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Deerfield

Deerfield Public Schools

MASTER CONTRACT

Deerfield Board of Education

Deerfield Education Association

1972-73

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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 to 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 thereof 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.

C. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.

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. If a member of the Association is required to participate in negotiations or to take part in a grievance hearing, he shall be released from his regular duties without loss of pay.
- 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. All teachers shall be given written notice of their tentative assignments for the following year before June 1 and will be notified and conferred with promptly of any change in assignments. If an assignment change is not satisfactory, the teacher concerned will have fourteen (14) calendar days after the date of notification in which to resign in good standing.

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-five (35) to forty (40) students per academic class; (2) for the junior high school, thirty-five (35) students per academic class; (3) for the elementary school, thirty (30) students. If the amounts stated are exceeded, the following plan should be used: High school, a new section to be formed; Junior high school, the grade is to be split; Elementary school, an aide is to be assigned at the ratio of one half day for every five over the maximum; (4) 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 equilly 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.

Article VI, Continued
Teaching Conditions

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 Schedule B, and summer school courses, shall not be obligatory but shall be with the consent of the teacher. Primary consideration in making such assignments will be given to qualified teachers regularly employed in the district.

ARTICLE VIII

Vacancies, Promotions and Transfers

A. Whenever a vacancy arises or is anticipated including administrative and supervisory positions, the Board of Education will give primary consideration to any applicant presently on the staff. The superintendent shall notify the Association in writing and no person shall be hired for a period of three (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 after school officials begins 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 shall 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 1/185 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. For an absence due to an injury incurred in the course of the teacher's employment, the teacher shall be reimbursed for salary lost by the following:

1. For an absence of less than seven (7) days he shall be given full pay per day but will be charged at a rate of one-half (1/2) day per day against sick leave for each day of absence.
2. For an absence of seven (7) or more days he shall be covered by workmen's compensation with no loss of sick leave.

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. The Superintendent will have the right to contact the family physician to determine whether or not the illness was considered to be critical.
 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. The day is to be approved by the Superintendent beforehand and the reason for such leave is to be made known at the time of the request.
 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 as a witness (subpoenaed 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 to a limit of thirty (30) days.
- D. Leave of Absence
1. Maternity Leave. Each teacher who becomes pregnant shall be granted a leave without salary schedule credit for a period not to exceed one (1) year subject to renewal at the discretion of the Board for an additional period of one (1) year. Upon the expiration of the leave granted, the teacher shall be entitled to return to the first job vacancy available for which she is qualified. In addition, the following requirements shall apply to all teachers who become pregnant:

Article X, Continued.

Maternity Leave-

- (1) The teacher will notify her building principal by the end of the fourth month of her pregnancy.
- (2) Each such teacher shall be permitted to continue her employment as long as she can adequately perform the duties to which she is regularly assigned as determined by a doctor (obstetrician) selected by the Board of Education.
- (3) The Board of Education can require a physical exam, performed by a doctor selected by the Board of Education, before re-instating the teacher.
- (4) The Board of Education will not be held liable for any complication to an employee occurring during a period of time in which a doctor has indicated the teacher should not be teaching.
- (5) If postnatal problems develop with the teacher, she may request an additional leave of not exceeding one (1) school year for this purpose.

2. Up to two years to any teacher who joins the Peace Corps, Job Corps, exchange teaching, or foreign and military teaching programs as a full-time participant in such program. Any period so served shall be treated as time taught for purpose of the salary schedule set forth in Article III of this Agreement.

3. Military leave to any regular employee who enlists or is conscripted into the defense forces of the United States for service or training. He shall be re-instated to his position, if available in this school system with full credit including the annual increment(s) under the salary schedule, upon written request supported by competent proof that said applicant is fully qualified to perform the said duties of said position. The application for reinstatement shall be made within a reasonable time after discharge or release from military service and not later than ninety (90) days from the date of said release or discharge, in accord with Military RE-employment Act.

4. Study related to the teacher's license field, with salary schedule credit.

5. Study, research of special teaching assignment involving probable advantage of the school system, with salary schedule credit.

6. Extended illness, without salary schedule credit and providing position for which he is qualified is available.

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.

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 XII

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. It is also recommended that if an evaluator finds a teacher lacking, the reason therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve and of assistance to be given by the administrator and other staff members.
- 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 (4) visits per year. A teacher new to the system shall be evaluated within the fifth or sixth week after the beginning of school. It shall be the duty of the evaluator to familiarize the new employee with the Teacher Evaluation Report mentioned above.
- 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 an evaluation of each probationary teacher at the end of each semester. The evaluation must be discussed with the teacher and signed by him.
- H. At least sixty 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 days before the close of the school year that his services will be discontinued.
- 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 Behavior

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. A copy of the Code is included in the appendix of this Contract.

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. The Association and Board will offer their assistance to all teachers terminated for lack of work to secure employment in adjacent school districts.

D. Layoff Procedures

In order to promote an orderly reduction in personnel when the educational program and curriculum is curtailed, the following procedure be used:

(1) Probationary employees will be laid off first where any teacher who has acquired any seniority and whose position has been curtailed is certified and qualified to perform the services of the probationary teacher.

(2) In the event seniority teachers must be laid off, layoff will be on the basis of seniority within classification.

(3) Recall. Seniority teachers shall be recalled in inverse order of layoff for new positions opening for which they are certified and qualified. The recall list shall be maintained by the Board for a period not to exceed two (2) years. Thereafter, a teacher shall lose his right to recall.

(4) The Board retains the right to determine the curriculum and what classes will be affected including those to be dropped.

ARTICLE XV

Continuity of Operations

A. Both parties recognize the desirability of continuous and interrupted 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:
Labor Day, Thanksgiving Day and the day after, Christmas Day,
New Years Day, Good Friday and Memorial Day.

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, without first obtaining agreement of both parties.
- C. The salary schedule is based upon a normal weekly teaching load not to exceed five (5) days per week nor 190 days per year. Activities such as PTA, partne-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 4:30 P.M.
- D. A minimum of ten (10) days per year shall be provided for use by individual Association members and other teachers for attendance at educational conferences. Prior approval of the superintendent required. The superintendent shall determine the rate of reimbursement for travel expenses. The Board agrees to provide substitute teachers for Association members and other teachers who have been granted approval to attend educational conferences.

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. 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 obligate the Board for any legal responsibility judged by a proper court of law to be caused by the wrongful act of the 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. **Binding Arbitration**
If the Association is not satisfied with the disposition of a grievance by the Board, the grievance may be submitted to arbitration before an impartial arbitrator, If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association. The arbitrator shall have the authority only to interpret the agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgement thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by both parties.
- 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 effort 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.

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. At a reasonable time prior to expiration of the Agreement, upon request of either party, negotiations will be undertaken for an agreement covering the next 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. In the event school shall be cancelled or suspended for reason(s) not permissible by the State Department of Education for membership count days, teachers shall make up the days missed without added compensation.
- 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.
- 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.
- H. Nothing in this article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by act of God. When the schools are closed to students due to the above conditions, teachers shall not be required to report for duty.

I. 1972-73 SALARY SCHEDULE

Experience Level	B.A.	B.A. + 15	M.A.
0	7750	8065	8380
1	8035	8350	8665
2	8320	8635	8950
3	8605	8920	9235
4	8890	9205	9520
5	9175	9490	9805
6	9460	9775	10,090
7	9745	10,060	10,375
8	10,030	10,345	10,660
9	10,315	10,630	10,945
10		10,915	11,230
11			11,515

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. This provision shall not be made retroactive.
- 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 a maximum of \$30 per month for a health insurance program for members of the bargaining unit who are not covered by their spouses's group health insurance. The health insurance program shall include hospitalization coverage, income protection and life insurance for the employee but shall exclude hospital supplement and life insurance for dependents. Employees eligible for this program shall be limited to those who qualify for health insurance. The insurance carrier shall be selected by the Board.

If an individual does not elect or qualify for the Board approved health insurance program, the Board will pay up to a maximum of \$15 per month for any combination of loss of time, life insurance for the employee, or long term disability program. This program excludes hospital supplement and life insurance for dependents.
- D. Teachers will successfully complete two (2) semester hours or the equivalent thereof every three years until successfully completing his/her master's degree in order to qualify for the regular increments or pay raise. Credit is to be approved in advance by the superintendent of schools.
- E. Salary adjustments for changes in classification of degree level shall be made twice a year and shall be in effect as of the beginning of each semester. One semester hour shall be equivalent to one (1) credit hour. One quarter hour shall be equivalent to two-thirds ($\frac{2}{3}$) of a credit hour.
- F. Teachers transferring from one degree group to another at the beginning of the year 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 by the first Monday in October. Teachers transferring from one degree group to another at the beginning of the second semester shall receive one-half ($\frac{1}{2}$) of the increase for additional training and shall remain at the same step on the salary schedule on which they were placed at the beginning of the school year, provided that the work completed is recorded in the Office of the Superintendent by the fourth Friday in February. An official transcript of credits shall be accepted as a record of graduate credits earned.

II. Placement Guidelines, Continued

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.

III. EXTRA-CURRICULAR COMPENSATION			
Annex head teacher	\$ 300	Cheerleading advisor	\$ 125
Elementary materials Co-ord.	100	Play director	125
Senior class advisor	125	Yearbook advisor (if extra curricular)	125
Junior class advisor	125	Newspaper (if extra-curricular)	125
Sophomore advisor	75	Bus chaperone	5
Freshman class advisor	75	Clubs, Active **	75
Eighth grade advisor	25	Clubs, Less Active **	25
Seventh grade advisor	25		
** Clubs-Less Active: 1. Must have a Constitution. 2. Meet at least once a month. 3. Have at least 2 major activities.			
** Clubs - Active: 1. Must have a Constitution. 2. Meet at least once a month. 3. Have at least 4 major activities.			

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 and Head Basketball		Ass't Basketball: Jr. Hi; 9th grade; JV Ass't Football: Jr. Hi; JV	
Step 1	\$ 600	Step 1	\$ 350
Step 2	700	Step 2	400
Step 3	800	Step 3	450
Girls' Head Basketball		Elementary Basketball	
Step 1	\$ 300	Step 1	\$ 75
Step 2	350	Step 2	100
Step 3	400	Step 3	125
Baseball & Track		Band	
Step 1	\$ 350	Step 1	\$ 500
Step 2	400	Step 2	550
Step 3	450	Step 3	600

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 co-operation, 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.)

Type evaluation below and back.

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

Signed

Date

The Michigan Teachers' Code of Ethics

I. Obligation to Pupils

The primary consideration of the educator should be the present and future welfare of the pupils placed in his charge. He should seek to prepare pupils to be socially and economically efficient in the home, school, and community, and to be personally happy as a member of society.

II. Obligation to the Public

The educator should consider himself in a position of public trust and should therefore conduct himself so that he increases respect for his profession and public education. Realizing his responsibility for leadership, the educator should be ready to counsel and confer with all who have an interest in education.

III. Obligation to the Profession

The educator should at all times maintain an attitude of constructive cooperation, guiding those under his direction, assisting his associates, and respecting the leadership of those charged with responsibility. By recognizing the dignity of the profession, he should help to maintain a high standard of loyalty and service.

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

Signature of Association Representative

MEETING OF GRIEVANT & PRINCIPAL

Date _____

Solution agreed upon. _____

_____ No solution agreed upon.

Signature of grievant

Signature of principal

ARTICLE XXII

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1972, and shall continue in effect until the 30th day of June, 1973. 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 Maureen Louwerens
Its Chairman
Negotiating Committee

By John W. Tennant
Its President

By Patricia De Salvo
Negotiating Committee

By Richard Gott
Its Secretary

By Elaine A. Lukasik
Negotiating Committee

By Francis Newell
Member

By Jolanne Moursen
Negotiating Committee

By Robert D. Dilem
Member

By Carol Ann Crankilton
Negotiating Committee

By Stanley Woods
Member

By _____
Negotiating Committee

By Marjory A. Tott
Member

By _____
Negotiating Committee

By Walter E. Witt
Member

Dated this 31st day of August, 1972.