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AUG 28 1967

OFFICE OF PROFESSIONAL NEGOTIATIONS

De Witt Public School Board of Ed.

AGREEMENT

By & Between

Board of Education of the DeWitt Public Schools

and

DeWitt Education Association

MEA
1216 Kendale
E. Lansing, MI
48823

DeWitt Public Schools
DeWitt, Michigan

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AUG 28 1967

OFFICE OF
PROFESSIONAL NEGOTIATIONS

Dear Kai,

Here is a copy of our master agreement for the coming school year. It has been ratified by both parties. Thank you very much for your help during the past year.

Yours truly,

Bill Stoller
President

DeWitt Education Assoc.

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AGREEMENT, 1967-1968

This Agreement, entered into this _____ day of _____, 1967, by and between the Board of Education of the DeWitt Public Schools, hereinafter called the "Board," and the DeWitt Education Association, hereinafter called the "Association."

W I T N E S S E T H:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the DeWitt Public Schools is their mutual aim and that the character of such education depends partly upon the quality of the teaching, and

WHEREAS, the members of the teaching profession should be qualified to assist the Board and school administration in formulating policies and programs designed to improve educational standards, and

WHEREAS, the parties have a mutual obligation, pursuant to the Public Employment Relations Act, Act 279 of the Michigan Public Acts of 1965, to bargain with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

NOW, THEREFORE, 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 and sole bargaining representative for all teacher certificated personnel under contract, on authorized leave, as herein defined, on a per diem basis, or to be employed by the Board, excluding: Superintendent, Assistant Superintendents, Principals, full-time Assistant Principals, Business Manager, Director of School and Community Relations, Director of Vocational Education and supervisors within the meaning of the Public Employment Relations Act. The term, "teacher," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in this bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

C. Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of educational policy, the operation of the schools and the direction of the teaching staff are vested in the Board and in the Superintendent when so delegated by the Board.

ARTICLE II

Association and Teacher Rights

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby recognizes that every teacher employed by the Board shall have the right to freely organize, to join and to support the Association for the purpose of engaging in collective bargaining or negotiation and other fringe benefits for mutual aid and protection. As a duly elected body exercising governmental power under the laws 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 the Act or other laws of Michigan or the 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 or employment by reason of his membership in the Association, his participation in any lawful activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or other applicable laws and regulations.

C. The Association and its representatives shall have the right to use school buildings upon request, at all reasonable non-school hours for meetings, provided that when special custodial service is required, the Board will make a reasonable charge therefor. No charge shall be made for use of school rooms before or after the school day nor so long as there is a custodian on duty.

D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property, provided that this shall not interfere with or interrupt normal school operations.

E. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and all type of audio-visual equipment upon request, when such equipment is available. The Association shall pay for the cost of all materials and supplied incidental to such use.

F. The Association shall have the right to post notices of its activities and matters of Association concern in teachers' workrooms. The Association may use the district mail service and teacher mail boxes for communications to teachers through the building representatives.

G. The Board agrees to furnish to the Association in response to reasonable requests from time to time all information of a public nature relative to the administration of the DeWitt Public Schools.

H. The Board shall make available upon request by the Association information on any new or modified fiscal, budgetary or tax programs or major revisions of educational policy, which are proposed or under consideration; and the Association shall be given opportunity to advise the Board of its position with respect to said matters prior to their adoption and/or general publication.

I. Teachers shall be entitled to full rights of citizenship. No religious or political activities, outside of school hours, of any teacher or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional

employment of such teacher. To the extent that it otherwise conforms to the Code of Ethics of the Education Profession, the private and personal life of any teacher is not within the appropriate concern or attention of the Board. The said Code is hereby made a part of this Agreement by reference.

J. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory, and without regard to race, creed, religion, color, national origin, age, sex or marital status.

ARTICLE III

Deductions for Professional Dues

- A. The Association will, prior to October 1, deliver to the Superintendent authorizations from individual teachers to deduct membership dues of the Association. Said deductions will be deposited within seven (7) calendar days in the Woodruff State Bank to the credit of the Association.
- B. The deduction of membership dues shall be made equally from one regular pay check each month, for four (4) months, beginning October 15 and ending January 15.
- C. Nothing herein shall create any liability by the Board for any dues which are not withheld.

ARTICLE IV

Teaching Hours and Class Load

- A. Teachers shall be required to report for duty at their teaching stations fifteen (15) minutes before the opening of the pupils' regular school day in the morning. Teachers shall be permitted to leave fifteen (15) minutes after the close of the pupils' regular school day. Teachers are required to remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teacher, except that the teacher's day may end at the close of the pupils' day with permission of the building principal, for valid reasons.
- B. The weekly teaching load in the junior and senior high schools will be 25 teaching periods and five unassigned preparation periods or not to exceed five hours (300 minutes) of pupil contact per day. Assignment to a supervised study period shall be considered a teaching period for purposes of this Article. The weekly teaching load in the elementary schools will average no more than 25 hours of pupil contact. In no event shall the length of the total school day presently in existence be lengthened, except under emergency conditions as determined by the Administration.
- C. All teachers shall be entitled to a duty-free uninterrupted lunch period of not less than thirty (30) minutes.
- D. Elementary teachers will be provided with two recess periods each day when weather permits. Each teacher will have recess duty approximately once every four weeks, determined by a recess schedule on a rotation basis as determined by the elementary principal. Substitute teachers will be excluded from recess duty. In addition, teachers may use for preparation the time during which their classes are receiving instruction from various teaching specialists.

E. Teachers of music, art and the laboratory sciences, librarians, speech therapists, reading consultants, visiting teachers, counselors and all special education teachers shall be provided with relief and preparation time to the same extent as other teachers in the district.

F. Teachers may be required to attend no more than two (2) after-school building staff meetings per month. Teachers may be required to attend not more than four (4) evening meetings per school year. Attendance at these evening meetings for longer than two (2) hours is voluntary. An evening meeting is a meeting beginning after 6:00 p.m.

G. A teacher engaged during the school day in negotiating on behalf of the Association or participating in any professional grievance negotiation, including arbitration, with any representative of the Board, shall be released from regular duties without loss of salary.

H. Parent-Teacher Conferences will be held one day each semester, from 1:00 to 4:00 p.m. and 6:00 to 9:00 p.m. some time during the months of October and March on days selected by the Administration. Attendance at these Parent-Teacher Conference days is mandatory. These meetings are in addition to the meetings as described under Article V, Section F.

ARTICLE V

Special Student Program

The parties recognize that children having special physical, mental and emotional problems, as defined by the regulations of the State Department of Special Education, may require specialized classroom experience and that their presence in regular classrooms may interfere with the normal instructional program and place extraordinary demands upon the teacher. Special attention will be given to reducing class size where special students are placed in a regular classroom.

ARTICLE VI

Teaching Conditions

The parties recognize that optimum school facilities for both students and teachers are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

A. Because the pupil-teacher ratio is an important aspect of an affective educational program, the parties agree that class size should be lowered wherever possible to meet the following optimum standards, but in no event shall it exceed the following maximum standards, except in emergency situations as determined by the Administration and the Association, or in traditional large group instruction or experimental classes where teachers have voluntarily agreed to exceed these maxima:

<u>1. Elementary</u>	<u>OPTIMUM</u>	<u>MAXIMUM</u>
Kindergarten	18	34
First-Second Grade	20	32
Third-Sixth Grade	20	33
<u>2. Secondary</u>		
English	20	35
Social Studies	20	35
Mathematics	20	30
Science	20	24
Language	20	25
Business	20	30
Typing	20	30

Industrial Arts	15	24
Drafting	20	24
Homemaking	15	20
Art I	20	24
Art II	15	24
General Physical Education	25	35
Hygiene and Health	25	35
Study Hall	25	Pupil-Teacher Ratio 50 - 1
Speech	15	20
Vocal Music	30	50
Debate	12	20
Drama		30

3. Special Education

Special classes for handicapped or mentally retarded	10	15
Emotionally disturbed classes	5	10

4. The ratio of pupils to total classroom teachers within the district shall not exceed 25 to 1.

5. Maximum daily academic class load shall not exceed 150 students.

B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standardized tests and questionnaires, and similar materials and their concomitant effective utilization by the teaching staff are the tools of the teaching profession.

C. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board will give due consideration to any proposals or requests for a teacher reference library in the district.

D. The Board agrees to make available in each school adequate typing, duplicating, stencil and mimeograph facilities to aid teachers in the preparation of instructional material.

E. The Board shall provide:

1. Lockable drawer space for each teacher in the district.
2. Suitable space for each teacher to store coats, overshoes, and personal articles.
3. Teachers' editions, when available, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
4. A dictionary in every classroom.
5. Adequate storage space in each classroom for instructional materials.
6. Adequate attendance books, paper, pencils, pens, chalk, erasers and other such material required in daily teaching responsibility.

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

G. The Board shall make available in each school adequate restroom and lavatory facilities exclusively for staff use and at least one room, appropriately furnished, which shall be reserved for use as a faculty work room in which smoking shall be permitted. Provision for such facilities shall be made in all future buildings.

H. Office telephone facilities shall be made available to teachers for their use. All long distance calls shall be recorded on an appropriate form provided by the Administration and signed by the caller. Personal long distance calls shall be paid by the caller.

I. Upon the request of the Association and with concurrence of the building principal, vending machines shall be installed in the teachers' work room for use by the faculty, to be maintained by the Association.

ARTICLE VII

Department Chairmen

A department chairman shall be selected, when available, by the principals and upon recommendation of this person by the Superintendent to the Board and upon concurrence by the Board, the candidate shall be appointed department chairman.

Department chairmen shall be selected in the following areas having three or more staff people:

English

Mathematics

Social Studies

Physical Education

Science

Art (K-12)

Acceptance of a department chairmanship shall be on a voluntary basis.

ARTICLE VIII

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 with good cause, outside of the scope of their teaching certificate or their major or minor field of study.

B. All teachers shall be given written notice of their schedules for the forthcoming year no later than the fifteenth day of July. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teachers' schedules be made later than the fifteenth day of August preceding the commencement of the school year, unless an emergency situation requires same.

C. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Schedules B, and summer school courses, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to teachers regularly employed in the district.

ARTICLE IX

Vacancies, Promotions and Transfers

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building or position shall be made in writing, one copy of which shall be filed with the Superintendent, one copy with his building principal, and one copy with the Association. The application shall set forth the reasons for the transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.
- B. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the superintendent in his judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the normal school year, at which time the position will be considered vacant.
- C. The Board declares its support of a policy of filling vacancies, including vacancies in supervisory positions, from within its own teaching staff. Whenever vacancies arise or are anticipated, the superintendent shall promptly notify the schools of such vacancies and shall invite applications from the teaching staff. Vacancies shall be filled on the basis of experience, competency, and qualifications of the applicant, length of service in the district and other relevant factors.
- D. An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the instructional program. The Superintendent

shall notify the affected teacher of the reasons for such transfer. If the teacher objects to such transfer for the reasons given, the dispute may be resolved through the professional grievance procedure.

E. 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 he may have had under this Agreement prior to such transfer to supervisory or executive status and will return to the appropriate step on the teacher salary schedule, as determined by the length of his service in both positions.

ARTICLE X

Illness or Disability

A. At the beginning of each school year, each teacher shall be credited with a ten (10) day sick day allowance to be used for absences caused by illness or physical disability of the teacher. The unused portion of such allowance shall accumulate from year to year without limitation. Beginning in September of 1967 and each successive September, each teacher will be notified of his current sick day bank balance.

B. Any teacher may contribute any portion of his accumulated sick leave bank to any teacher who has exhausted his own sick leave bank.

C. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence by the Board without pay for the duration of such illness or physical disability up to the balance of the school year, and the leave may be renewed for one year by the Board upon written request of the teacher.

D. Absence due to injury arising out of and in the course of the teacher's employment, for which the teacher receives benefits under the Michigan Workmen's Compensation Act, shall not be charged against the teacher's sick leave, provided that the teacher may receive sick benefits for such period as Workmen's Compensation benefits do not apply.

E. A doctor's certificate will be required to return to work if the absence of a teacher extends beyond ten (10) concurrent school days. If the illness continues beyond ten (10) concurrent school days, a statement from the attending physician shall be presented to the Superintendent prior to each pay period (the 15th

and 30th of each month), attesting to this disability prior to the issuance of the teacher's pay, if the person is still receiving sick benefits.

F. Abuse of sick time privileges by a teacher may result in denial of paid sick time by the Board.

G. A teacher must call his principal at least sixty (60) minutes before he is due to report to school if he is ill and unable to report to work.

ARTICLE XI

Personal Business

A. At the beginning of every school year, each teacher shall be credited with two (2) days to be used for the teacher's personal business. A personal business day may be used for any purpose at the discretion of the teacher. A teacher planning to use a personal leave day or days shall notify his principal at least one (1) day in advance, except in cases of emergency. The teacher may be asked to explain the reason for a personal leave day requested for a school day immediately before or after a holiday, weekend, or vacation period, and reasonable restrictions may be imposed on personal leaves on such days.

B. A teacher called to give testimony under subpoena or summons before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation. This absence is not chargeable to sick leave bank or personal business days.

ARTICLE XII

Unpaid Leaves of Absence

A. A leave of absence of up to two (2) years may be granted to any tenure teacher upon written application to the Superintendent at least thirty (30) days prior to the end of the school year and to take effect at the end of the school year, for the purpose of participating in exchange teacher programs; the Peace Corps, Teachers' Job Corps or Job Corps as a full time participant in such program; or a cultural travel or work program related to his professional responsibilities; provided said teacher states his intention to return to the school system. Upon return from such leave, provided a position is available in either his major or minor field, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during the period.

B. A leave of absence of up to two (2) years may be granted to any tenure teacher, upon written application to the Superintendent's office at least thirty (30) days prior to the end of the school year and to take effect at the end of the school year, for the purpose of engaging in study at an accredited college or university reasonably related to his professional responsibilities. A teacher shall be rehired upon return from such leave, provided a position is available in either his major or minor field.

C. A leave of absence of up to two (2) years may be granted to any tenure teacher, upon written application to the Superintendent at least thirty (30) days prior to the end of the school year and to take effect at the end of the school year, for the purpose of serving as an officer of the Michigan Education Association or on its staff. A teacher shall be rehired upon return from such leave, provided a position is available in either his major or minor field.

D. A leave of absence may be granted to any tenure teacher, upon written application to the Superintendent at least thirty (30) days prior to the end of the school year and to take effect at the end of the school year, for the purpose of campaigning for his election to or serving in a public office. A teacher shall be rehired upon return from such leave, provided a position is available in either his major or minor field.

E. Maternity leave of up to two (2) years shall be granted, commencing not later than the end of the sixth month of pregnancy, except that when this date falls within one school month of the end of the semester, the teacher may be permitted to complete the semester with Administrative consent. Return from such leave will be no earlier than six (6) weeks after the termination of pregnancy. A female teacher adopting a child may receive similar leave which shall commence upon entry of an order terminating the rights of the natural parents by the probate court. A teacher returning from leave provided in this paragraph shall be placed on that step of the salary schedule from which she went on leave.

ARTICLE XIII

Academic Freedom

A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere in which academic freedom for teacher and student is encouraged.

B. No special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning subject only to accepted standards of professional educational responsibility.

C. Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate example the basic objectives of a democratic society.

ARTICLE XIV

Teacher Evaluation

- A. The work performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated once each semester. Tenure teachers shall be evaluated at least once in every two (2) years.
- B. Evaluations shall be conducted by the teacher's immediate supervisor or an administrator working in the same building or otherwise familiar with the teacher's work, who shall be designated by the Superintendent.
- C. All monitoring or observation of the work of a teacher shall be conducted openly.
- D. A copy of the written evaluation shall be shared with the teacher at the time of such personal interview or within ten (10) days thereafter, and the teacher shall have the opportunity to review the evaluation report.
- E. No later than March 15th of each probationary year the final written evaluation will be furnished to the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent. In the event a probationary teacher is not continued in employment, the Board will advise the teacher as provided under the Michigan Teacher Tenure Act.
- F. Each teacher shall have the right, upon reasonable request, to review the contents of his own personnel file, except for the confidential ratings and recommendations of Associations and former employers. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

ARTICLE XV

Professional Behavior

A. Teachers shall comply with the reasonable rules, regulations and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement.

B. 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. The Association shall deal with ethical problems in accordance with the terms of such "Code of Ethics of the Education Profession."

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

D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for the disciplinary action will be made available to the teacher.

ARTICLE XVI

Professional Improvement

A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies and participation in community educational projects.

B. The Board may agree to provide upon application the necessary funds for teachers who desire to attend select professional conferences and Michigan Department of Education Curriculum Committee meetings. A teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation. Application for said leave shall be filed with the building principal at least five (5) days in advance of said meeting and the building principal will forward the request to the Superintendent for decision.

C. After-school courses, workshops, conferences and programs designed to improve the quality of instruction, shall be implemented whenever possible. Every effort will be made to obtain people of the highest qualification to participate in the presentation of such programs. All teachers desiring to attend shall be allowed to do so.

ARTICLE XVII

Continuity of Operations

A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined by Section 1 of the Public Employment Relations Act.

B. The Board agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

C. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by act of God or a labor dispute with employees outside of the bargaining unit that necessitates the closing of schools; and nothing shall require teachers to report for work in such circumstances.

ARTICLE XVIII

School Calendar

For the term of this Agreement, the school calendar shall be as set forth in Schedule A. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association.

ARTICLE XIX

Professional Compensation

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule B which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. All teachers, whether or not newly employed, shall be given full credit up to seven (7) years on the Salary Schedule as set forth in Schedule B for teaching experience in any school district in the State of Michigan and other teaching experience for which credit is allowed.
- C. After a teacher has served in the school district for twenty (20) years, he will receive a longevity payment of five percent (5%) of his current basic salary. Thereafter, for each additional five (5) years of service he will receive an additional longevity payment of five percent (5%) of his current basic salary. No more than one longevity payment may be earned in one school year.
- D. Teachers involved in extra duty assignments set forth in Schedule B-1 and Schedule B-2, which are attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions thereof.
- E. Teachers required in the course of their work to drive their personal automobiles on school business shall receive a car allowance of ten cents (10c) per mile. This shall be approved by either the building principal or the Superintendent.

ARTICLE XI

Special Teaching Assignments

A. Assignments for the Adult Education, Driver Education and Summer School programs will be made by the Board on the basis of preference to teachers, in their areas of certification, possessing permanent teaching certificates and regularly employed in the district during the normal school year. No teacher shall be required to teach less than three (3) hours in any Summer School program. Teachers shall be compensated for teaching in any of such programs at an hourly rate of not less than \$4.75.

B. Once a teacher has reported unavailability for teaching, it shall be the responsibility of the administration to arrange for a substitute teacher. Substitutes shall be paid for a regular teaching day the sum of \$20.00 per day.

C. Supervision by a teacher of a student teacher shall be voluntary and no teacher shall supervise more than one such student teacher simultaneously. A teacher shall receive special compensation for such efforts of \$50.00 per term, provided that the school is reimbursed by the sponsoring university.

ARTICLE XXI

Terminal Leave

In recognition of services to the school district, a terminal leave payment, representing a percentage of the teacher's salary during his last year of service in the district, will be paid upon retirement, as follows:

<u>YEARS OF SERVICE</u>	<u>PERCENTAGE</u>
20	10%
25	15%
30	20%

ARTICLE XXII

Student Discipline and Teacher Protection

A. Since the teacher's authority and effectiveness in his classroom are undermined when students discover that there is insufficient administrative backing and support of the teacher, 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. The Board further recognizes that the teacher may not fairly be expected to assume the role of custodian for emotionally disturbed students nor to be charged with the responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counsellors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

B. It is recognized that discipline problems are less likely to occur in classes which are well organized, well taught, and where a high level of student interest is maintained. It is likewise recognized that when discipline problems do occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher may use such force as is necessary to protect himself from attack or to prevent injury to another student.

C. A teacher may exclude a pupil from class with the knowledge of the principal when the grossness of the offence, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident.

D. Suspension of students from school may be imposed only by a principal or his designated representative. School authorities will endeavor to achieve correction

of student misbehavior through counselling and interview with the child and his parents when warranted. Transfer of the student to another teacher or other measures, short of suspension, will first be exhausted. When a teacher has one or more pupils in class who constitute serious behavioral problems, appropriate recognition shall be given by way of reduced class size, greater or more frequent relief periods, or additional compensation as agreed between the Board and the Association.

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

F. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his employment with the Board, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense.

G. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher, provided the teacher is not found to be negligent.

H. The Board will reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher (excluding the teacher's automobile) while on duty in the school or on the school premises, resulting from an incident as covered in Paragraph E of this Article.

I. No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified.

ARTICLE XXIII

Insurance Protection

A. The Board shall provide, without cost to the teacher, the following insurance protection plan offered by the Time Insurance Company:

Life Insurance: \$2,500

Accident Coverage: Benefits for total disability resulting from injury shall be 40% of the employee's base salary. Benefits will begin on the 31st day of disability and shall continue for as long as disabled, up to a maximum of five (5) years.

Sickness Coverage: Benefits for total disability resulting from sickness shall be 40% of the employee's base salary. Benefits will begin on the 31st day of disability and shall continue for as long as disabled, up to a maximum of one (1) year.

No benefits shall be payable beyond age 65.

- Features:
1. All employees under age 65 may participate in the plan, regardless of insurability.
 2. Pre-existing or chronic ailments are fully covered.
 3. Individual certificates cannot be terminated as long as the plan is maintained in force by the school.
 4. Full benefits paid in addition to other insurance.
 5. House confinement not required when totally disabled from either accident or sickness.
 6. No time limit as to when disability must begin following date of injury.
 7. 24-hour-a-day coverage -- on or off the job.

B. The Board shall make payment of insurance premiums for each teacher to assure insurance coverage for the full twelve-month period commencing September 1st and ending August 31st; when necessary, premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

ARTICLE XXIV

Professional Grievance Procedure

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, order or regulation of the Board, may be processed as a grievance as hereinafter provided.
- B. The grievant may invoke the formal grievance procedure on the form set forth in annexed Schedule C, signed by the grievant and a representative of the Association, which form shall be available for the Association representative in each building. A copy of the grievance form shall be delivered to the principal or supervisor and the Superintendent. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him.
- C. Within three (3) school days of receipt of the grievance, the principal or supervisor shall meet with the Association in an effort to resolve the grievance. The principal or supervisor shall indicate his disposition of the grievance in writing within three (3) days of such meeting and shall furnish a copy thereof to the Association and Superintendent.
- D. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within three (3) school days of such meeting (or six (6) school days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Superintendent. Within ten (10) school days, the Superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the Association.
- E. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within three (3) school days of such meeting (or nineteen (19) days from the date of filing, whichever

shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter. A copy of such disposition shall be furnished to the Association.

F. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

G. The fees and expenses of the arbitrator shall be shared equally by the parties.

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

I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event that a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

J. If any individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.

ARTICLE XXV

Negotiation Procedures

A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties, upon mutual agreement, will accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. At a reasonable time (at least by February 1) prior to the expiration of this Agreement, upon request of either party, negotiations will be undertaken for an agreement covering the 1968-1969 school year.

C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of the negotiations.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate in the absence of an Agreement between the two parties.

ARTICLE XXVI

Miscellaneous Provisions

A. When, in the judgment of the Superintendent, hazardous or inclement weather conditions prevent the opening of school, teachers will not be required to report to work. Notice of closings will be given through local radio stations WJIM and WILS at the earliest possible time. On such days teachers are requested to tune in to these stations.

B. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

C. Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

D. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

E. If any provision of this 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.

F. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.

ARTICLE XXVII

Duration of Agreement

This Agreement shall be effective as of September 1, 1967, and shall continue in effect until the 31st day of August, 1968. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

BY: /s/ J. William Stoller
Its President

BY: /s/ Arlene Robson
Its Secretary

BY: /s/ J. William Stoller
Chairman, Negotiating Committee

BY: /s/ Elaine Cutchins
Negotiating Committeeman

BY: /s/ Barbara Gebhardt
Negotiating Committeeman

BY: /s/ Elizabeth Devereaux
Negotiating Committeeman

BY: /s/ Dorothea Rosekrans
Negotiating Committeeman

BY: /s/ Thomas Kromer
Negotiating Committeeman

BOARD OF EDUCATION

BY: /s/ Dale Hines
Its President

BY: /s/ Earl Coryell
Its Secretary

BY: /s/ James Decatur
Member

BY: /s/ Dr. Maurice Becker
Member

BY: /s/ Willard Reed
Member

BY: /s/ Irene Zeeb
Member

BY: /s/ Lloyd Ballard
Member

DATED: This _____ day of _____, A.D., 1967.

SCHEDULE A

DeWitt Public Schools Calendar

for 1967-1968

Orientation Days for New Teachers.	Aug. 31, Sept. 1
Teachers Meetings.	Sept. 5
School Begins.	Sept. 6 (½ day, a.m.)
State Approved Teacher Institute.	Oct. 5, 6
End of First Card Marking Period.	Oct. 20
Thanksgiving Recess.	Nov. 23, 24
End of Second Card Marking Period.	Dec. 1
Holiday Recess Begins.	Dec. 16
School Reopens.	Jan. 2
End of Third Card Marking Period (No Classes).	Jan. 26
First Semester Ends.	Jan. 26
Second Semester Begins.	Jan. 29
End of Fourth Card Marking Period.	Mar. 8
Local Institute Day (No Classes)	Mar. 15
Spring Recess Begins.	Apr. 6
School Reopens.	Apr. 15
End of Fifth Card Marking Period.	Apr. 26
Memorial Day Recess.	May 30, 31
Commencement and End of Sixth Card Marking Period (No Classes).	June 13
School Closes.	June 14

SCHEDULE B

Salary Schedule 1967-1968

<u>YEAR</u>	<u>BA</u>	<u>BA + $\frac{1}{2}$ MA</u>	<u>MA</u>	<u>MA + 30 SEMESTER HOURS ON DEGREE PROGRAM</u>
1	\$5800	\$6000	\$6200	\$6600
2	6100	6300	6500	6900
3	6500	6700	6900	7300
4	6800	7000	7200	7600
5	7100	7300	7500	7900
6	7400	7600	7800	8200
7	7700	7900	8100	8500
8	8000	8200	8400	8800
9	8300	8500	8700	9100

SCHEDULE B-1

Additional Compensation for Extra Duties

(Pursuant to Job Descriptions)

<u>ACTIVITY</u>	<u>PERCENT OF BA BASE SALARY</u>
Student Council Advisor	
Senior High	3
Junior High	2
Senior High Class Sponsors	1
Three (3) All-School Plays + Drama Club (Senior High)	12
National Honor Society	1
Math Club	
Senior High	1
Junior High	1
Science Club	
Senior High	1
Junior High	1
Annual Staff	3
Audio Visual Director	5
Cheerleading	
Senior High	4
Junior High	2
Concerts or Festivals	Mileage

SCHEDULE B-2

Athletics

(Pursuant to Job Descriptions)

<u>POSITION</u>	<u>PERCENT OF BA BASE SALARY</u>
<u>Athletic Director</u>	
Senior High	10
Junior High	5
<u>Football</u>	
Head Coach	10
Assistant Coach	6
Junior Varsity Coach	5
<u>Basketball</u>	
Head Coach	10
Junior Varsity Coach	6
Freshman Coach	4
Junior High Coach	6
<u>Track</u>	
Senior High Coach	7
Junior High Coach	2
<u>Baseball</u>	
Varsity Coach	7
Junior Varsity Coach	4
<u>Cross Country</u>	
Coach	5
<u>Golf</u>	
Coach	4
<u>Wrestling</u>	
Coach	7
<u>Girls' Basketball</u>	
Coach	4

SCHEDULE C

Professional Grievance Report

School District _____

Grievance Number _____

School _____

Date of Violation _____

Date of Grievance _____

Subject to provisions of the professional negotiations agreement between the Board and the Association, I hereby authorize the representative or representatives of the Association, recognized by the Board as my collective bargaining representative, to process this request or claim arising therefrom in this or any stage of the professional grievance procedure, including arbitration, or to adjust or settle the same.

STATEMENT OF THE GRIEVANCE:

REMEDY REQUESTED:

Approved for processing:

Signature of DEA Representative

Signature of Grievant (Use Reverse side for additional signatures if more than one Grievant)

Date: _____

PRINCIPAL'S DISPOSITION:

Date Received: _____

Date of Action: _____

Signature of Principal

ASSOCIATION'S DISPOSITION: Satisfactory _____ Unsatisfactory _____

Date: _____

SUPERINTENDENT'S DISPOSITION:

Date Received: _____

Date of Action _____

Signature of Superintendent

ASSOCIATION'S DISPOSITION: Satisfactory _____ Unsatisfactory _____

Date: _____