required number of days to the Bank. A serious illness shall be defined as any illness requiring hospitalization or doctor's care, in which case a doctor's statement is required.

9. Persons withdrawing Sick Leave days from the Bank will not have to replace these days except as a regular contributing member to the Bank.

10. The governing body may grant or suspend sick days from the Bank. Their judgment and/or decisions will be final. If it appears that the individual is abusing the above policy, the governing body may direct said individual (at his own expense) to be examined by two doctors of the governing body's choosing to determine if the illness or injury is valid.

11. No one shall receive terminal pay for donated Sick Bank days.

12. In case of a tie vote, the final decision on the request from the Sick Bank will be determined by an impartial party. The third party shall be agreed upon by the members of the Sick Bank Committee.

F. No employee will be credited with Sick Leave allowance while drawing from his own ac-

cumulated sick leave, or the Sick Leave Bank, until he has reported back to work.

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

H. Child Rearing Leaves.

Child Rearing Leaves without pay shall be granted to any teacher on tenure with the school district. The following conditions shall apply:

1. Such leaves will be granted:

- a. In the case of a new born child of the teacher involved.
- b. In the case of crippling or terminal accidents or illnesses of the child of a teacher.
- c. In the case of a newly adopted child of a teacher.

2. If both teachers involved are employed by the district, such leave will be granted only to one of them.

3. Such leaves will be granted when requested by the teacher and will continue until terminated by him, not to exceed twelve (12) months from date the leave started.

4. Said leaves will be subject to the provision of Article IX, Section C, sub-paragraph 1, and all of sub-paragraph 2, except as provided below:

5. The teacher taking the leave may return to work at the end of the leave if it coincides with the beginning of a new school year. Otherwise, such return will not be permitted unless, there is a vacancy, in the field in which the teacher is certified.

I. 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.

J. Personal Leave

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 not 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.

K. 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.

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

M. 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

Indemnity

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.

C. 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.

D. The teaching performance of non-tenure teachers will be observed and a written evaluation will be prepared at least three times during the school year, not later than December 1st, February 1st, and March 15th. An observation shall consist

of not less than a complete lesson or period. Tenure teachers may be visited and evaluated as time permits. The evaluator shall hold a conference with the teacher within six (6) in-school days after the evaluation, at which time the teacher shall be informed of (a) undesirable performance stating specific faults, (b) suggested means of correcting such undesirable performance and (c) the consequences of failure to make such corrections. A copy of the evaluation shall then be given to the teacher who may, within one week thereafter, respond to the evaluation in writing. Such response will be attached to the evaluation in their personnel file. The evaluation of the work of all teachers is the responsibility of the Administration and shall be performed by the Administrator or outside resource person designated by the Administration. All evaluations shall be upon the official form approved by the Board of Education. No adverse re-employment evaluation of any teacher's performance shall be made without following the above procedure.

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 in writing, or disciplined in writing for any infraction or delinquency in professional performance by a principal or other administrator, he shall be entitled to have a representative of the Association present. All such reprimanding, or disciplining is to be done in person.

A teacher shall, at the time of the occurrence of the incident involved, receive a copy of any written material that is placed in his personnel file and may, within one week from receipt of such materials, respond in writing. Such response shall be placed in the teacher's personnel file.

No records concerning a teacher may be kept elsewhere than in that teacher's personnel file.

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 throughout the school buildings and grounds.

1. Each teacher has the responsibility and full authority to administer reasonable discipline, not inconsistent with board policy, for the maintenance of classroom control. In the event that administrative assistance is required in the case of a student's insubordination, the nature and extent of the discipline which has been recommended by the teacher shall not be diminished unless the principal determines, after consultation with the teacher, that it is not reasonably consistent with said policy.

2. Any pupil who is determined by the administration, after consultation with the appropriate, qualified professional people, to be incapable of adjusting to the regular classroom will be removed from such regular classroom.

3. The Board shall furnish a copy of its Discipline Policies to each teacher at the beginning of the school year.

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. 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.

G. 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 terms 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 provision 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 Relations 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 written 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. Association on its behalf as a group or for a smaller group may make the complaint for the group.

3. The term "Teacher" includes any individual or group who is included in 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 serve as the Association Grievance Committee.

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:

When expedient, the aggrieved person will discuss the matter informally with a party of interest prior to registering a written complaint.

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. The Association Grievance Committee may assist in writing and processing a grievance.

1. LEVEL ONE:

A teacher with a grievance shall file and discuss it with his immediate supervisor or principal; individually, together with the Association Representative or through the Association Repre-

sentative. Level One must be instigated within ten (10) days following the occurrence of the grievance. Within five (5) days from the receipt of the grievance by the principal, he shall render a decision as to the solution.

2. LEVEL TWO:

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered, he may within ten (10) days process the grievance with the Superintendent of Schools. Within ten (10) days of the 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 (10) 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 Grievance Committee Chairman and other appropriate parties, for 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: (Optional)

In the event the grievance is not satisfac-

torily 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 (10) 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 cost 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. If any teacher shall complain to the Superintendent, in writing, that any supervisory employee has taken reprisals against such teacher in violation of this sub-section, and shall state the specific nature, time and other circumstances of such reprisal, the Superintendent shall promptly schedule a hearing before him at which the persons involved shall be present for the purpose of considering such complaint. The burden of showing that the claimed reprisal took place shall be upon the teacher claiming same.

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.

8. When the party of interest is an authority higher than a principal of a school, the Association may present such a grievance at the appropriate step of the grievance procedure, but in no case shall the grievance be initiated at a level higher than LEVEL TWO without prior notification of the Association's intentions having been given to the Superintendent.

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 (2) 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 earmark 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 presentation 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 term 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 at least one hour prior to the beginning of the teacher's school day, but in no event later than 8:00 a.m.

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.

5) After ten (10) consecutive teaching days in the same classroom, a substitute shall receive \$40.00 per day starting with the eleventh day, on each such occasion.

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 employed 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.

E. Neither the Board nor any of its agents shall attempt any retribution or reprisal against any member of the bargaining unit for his activities relative to the withholding of services by the members preceding the 1973-74 contract agreement. In the

event of claim of such retribution or reprisal, Article XV, Section F, Paragraph 3 shall apply.

In like manner, neither the Association acting as a whole nor any of its officers or agents shall attempt any retribution or reprisal against any employee of the Board for his/her activities during the withholding of services. In the event a claim of such retribution or reprisal is made, a hearing shall be called by the Board and appropriate action to resolve such claim may be undertaken by the Board or the employee involved.

ARTICLE XIX

Duration of Agreement

A. This Agreement shall be effective as of the 1st day of September, 1973, and shall continue in full force and effect until August 31, 1975.

B. 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 29th day of October, 1973.

DAVISON BOARD OF EDUCATION

Russell Alger, President

Maxine Ude, Secretary

DAVISON EDUCATION ASSOCIATION

Robert T. Haynes, President

Beverly Dodge

Daniel Root

Donald Smith

SCHEDULE A
1973-74 SALARY SCHEDULE

	B.A.	B.A. plus 18	B.A. plus 30 or M.A.	M.A. plus 15	Specialist or M.A. plus 30
0	\$ 8,800	\$ 9,350	\$ 9,900	\$10,450	\$11,000
1	9,350	9,900	10,450	11,000	11,550
2	9,900	10,450	11,000	11,550	12,100
3	10,450	11,000	11,550	12,100	12,650
4	11,000	11,550	12,100	12,650	13,200
5	11,550	12,100	12,650	13,200	13,750
6	12,100	12,650	13,200	13,750	14,300
7	12,650	13,200	13,750	14,300	14,850
8	13,200	13,750	14,300	14,850	15,400
9	13,750	14,300	14,850	15,400	15,950
10	14,300	14,850	15,400	15,950	16,500
11		15,400	15,950	16,500	17,050

All retroactive pay shall be paid in one payment within three weeks after ratification by the Davison Education Association.

1974-1975 SALARY SCHEDULE

The BA minimum will be the average BA minimum of those schools within the "Big 9" (excluding Flint Powers) which have an agreement on 1974-75 salaries on or before September 1, 1974.

The salary schedule shall then be structured on the same basis as that for 1973-74.

1. The B.A. plus 18 Column shall apply to any new employee hired beginning with the 1971-72 school year. Any teacher employed before that time will qualify for the B.A. plus 18 Column with a B.A. plus 15 semester hours.

2. Teachers in the B.A. Column as of Septem-

ber 1, 1971 and on Step 5 of the 1971-72 salary schedule will receive their normal increments and will progress to and including Step 6.

3. Teachers in the B.A. Column, as of September 1, 1971 and on Step 6 of the 1971-72 salary schedule will receive their normal increments and will progress to and including Step 7.

4. Teachers in the B.A. Column as of September 1, 1971, and on Step 7 of the 1971-72 salary schedule will receive their normal increments and will progress to and including Step 8.

5. Teachers in the B.A. Column on Steps 0 through 4 as of September 1, 1971, on the 1971-72 schedule, and 0 through 5 as of September 1, 1972, on the 1972-73 schedule, will receive their normal increments and will progress to and including Step 5, but can progress no further in the B.A. 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 applicable B.A. Columns in accordance with the provisions of this paragraph.

6. Teachers in the B.A. Column on Steps 6, 7, or 8 of the 1972-73 salary schedule as of September 1, 1972 shall progress no further in the B.A. Column.

7. Insofar 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.

8. 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.

9. All courses intended to apply to the B.A. plus 18, and the B.A. plus 30, M.A. plus 15, or the M.A. 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.

10. Teachers on the B.A. plus 30 Schedule shall not be permitted to enter the M.A. plus 15 or M.A. plus 30 Schedules unless they have obtained a Masters Degree.

11. Special Education teachers now employed by this District will be compensated according to the above schedules, plus \$400. Such teachers hereafter employed will not receive the additional \$400.

12. 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 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	5%
Secondary Vocal	7%
Senior High Band	10%
Assistant Band Director	7%
Play Director (each play)	\$200
Year Book	3%
Department Heads	1.5%
Senior High Art	2%

2. 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%
Sophomore	6%
9th Grade	6%
8th Grade	5%
7th Grade	4.50%
Saturday Basketball Supervision	\$500
Saturday Basketball	\$200

Baseball:	
Varsity, Head	7%
Junior Varsity	5%
Freshmen	4%
8th Grade	3.25%
7th Grade	3%
Wrestling:	
Varsity	8%
Junior Varsity	6%
Junior High	5%
Golf	4%
Girls Golf	3%
Cross Country	5%
Speedball	4%
Softball	3%
Girls Track	3%
Girls Basketball:	
Varsity	5%
Junior Varsity	3.50%
Track:	
Varsity	7%
Junior Varsity	5%
Junior High Head	3.25%
Junior High Assistant	3%
Intramural:	
Senior High School	15%
Junior High School Supervisor	10%
Junior High School Assistant	9%
Girls Gymnastics	5%
Hockey	8%
Tennis	3%
Volleyball	5%
Nurse (working conference period)	3.25%

1. All percentage or fractional figures assigned to respective positions above shall be computed on each individual's Schedule A Salary, except that, as to teachers hereafter hired the computation shall be at the level actually spent in that assignment.

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 1966-67 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 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: Effective 9-1-73

Full hospitalization based upon Super-Med 2 costs (M.E.A.). The Board will pay the entire premium as established by M.E.A. from time to time. The then current premium amount under the M.E.A. plan may instead, at the teacher's option, be applied against Blue Cross Health Insurance premiums. Such Blue Cross Insurance plan shall be selected by the group participating. In no event will any payment be made to, or on behalf of, the teacher representing amounts in excess of the applicable premium amount, nor shall such amount, in any event, exceed the M.E.A. premium amount. Open enrollment shall be September, October and November of each year, as the companies allow.

EXCEPTIONS:

a) Only one spouse shall be eligible when both work for the school.

b) The spouse employed by the school shall be ineligible when the other is covered by a policy of some other employer.

2. Life Insurance:

The Board shall provide 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. The carrier selected shall provide for continuation, for retired teachers, of any percentage of the above group coverage, at group rates, by payroll deduction from the retiree's State Teacher's Retirement checks.

Life Insurance, on the lives of a teacher's dependents, in an amount not exceeding one-half ($\frac{1}{2}$) of the employee's benefit, will be made available on an optional basis. This Dependent Life Insurance will be at the teacher's own expense.

SCHOOL CALENDAR
DAVISON COMMUNITY SCHOOLS
1973-1974

August 27-28 New Teachers

September 3 Labor Day

September 4-5 All Teachers

September 6 School Opens — All Grades

November 21 Thanksgiving Recess begins
 at end of school day.

November 26 Classes Resume

Nov. 30 - Dec. 1 Parent-Teacher Conferences

December 21 Christmas Recess begins at
 end of school day.

January 2, 1974 Classes Resume

February 13 End of first semester

March 2 Teacher Inservice Day

April 12 Spring Vacations Begin at noon

April 22 Classes Resume

May 27 Memorial Day — No School

May 28 Classes Resume

June 27 Last day for students

June 28 Record Day

SCHOOL CALENDAR
DAVISON COMMUNITY SCHOOLS
1974-1975

August 28-29	.....	New Teachers
August 30	.....	Buildings Open (Optional)
September 2	.....	Labor Day
September 3	.....	All Teachers
September 4	.....	School Begins
October 30-31	.....	Parent-Teacher Conference
November 20	.....	Thanksgiving Recess begins at end of school day
November 25	.....	Classes Resume
December 20	.....	Christmas Recess begins at end of school day
January 6, 1975	.....	Classes Resume
January 24	.....	End of first semester
February 27	.....	Inservice Day
March 27	.....	Easter Vacation begins at end of school day
April 7	.....	Classes Resume
May 26	.....	Memorial Day — No School
June 12	.....	Last day for students
June 13	.....	Record Day

LETTER OF INTENT

Between

The Davison Education Association

and

The Davison Board of Education

It is understood that busing schedules necessitate a deviation for Central Elementary from provisions of this contract as specified in Article IV, Sections D and E as follows:

Sixty-five (65) minutes preparation time, including a thirty-five (35) minute lunch period, will replace the eighty (80) minute requirement for lunch and planning time.

Beverly Dodge
Davison Education Association

Robert C. Amble
Superintendent
Davison Community Schools

DAVISON COMMUNITY SCHOOLS

Davison, Michigan

Robert T. Haynes, President
Davison Education Association

RE: CURRICULUM STUDY STEERING
COMMITTEE

Dear Mr. Haynes:

This letter is submitted to the Davison Education Association for the purpose of expressing the intent of the Board of Education to establish a Curriculum Study Committee. This Committee is to make recommendations to the Board of Education for the implementation of improvements in the high school curriculum. It will become an addendum to our next collective bargaining agreement and will become effective as soon as the latter has been ratified.

The Curriculum Study Committee will be composed of seven members, of whom three are to be named by the Association and three by the Board. In addition, the principal of the high school shall act as chairman, but without vote. If the committee decides a secretary is necessary, the Board shall provide this person.

The Committee will meet at the call of the chairman. It will take whatever other steps it deems advisable for its own organization. The major concerns in the study shall include, but not be limited to, the feasibility and advisability of five teaching assignments. The Committee will determine the total scope of its investigations and recommendations as a steering committee, within the cur-

riculum field. All appropriate resource persons such as teachers, students and community people will be involved in the studies and the Committee will make reports from time to time to the Board of Education.

Recommendations of the Committee, including plans for implementation will be completed and submitted to the Board of Education by the regular board meeting of September, 1974. If the plans for implementation are not initiated by the Board, the Committee's recommendations may be submitted to Level Five of the grievance procedure.

Other matters involving the Committee's operations which require approval of the Board will be worked out from time to time between the Committee and the Board. Released time beyond normal conference periods will be provided as necessary. Teachers having only one conference period during the day shall not be expected to use such period for the purposes of the study by this Committee.

Yours truly,
DAVISON COMMUNITY SCHOOLS
Robert C. Amble, Superintendent

October 20, 1973

Accepted by:

Robert T. Haynes, President
Davison Education Association

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