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A G R E E M E N T

BY & BETWEEN

BOARD OF EDUCATION OF DEWITT PUBLIC SCHOOLS

AND

DEWITT EDUCATION ASSOCIATION

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

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AGREEMENT 1971-72

This Agreement, entered into this 1st day of September, 1971, 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 or recognize 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

Management Rights Clause

The Board, on its own behalf and on behalf of the electors of the district, hereby, retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, State, county, district or local laws or regulations as they pertain to education.

ARTICLE III

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 Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any 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 may have the right to use the school buildings upon request, with the permission of the building administrator following the procedure set up by the Board (policy # A-B 348.8).
- 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, with the permission of the building administrator.
- E. The school shall make available a room for DEA office use.
- F. The Association shall have the right to post notices of its activities and matters of the 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. 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.

I. 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.

J. Policy Information

1. An authorized representative of the DEA may attend regular Board meetings, and may serve as a consultant to the Board of Education when the Board deems it appropriate.
2. The President of the DeWitt Education Association shall be furnished with a copy of the agenda prior to the school Board meetings.

ARTICLE IV

Deductions and Professional Dues

A. The Association will, prior to October 1, deliver to the Superintendent authorization from individual teachers to deduct membership dues of the Association. Said deductions will be deposited within seven (7) days in the American Bank and Trust, Woodruff Branch, to the credit of the Association.

B. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the NEA and the MEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the second regular salary check of the teacher each month for ten months, beginning in September and ending in June of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June.

C. Starting with the first working week paychecks shall be issued Friday of every other week, except when payday falls during vacation. Paychecks shall be delivered one day early at Thanksgiving and Spring vacation. Teachers shall provide self-addressed envelopes for the payday which occurs during Christmas vacation.

D. Teachers shall have the option of electing 20 pays or 26 pays.

E. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, or school credit union deposit. (Co-Op Credit Union).

ARTICLE V

Teaching Hours and Class Load

A. No teacher shall be required to report for duty earlier than 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, except on Fridays or on days preceding holidays or vacations, the teacher's day shall end at the close of the pupils' day.

B. The normal weekly teaching load in the junior and senior high school will be 25 teaching periods and five unassigned preparation periods, not to exceed five (5) hours of pupil contact per day. Assignment to a supervised study period shall be considered a teaching period for purpose of this article. The normal weekly teaching load in the elementary schools will be no more than 25 hours and 40 minutes of pupil contact.

C. All teachers shall be scheduled to a duty-free uninterrupted lunch period no less than 30 minutes.

D. Teachers may be required to attend no more than two (2) after-school building staff meetings per month. Teachers may be required to attend no 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.

E. 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.

F. The Board agrees to secure adequate lay assistance for recess and noon-hour supervision so that no teacher in the elementary schools will be required to serve outside duty at these times.

G. Librarians, counselors and Elementary teachers will be provided two fifteen (15) minute relief periods each day.

ARTICLE VI

Special Student Programs

The parties recognize that children having special physical and mental 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 VII

Teaching Conditions

A. The parties recognize that the primary duty and responsibility of the teacher is to teach.

B. The following class size maximum will be exceeded only when in the opinion of the Board of Education, it is necessary:

1. Elementary	Maximum
Kindergarten	34
First-Second Grades	32
Third-Sixth Grades	33
2. Secondary	
English	35
Social Studies	35
Mathematics	30
Science-Lab	24
Non-Lab	30
Language-Lab	30
Non-Lab	25
Business	30
Typing	40
Industrial Arts	30
Drafting	24
Homemaking	24
Art I	24
Art II	24
General Physical Education	35
Speech-Debate	30
Vocal Music	50
Remedial or Seminar Type Course	25
3. Special Education	
Special Education for Handicapped	15
Emotionally Disturbed	10

C. The ratio of pupils to certified personnel on a school wide basis shall not exceed NCA recommendations.

D. 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.

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

F. 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 from the publisher, exclusively for each teachers' use of all texts used in each of the courses he is to teach.
4. A college edition dictionary in every classroom at teachers' request provided such request is part of his annual requisition.
5. Storage space in each classroom for instructional materials.
6. Attendance books, paper, pencils, pens, chalk, erasers and other such materials required in daily teaching responsibility.
7. Chalkboard and bulletin board space in every classroom.

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

H. The Board shall make available in each school restroom and lavatory facilities exclusive for staff use and at least one room which shall be reserved for use as a faculty work-lunch room in which smoking shall be permitted.

I. Office telephone facilities shall be made available to teachers. 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 at the time of the call. The Association shall have the right to install at its own expense a telephone in the teachers' work-lunch room.

J. Upon the request of the Association and with the knowledge of the building principal, vending machines shall be installed in the teachers' workroom for use by the faculty, to be maintained by the Association.

ARTICLE VIII

Professional Qualifications & Assignments

A. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers will not be assigned outside the scope of their teaching certificate or their major or minor field of study provided the minor meets North Central requirements.

B. All teachers shall be given written notice of their schedules for the forthcoming year no later than the thirtieth 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, driver education, extra duties enumerated in Schedule 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 tenure teachers in their area of certification, providing they meet North Central Requirements.

ARTICLE IX

Vacancies, Promotions, 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 assignment 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 new assignment, 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. When teaching or supervisory vacancies occur the Superintendent shall within forty-eight (48) hours of receipt of written resignation, post notices on bulletin boards in all teachers' work rooms and notify the Secretary of the DEA. Application may be submitted from the teaching staff.

C. An involuntary transfer will be made only in the 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.

D. When requested in writing 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 month of the end of the semester the teacher may be permitted to complete the semester with administrative consent. Return from such leaves will be no earlier than six (6) weeks after termination of pregnancy. A female teacher adopting a child may receive a 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.

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. Illness: At the beginning of each school year teachers shall be credited with ten (10) days sick leave allowance to be used for absences caused by sickness, death, injury, serious illness or physical disability of the teacher or members of his immediate family, defined as Mother, Father, sisters, brothers, children, spouse, mother-in-law, father-in-law. The unused portion of such allowance shall accumulate from year to year without limitation. The Board shall furnish a written statement at the beginning of each school year setting forth the total of sick leave credit.

B. 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 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. Additional sick days may be granted by the Board.

C. A doctors certificate may be required to return to work if the absence of a teacher extends beyond the ten (10) concurrent school days. If the illness continues beyond ten(10) days (concurrent school days), a statement from the attending physician shall be presented to the Superintendent prior to each pay period attesting to his disability prior to the issuance of the teachers pay, if the person is still receiving sick benefits.

D. Absence due to injury covered by Michigan Workman's Compensation Act incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days.

E. A beginning teacher absent from work because of a childhood disease, mumps, scarlet fever, measles, chicken pox, shall suffer no loss of sick days or compensation.

F. A teacher's only obligation will be to call the building principal or designated representative at least 60 minutes before he is due to report.

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 Military Service, exchange teacher program, the Peace Corps, Teachers' Job Corps as a full time participant in such programs; 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 his major or minor field, provided the minor meets North Central requirements. 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 reasonable 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 provided the minor meets North Central requirements.

C. A leave of absence may be granted to any tenure teacher, upon written application to the Superintendent at least (30) thirty 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, provided the minor meets North Central requirements.

ARTICLE XIII

Teacher Evaluation

A. The performance of all teachers shall be evaluated, in writing, according to the provisions of the State Tenure Law.

B. All monitoring or observation of the work of a teacher shall be conducted openly.

C. A copy of the written evaluation shall be submitted to the teacher at the time of personal interviews or within ten (10) days thereafter; one to be signed and returned to the administration, the other to be retained by the teacher. In the event that the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personal file.

D. Each teacher shall have the right, upon request, to review the contents of his own personal file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personal file shall contain the following minimum items of information:

- annual TB report and required medical information
- all evaluation reports
- copies of annual contracts
- teacher certification
- a transcript of academic records
- tenure recommendations

E. No material may be placed therein without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of said file.

ARTICLE XIV

Professional Behavior

A. Alleged breaches of discipline or the "Code of Ethics of the Education Profession" shall be promptly reported in writing to the offending teacher and to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher and will summarize the disposition in writing to the Superintendent.

ARTICLE XV

Professional Improvement

- A. The parties support the principle of continuing training of teachers, participation of teachers in professional organizations in the areas of their specialization, leave for work of 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. The Board may participate in the cost of such programs.

ARTICLE XVI

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 in 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 practices as defined in 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 acts 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 XVII

School Calendar

The school calendar for the year 1971-1972 as set forth in Schedule A is incorporated as a part of this Agreement.

ARTICLE XVIII

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 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 (5%) percent 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 into 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 (10) cents a mile. This shall be approved by either the building principal or the Superintendent.
- F. When requested by the administration teachers who voluntarily give up their planning period on any given day to fill-in for an absent teacher when no substitute is available will be compensated at the rate of \$4.00 per period.

ARTICLE XIX

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. Teachers shall be compensated for teaching in any of such programs at an hourly rate of not less than \$5.00.

B. 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 equal to the amount which the school is reimbursed by the sponsoring university.

ARTICLE XX

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 XXI

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 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 1 year.

No benefits shall be payable beyond age 65.

Features: 1. All employees under age of 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.

C. The Board shall provide M.E.A. Supermed 70 Health Care for each member of the bargaining unit and his dependents.

Employees not participating in the M.E.A. Health Care protection may contribute on a 50-50% participating basis with the Board of Education, up to \$7.50 monthly to enroll in the following insurance programs:

Hospitalization Supplement
Loss of Time
Additional Life Insurance

Student Discipline & Teacher Protection

- A. Since the teacher's authority and effectiveness in his classroom are determined when students discover that there is sufficient 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.
- 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 offense, 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. 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.
- E. 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.
- F. 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 D of this article.
- G. Action may be taken upon any complaint by a parent of a student directed toward a teacher and notice thereof may be included in said teacher's personnel file when such matter is reported in writing to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified.

ARTICLE XXIII

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. In the event that a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal either personally or accompanied by his Association representative.
- C. If, as a result of the informal discussion with the building principal, a grievance still exists, he may invoke the formal grievance procedure on the form set forth in annexed Appendix C, signed by the grievant, which form shall be available from the Association representative in each Building. A copy of the grievance form shall be delivered to the principal. If the grievance involves more than one building, it may be filed with the Superintendent or a representative designated by him.
- D. Within five (5) calendar days of receipt of the grievance, the principal shall meet with the aggrieved party in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within five (5) calendar days of each meeting, and shall furnish a copy thereof to the grievant, Association, & Superintendent.
- E. If the aggrieved party is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) calendar days of such meeting (or ten calendar days from the date of filing, whichever shall be later) the grievance shall be transmitted to the Superintendent. Within seven (7) calendar days the Superintendent or his designee shall meet with the grievant on the grievance and shall indicate his disposition of the grievance in writing within five (5) calendar days of such meeting, and shall furnish a copy thereof to the grievant, principal, & Association.
- F. If the grievant is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within five (5) calendar days of such meeting (or ten (10) calendar 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) calendar days thereafter. A copy of such disposition shall be furnished to the Superintendent, principal & grievant.
- G. If the grievant 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 within five calendar days from the notification date that arbitration will be pursued, 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 grievant 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.
- H. The fees and expenses of the arbitrator shall be the burden of the party that loses the judgment.

I. 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 advantages, the same or its equivalent in money shall be paid to him.

J. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event 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.

K. Notwithstanding the expiration of this Agreement, any claims or grievance existing thereunder may be processed through the grievance procedure until resolution.

ARTICLE XXIV

Negotiation Procedure

- 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 ofr 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 which is prior to the expiration of this Agreement, upon request of either party, negotiations will be undertaken for an agreement covering the 1971-1972 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 pro parties.

ARTICLE XXV

Miscellaneous Provisions

- A. When, in the judgement 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, here-to-fore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract thereafter 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. 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.
- E. Copies of this Agreement shall be printed at equal expense of the Board and the Association and presented to all teachers and administration now employed, hereafter employed, or considered for employment by the Board.

Proposal 10

ARTICLE XVII

SCHEDULE A

School Calendar

1971 - 1972

Teachers Report for duty.....	August 30
Classes Commence (½ day a.m. only).....	August 31
Labor Day.....	September 6
*Parent-Teacher Conferences.....	November 3
Commence Thanksgiving Recess.....	November 25
Classes Resume.....	November 29
Commence Christmas Recess.....	December 18
Classes Resume.....	January 3
*Parent-Teacher Conferences.....	March 29
Commence Easter Recess.....	March 31
Classes Resume.....	April 10
Memorial Day.....	May 29
Classes Dismissed for Summer.....	June 8
Teachers Released for Summer (½ day a.m. only).....	June 9
Report Cards picked up.....	starting June 12

Membership days 180

Working days 184

*By mutual agreement by faculty and administration may be changed to meet the needs of the building.

Proposal 11

ARTICLE XVIII - Schedule B

SCHEDULE B

Salary Schedule

<u>STEP</u>	<u>BA</u>	<u>BA & 15</u>	<u>MA</u>	<u>MA & 30</u>
1	\$ 7,800	\$ 8,170	\$ 8,540	\$ 8,910
2	8,170	8,540	8,910	9,280
3	8,540	8,910	9,280	9,650
4	8,910	9,280	9,650	10,020
5	9,280	9,650	10,020	10,390
6	9,650	10,020	10,390	10,760
7	10,020	10,390	10,760	11,130
8	10,390	10,760	11,130	11,500
9	10,760	11,130	11,500	11,870
10	11,130	11,500	11,870	12,240

SCHEDULE B-1

Extra-Pay for Extra-Duty

The % figures represent the percentage of the B.A. base salary.

Position:

Athletic Director		School Plays (2)	6
Sr. High	10	Student Paper	
Jr. High	3	Sr. High	2
Football		Jr. High	2
Head Coach	10	Homemaking Club	
Ass't Coach	6	Jr. High	1
J.V. Coach	5	7th Grade Camp Director	2
Basketball		Math Club	
Sr. High Head Coach	10	Jr. High	1
J.V. Coach	6	Science Club	
Freshman	4	Sr. High	1
Junior High Coach	6	Jr. High	1
Track		Varsity Club	1
Sr. High	7	Modern Dance Club	1
Baseball		Sr. High Band	5
Head Coach	7	Jr. High Band	2
J.V. Coach	4	Annual	
Cross Country		Sr. High	2
Sr. High	5	Jr. High	2
Golf			
Sr. High	4		
Wrestling			
Sr. High	7		
Girls' Basketball	3		
Girls' Softball & Volleyball	3		
Cheerleading			
Sr. High	4		
Jr. High	3		
Intramural Director			
Jr. High Boys'	3		
Jr. High Girls'	3		
Student Council Advisor			
Sr. High	4		
Jr. High	3		
Senior High Class Advisors			
Sr.	2		
Jr.	2		
So.	1		
Fresh	1		

ARTICLE XXVI

Agency Shop

A. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties shall, as a condition of employment, pay as a Representation Benefit Fee to the Association an amount equal to the Professional Dues of the Association. In the event that a teacher shall not pay such Representation Benefit Fee directly to the Association or Authorize payment through payroll deductions, as provided for members, the Board shall cause the termination of employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

B. The procedure in all cases of discharge for violation of this Article shall be as follows:

1. The Association shall notify the teacher of noncompliance by certified mail, return receipt requested. Said notice shall detail the non compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge will be filed with the Board in the event compliance is not effected.
2. If the teacher fails to comply, the Association may file charges in writing, with the Board, and shall request termination of the teacher's employment. A copy of the notice of non compliance and proof of service shall be attached to said charges.
3. The Board, only upon receipt of said charges and request for termination, shall conduct a hearing on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Tenure of Teachers Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in the processing of charge agrees not to discriminate between various persons who may have refused to pay the Professional Dues and/or Representation Benefit Fee.

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

D. 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 the section or the defense which may be assessed against the Board by an 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 with the litiges made against the Board under this section.

5. Any court judgement is included in the indemnification.

E. Teachers exempt from the Agency Shop fee include those who are within five years of retirement and have never been a member of the Michigan Education Association.

ARTICLE XXVII

Duration of Agreement

This Agreement shall be effective as of September 1, 1971, and shall continue in effect until the 31st day of August, 1972. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

BY: _____
President

BY: _____
Secretary

BY: _____
Chairman, Negotiator

BY: _____
Negotiator

BY: _____
Negotiator

BOARD OF EDUCATION

BY: _____
President

BY: _____
Secretary

BY: _____
Treasurer

BY: _____
Vice President & Trustee

BY: _____
Trustee

BY: _____
Trustee

BY: _____
Trustee

Dated this _____ day of _____
A.D., 1971.