

PN Div. Deerfield  
6/30/70

1969-70

Deerfield Board of Education

DEERFIELD  
MASTER CONTRACT

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DEERFIELD EDUCATION ASSOCIATION

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PROFESSIONAL NEGOTIATIONS  
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ARTICLE I

Recognition

A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all certificated personnel whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, excluding: Superintendent, Principals, Assistant Principals, 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 the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

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

## ARTICLE II

### Association and Teacher Rights

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every certified employee of the Board shall have the right to freely organize, join and support the Association as authorized by law for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by 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 of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement.
- 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. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings or the transaction of official Association business with approval of the building principal.
- D. 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, when such equipment is not otherwise in use. The Association shall pay for the total cost of all materials and supplies incident to such use. The above-mentioned equipment shall not be removed from school building.
- E. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the teacher mail boxes for communications to teachers. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises.
- F. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as is public information and will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, with the exception of the personnel file.
- G. The Board will seek recommendations from the Association on new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration. Their recommendations will be sought prior to their adoption and/or general publication.

## ARTICLE III

### Board Rights

"The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all power, 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, including, but without limiting the generality of the foregoing, the right:

- (1) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
- (2) To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees.
- (3) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
- (4) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
- (5) To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and nonteaching activities and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment 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."

ARTICLE IV

Deductions for Professional Dues

A. Teachers may at any time sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the National Education Association and the Michigan Education Association). Such authorization shall continue in effect unless subsequent to June 1st and prior to September 15th of any year, such authorization is formally revoked by the teacher in writing and copies thereof are delivered to the Association and the Board.

B. The deduction of membership dues shall be made from one regular paycheck each month, for ten (10) months, beginning in September and ending in June of each year and the Board agrees promptly to remit to the respective Associations all monies so deducted, accompanied by a list of teachers from whom the deductions have been made.

## ARTICLE V

### Teaching Hours and Class Load

- A. The teacher's daily required time in the building shall not be less than seven (7) hours nor more than seven hours and thirty minutes (7:30) including a lunch period of not less than thirty (30) minutes. (For exceptions see E below.)
- B. The normal weekly teaching load shall include one preparation period and one assigned non-teaching period per day. An assignment beyond the normal five (5) periods would be compensated for at the following rate. For a preparation period, when also assigned to a non-preparation class, an amount equal to the base pay divided by the total number of periods will be given. For a non-teaching period, when the teacher retains her preparation period, an amount equal to one-half ( $\frac{1}{2}$ ) of the base pay divided by the total number of periods to be given.
- C. All teachers shall be entitled to a duty-free, uninterrupted lunch period of at least thirty (30) minutes.
- D. Elementary teachers will rotate recess duty whereby each teacher will have one duty-free (20 minutes) recess duty. Elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists except when part-time teachers are used.
- E. Daily preparation for effective teaching, correcting examination papers, themes, attending faculty meetings and similar activities require many hours of application outside the classroom and add to the professional responsibilities of the teacher. In addition, demands are made for attendance at staff conferences, parent-teacher conferences, PTA meetings, and the like, which demands can readily become excessive. It is accordingly agreed that such extra-curricular activities shall be kept at a minimum.
- F. A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, shall be released from regular duties without loss of salary.
- G. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates of their major or minor field of study. Should a teacher be assigned to a class which is outside his area of competency, the Board shall make no reference in writing as to the teacher's competence in the area nor consider such competency when determining probationary, tenure, or promotional status.
- H. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals as soon as practicable and when possible prior to June 1. Such changes will be voluntary to the extent possible.

ARTICLE VI  
Teaching Conditions

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher 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 at 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 effective educational program, the parties agree that class size should be reasonable and should not exceed the following maxima, within the limitations of available personnel, facilities, and funds: (1) For the high school, thirty (30) to thirty-five (35) students per academic class; (2) for the junior high school and elementary schools, twenty-five (25) to thirty (30) students per academic class; (3) for other specialized classes, that recommended by the State of Michigan. Experimental class situations may exceed the above limitations by mutual agreement of the parties. In no event shall the number of students in a class exceed the number of student stations available. Any class loads not herein described shall be regulated in accordance with sound educational practice. Where maximum standards within a particular building and grade level must be exceeded, students will be equally distributed among the teachers assigned to that grade level.

B. In the event that essay or lengthy examinations of a written nature are required by the Board, the teacher shall be given a minimum of one-half day in which to grade such examinations if such examinations are required at the end of semesters.

C. In addition to the above-mentioned time, each teacher shall be given at least one full day prior to the distribution of report cards at the end of each semester in order to average and enter grades on the report cards. This day shall not be a Saturday, Sunday or holiday.

D. The Board shall make available one room in each school for adequate lunchroom, restroom and lavatory facilities exclusively for teacher use and such room, appropriately furnished, shall be reserved for use as a faculty lounge in which smoking shall be permitted. Appropriate vending machines for beverages, etc., shall be allowed in said room at no expense to the Board.

E. Telephone facilities shall be made available to teachers for their reasonable use at no expense to the Board.

F. Adequate parking facilities shall be made available to teachers for their exclusive use. In the event the parking area is not paved, teachers shall be allowed to enter the building at the nearest entrance to the building. All parking shall be on school grounds.

G. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, unless it reflects on his teaching ability or becomes detrimental to the educational goals or his relationship to his students, or personal conduct which adversely reflects upon the school system or the community.

H. It is agreed that visits to other schools to view their programs, and that attendance at conferences and workshops is all very important to the on-going training and re-training of teachers. It is also agreed that teachers should be allowed to attend such programs, conferences, etc., and be allowed time off. Permission for attendance at such meetings is to be requested from the superintendent in advance (one week) and if permission to attend such meetings is granted, the board of education will furnish a substitute teacher, will pay a part of the expenses (the amount to be determined by the superintendent.)



ARTICLE VII

Qualifications and Assignments

A. No teacher shall be hired that does not hold a teaching certificate unless such teacher is not available. In that case, a specially certified candidate may be hired but cannot advance above the minimum on the regular certified teacher salary schedule. The Board shall notify the Association of all teachers employed with a special certificate.

B. 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 qualified teachers regularly employed in the district.

## ARTICLE VIII

### Vacancies, Promotions and Transfers

A. The Board declares its support of a policy of filling vacancies from within its own teaching staff. Whenever a vacancy arises or is anticipated, the superintendent shall notify the Association in writing and no person shall be hired for a period of 3 days following notification. 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.

B. 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 and the association of such transfer.

C. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

ARTICLE IX

Sick Leave Pay

A. A beginning teacher shall be entitled to ten (10) days sick leave for the ensuing school year immediately upon signing his contract, but payable only upon commencing his assigned duties to which said contract applies. Only a maximum of five (5) days may be used the first ninety (90) days of the school year. In the case of illness for a period of time greater than five (5) days, the teacher's pay will be reduced for each day over the allotted days. However, as extra sick days are earned later in the year, the teacher will be paid for the days he/she had pay deducted up to the limit of ten (10) days.

B. Each teacher shall be entitled to an accumulation of the unused portion of each year's ten (10) days sick leave which shall be available in future years. Provided, however, such sick leave may not accumulate beyond ninety (90) days, including the current school year.

C. If any employee exceeds his allowable days of sick leave, his contractual salary shall be reduced by 1/190 for each day.

D. Accumulated sick leave is forfeited when a teacher leaves the school system for teaching duties at another school system, and re-employment by the Deerfield Public Schools shall not reinstate such forfeited accumulation of sick leave.

E. Absence due to injury incurred in the course of the teacher's employment shall be charged against the teacher's sick leave days at the rate of  $\frac{1}{2}$ -day per day, provided that the board shall pay to such teacher one-half of his daily wages for the duration of the injury or for the duration of the available sick leave, whichever is the lesser.

F. Each teacher with prior accumulated sick leave, under contract, is entitled to all his previously accumulated sick leave, although he is not able to report for duty on the first day. However, if the teacher is unable to report for duty for the duration of his contract due to permanent sickness or injury, he will be entitled only to his accumulated sick leave, but not to sick leave which would have been earned for the current year.

G. Maternity leave is not to be deductible as sick leave.

ARTICLE X

Leaves of Absence

A. Any tenure teacher whose personal illness extends beyond the period compensated under Article IX shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness, but not to exceed one (1) year for less than four years of service or two (2) years for four (4) or more years of service.

B. Leaves of absence with pay chargeable against the teacher's allowance for sick leave shall be granted for the following reasons:

- (1) A maximum of five (5) days per school year for critical illness in the immediate family as defined in C(1) of this Article.
- (2) One day when emergency illness in the family requires a teacher to make arrangements for necessary medical or nursing care.
- (3) One (1) day shall be granted for personal business, as described in Article XI after the personal business day in Article XI has been used.
- (4) Time necessary for attendance at the funeral service of a person whose relationship to the teacher warrants such attendance. The number of days allowed, over one, is to be determined by the superintendent.

C. Leaves of absence with pay not chargeable against the teacher's sick leave allowance shall be granted for the following reasons:

- (1) A maximum of three (3) days per school year for a death in the immediate family. "Immediate family" has been interpreted to include father, mother, brother, sister, husband, wife, child, parent-in-law, or any other member of the family or household who has clearly stood in the same relationship with the employee.
- (2) Time necessary to take the selective service physical examination if taken locally.
- (3) Any teacher called for jury duty or to give testimony 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.

D. Leaves of absence without pay may be granted upon application for the following purposes.

1. Study related to the teacher's license field.
2. Study to meet eligibility requirements for a license other than that held by the teacher.
3. Study, research, or special teaching assignment involving probable advantage to the school system when not required by the school system.

In such event a year of approved service shall be applied toward immediate future employment.

E. Teachers who are officers of the Association or are appointed to its staff may, upon proper application, be given leave of absence without pay for the purpose of performing duties for the Association. Teachers given leave of absence without pay shall receive credit toward the annual salary increment on the schedule appropriate to their rank.

F. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the Armed Forces of the United States. A teacher who re-enlists shall not be considered under the provisions of this article.

Teachers on military leave shall be given the benefit of any increment and sick leave allowances which would have been credited to them had they remained in active service to the school system.

ARTICLE XI

Personal Business

A. At the beginning of every school year, each teacher shall be credited with one (1) day 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 day in advance, except in cases of emergency. A teacher shall not be required to give any explanation for a personal business day unless he desires to do so. Such days shall not be available the immediate day preceding or following a vacation, unless an emergency occurs, and such days shall not accumulate from one year to the next.

## ARTICLE XIII

### Teacher Evaluation

- A. Continuous evaluation of effectiveness is required for professionals. Emphasis should be placed upon the cooperative efforts of teachers and administrators directed toward teaching growth. Therefore, the following criteria was formulated jointly by the staff and administration and are made a part of this contract.
- B. For the purpose of effective evaluation, it is suggested that the evaluator note particular points of observation during his visit; and, in conjunction with the formal evaluation form, be used as a basis for judgement of the particular teacher's performance.
- C. Conferences with the teacher and the evaluator should take place on the same day of the observation, if possible; but no later than two days after the observation.
- D. In addition to the enclosed suggested evaluation (page 27) criteria, it is recommended that consideration should be given to attempts for professional growth through such activities as participation in professional organizations, further education, community and school service, travel and/or any activity which would improve the quality of teaching.
- E. Each teacher on probation should receive a minimum of four visits per year unless specific problems develop requiring further visits.
- F. For each teacher on probation, a recommendation of one announced visit, one visit by invitation, and two unannounced is suggested.
- G. The principal shall submit to the superintendent a rating on each probationary teacher at the end of each semester. The rating must be discussed with the teacher and signed by him.
- H. At least sixty (60) days before the close of each school year, the controlling board (superintendent) shall provide the probationary teacher with a definite written statement as to whether or not his work has been satisfactory, provided that failure to submit a written statement shall be considered as conclusive evidence that the teacher's work is satisfactory.
- I. Before the superintendent presents any written report to the board of education recommending dismissal of a probationary teacher, the teacher shall be given the opportunity to discuss the reasons for dismissal with the principal and superintendent.
- J. Any probationary teacher shall be notified at least sixty (60) days before the close of the school year that his services will be discontinued. In the event a probationary teacher is not continued in employment, the board will advise the teacher of the reasons therefore in writing with a copy to the association and provide for a hearing where requested. Refusal to offer a contract shall be grounds for grievance. In any grievance or tenure proceeding, all evaluations and responses thereto shall be admissible.
- K. Each teacher on tenure should receive a minimum of two visits per year unless specific problems develop requiring further visits. **A recommendation of one visit by invitation, and one unannounced, is suggested.**

ARTICLE XIII

Professional ehavior

- A. 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.
- B. 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 and, in appropriate cases, may institute proceedings against offending teacher.
- C. A teacher shall be entitled to a follow-up meeting with the administration after being disciplined, reprimanded, warned if he/she so desires an Association representative present. If a second meeting is requested, no action shall be taken until after said meeting.
- 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, including adverse evaluation of teacher performance asserted by the Board or representative thereof shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher.



ARTICLE XIV

Reduction in Personnel and Annexations  
and Consolidations of Districts

- A. To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined.
- B. In the event this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated district.
- C. Should substantial and unforeseen changes in student population or other conditions make necessary a general reduction in the number of teachers employed by the Board, the Board will retain, as nearly as possible, those teachers with permanent teaching certificates having the longest service in the district. The Association and Board will further use their best efforts to assist all teachers terminated for lack of work to secure employment in adjacent school districts upon terms and conditions as nearly comparable as possible. Nothing herein shall relieve the Board from fulfilling the terms of any contract with a teacher.

ARTICLE XV

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 any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

ARTICLE XVI

School Calendar

A. The following legal holidays shall be observed and school closed.

Christmas: Beginning the end of the 3rd calendar day prior to Christmas and ending the first school day following January 1, unless said day be a Friday; Easter: Good Friday ending at noon plus 5 working days; Memorial Day; Labor Day; Thanksgiving Day and the Friday immediately following.

ARTICLE XVII

Professional Compensation

A. The salaries of teachers covered by this agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect for one year, provided, however, that upon written notice to the other party at least sixty (60) days prior to the first day of May of every year of this Agreement, either party may request the reopening of negotiation of such salary schedule.

B. It shall be considered a violation of this contract for the Board to employ a teacher at a salary higher or lower than that which is specifically stated for said teacher's level of experience, and/or preparation.

C. The salary schedule is based upon a normal weekly teaching load not to exceed 5 days per week nor 190 days per year. Activities such as PTA, parent-teacher conferences, and teacher meetings shall be considered a part of the regular teaching load. The Administration may call up to two (2) faculty meetings and one (1) in-service meeting per month. More meetings may be called after consultation and with agreement of the Association. Faculty and in-service meetings shall be adjourned by 5:00 P.M.

## ARTICLE XVIII

### 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 warden or custodian for emotionally disturbed students nor to be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of counselors, 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 taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems 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 a class on a temporary basis, 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 and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- E. If any teacher is complained against or sued by reason of proper disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense. The provisions of this paragraph shall in no way be deemed as assumption of any legal responsibility for liability arising from willful, intentional, and wrongful act as determined by proper court of law of a teacher for which the Board shall respond in damages.

F. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher. This shall not apply to any disciplinary action ruled improper through court of law or mutual settlement against the teacher.

G. The Board will reimburse teachers for any malicious loss, damage or destruction of clothing or personal property of the teacher while on duty in school or on the school premises if not reimbursable otherwise.

H. 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 until such matter is reported in writing to the teacher concerned and said teacher shall be given an opportunity to meet before the board. The teacher shall be given two (2) school days' notice. If any question of breach of professional ethics is involved, the Association shall be notified.

## ARTICLE XIX

### 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. However, if an 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.
- 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. 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 effort to resolve the grievance. The principal or supervisor shall indicate his disposition of the grievance in writing within three school days of such meeting, and shall furnish a copy thereof to the Association.
- D. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within three school days of such meeting (or six school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the superintendent. Within five 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 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 school days of such meeting (or 8 school days from the date of filing with the superintendent, 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 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 no later than seven days thereafter.

F. 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.

G. 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.

H. 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 XX

### Negotiation Procedures

A. 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 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 accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. A reasonable time prior to expiration of this Agreement, upon request of either party, negotiations will be undertaken for an agreement covering the 1969-70 school year.

C. While no final agreement shall be executed without ratification by the Association and Board of Education, 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 negotiations.

## ARTICLE XXI

### Miscellaneous Provisions

- A. In the event a substitute teacher is not available and it is necessary to use a regular staff member as a teacher, the teacher shall be paid an amount equal that paid a substitute teacher for each class the teacher substitutes based on per class rate. In the event of an emergency arising during the course of the day, a teacher may substitute on a voluntary basis with no reimbursement if he is asked and agrees to do so.
- B. No polygraph or lie detector device shall be used in any investigation of any teacher.
- C. The Association shall deal with ethical problems arising under the Code of Ethics of the Educational Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.
- D. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- E. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- F. If any provision of this Agreement or any application of the Agreement, or any part of any provision or application of the Agreement shall be found contrary to law, then such provision or application, or part of such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications or remainder of any provision or application shall continue in full force and effect.
- G. Each new teacher will present evidence that he has been examined by a licensed physician to determine if he is free from any ailment, disease or defect that would prevent him from performing his duties. The Board reserves the right to request that a teacher have a specified physical exam and will pay the charge(s) made for such examination. The teacher is to be examined by a doctor specified by the Board.

## I. SALARY SCHEDULE

Experience Level	B.A.	B.A. + 15	M. A.
0	6700	7000	7300
1	6930	7230	7530
2	7160	7460	7760
3	7390	7690	7990
4	7620	7920	8220
5	7850	8150	8450
6	8080	8380	8680
7	8310	8610	8910
8	8540	8840	9140
9	8770	9070	9370
10		9300	9600
11			9830

## II. PLACEMENT GUIDELINES

The following statements define teacher placement on the salary schedule.

- A. Full credit shall be granted for experience earned in other schools.
- B. Each year of military experience, up to three (3) years, shall be counted as one year of teaching experience.
- C. The Board shall pay an amount equal to \$10 per month toward a health or income insurance program if handled through the school accounts.
- D. Teachers will successfully complete three (3) semester hours or the equivalency thereof every three years until successfully completing his/her master's degree in order to qualify for the regular increments or pay raise. \*
- E. Salary adjustments for change in classification of degree level shall be made twice a year and shall be in effect as of the beginning of either semester.
- F. Teachers transferring from one degree group to another shall receive the yearly increment in addition to the increase for additional training, provided that the work completed is recorded in the office of the superintendent not later than thirty (30) days after the start of the local semester.
- G. Substitute teachers shall be paid at the rate of \$22.50 per day. If the substitution is of a continuous nature for the same teacher, the rate shall be increased to \$25 after three (3) consecutive days.

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\* (Salary to remain as previous year.) The first three years of this Agreement will be up at the end of the 1969-70 school year.

III. EXTRA-CURRICULAR COMPENSATION

Senior class advisor .....	\$100*
Junior class advisor .....	100*
Sophomore advisor .....	50*
Freshman class advisor .....	50*
Cheerleading advisor .....	100
Play director .....	100
Yearbook advisor (if extra-curricular) .....	150
Bus chaperone .....	5

\*These amounts to be divided by the assigned advisors.

\* \* \*

Placement of individuals on the first or second step in the following areas shall be the responsibility of the Superintendent, Principal and Athletic Director for athletic positions.

Head Football Step 1     \$400 Step 2     500 Step 3     600	Assistant Football Step 1     \$250 Step 2     300 Step 3     350
Head Basketball Step 1 ——— \$400 Step 2 ——— 500 Step 3 ——— 600	Assistant Basketball Step 1 ——— \$250 Step 2 ——— 300 Step 3 ——— 350
Junior high basketball ..... \$250 Track ..... 350 Baseball ..... 350 G. A. A. .... 450 Band ..... 450	

TEACHER EVALUATION REPORT

Five major areas of evaluation are suggested as guidelines to be considered in making the formal teacher evaluation. These areas are:

1. GENERAL ROUTINE (condition of room, neatness, classroom efficiency, pupil control and discipline, etc.)
2. LESSON PREPARATION (mastery of subject, organization of materials, consistency of preparation, etc.)
3. TEACHING PROCEDURE (skill in procedure, ability to create and utilize, holding pupils' attention, clarity and effectiveness of illustrative material, giving test, etc.)
4. PERSONAL ATTITUDES (appearance, classroom personality, physical fitness and vigor, voice, English usage, sense of humor, poise-self control, etc.)
5. PROFESSIONAL ATTITUDES (enthusiasm for teaching, loyalty and cooperation, dependability, maturity and judgement, originality and initiative, tactfulness and courtesy, persistency of efforts, respect and admiration from pupils, acceptance by other teachers, handling routine work and reports, etc.)

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Type evaluation below and back.

I have seen this report and have discussed it with my administrator.

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Date

(Signed)

GRIEVANCE SUBMISSION FORM

Date \_\_\_\_\_

Directed to \_\_\_\_\_

Name (of grievant) \_\_\_\_\_

The above-named hereby wishes to file a grievance pertaining  
to the following. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Give reference to article violation; suggested possible solution.)

\_\_\_\_\_  
Signature of grievant

MEETING OF GRIEVANT & PRINCIPAL

Date \_\_\_\_\_

Solution agreed upon. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ No solution agreed upon.

\_\_\_\_\_  
Grievant Principal

July 1, 67 - 30 June 68  
July 1, 68 - 30 June 69  
July 1, 69 - 30 June 70

MEMORANDUM FOR THE DIRECTOR

Directed to \_\_\_\_\_  
Name (or initials) \_\_\_\_\_

The above-named party is a \_\_\_\_\_  
to the following: \_\_\_\_\_

(This reference to article violation; suggested possible solution.)

Number of violation \_\_\_\_\_

DATE OF VIOLATION & REMEDY

Date \_\_\_\_\_

Location of violation \_\_\_\_\_

to which an appeal was \_\_\_\_\_

Reviewed \_\_\_\_\_

Reviewed \_\_\_\_\_

ARTICLE XXII

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1969, and shall continue in effect until the 30th day of June, 1970. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

By *Rita Wimpfheimer*  
Its Chairman of  
Negotiating Committee

By *John W. Tennant*  
Its President

By *John E. Folk*  
Negotiating Committee

By *Benja Filbille*  
Its Secretary

By *Eileen McCollum*  
Negotiating Committee

By *William Saunders*  
Member

By \_\_\_\_\_  
Negotiating Committee

By *Rollin Zilke*  
Member

By \_\_\_\_\_  
Negotiating Committee

By *Oliver Mueller*  
Member

By \_\_\_\_\_  
Negotiating Committee

By *Fred Friedman*  
Member

By \_\_\_\_\_  
Negotiating Committee

By *Gomar DeCoker*  
Member

Dated this 26th day of August, 1969