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AGREEMENT

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1966 by and between the Board of Education of #31 Union School District of Dowagiac, Michigan, hereinafter called the "Board" and the Dowagiac Education Association, for and on behalf of itself and of the bargaining unit of the #31 Union School District of Dowagiac, hereinafter called the "DEA."

The Board and the DEA recognize and declare that the providing of a quality education for the children of the district is a mutual consideration, and

That to insure the best quality of education it is important for the parties to work, collectively and individually, to enhance teacher morale.

PURPOSE

In addition, intent and purpose of this agreement is to set forth in writing, those matters agreed upon between the parties.

In consideration of the following mutual covenants it is hereby agreed as follows:

BOARD OF EDUCATION

The DEA recognizes that the Board is charged with certain responsibilities which it must assume and discharge and which cannot be delegated. Any subject matters not determined by the contract shall be determined by the Board, as a matter of unilateral management right.

I. Recognition

- A. The Board hereby recognizes the DEA as the exclusive bargaining agent for its teachers, excluding supervisory, administrative, executive, principals, office, clerical, maintenance, cafeteria, custodial and transportation personnel.

Included in the DEA shall be all individuals eligible to become members of the DEA. This group includes:

All professional personnel - including personnel on tenure - on probation - classroom teachers - guidance counsellors - librarians - school psychologists - social workers - speech and hearing therapists - visiting teachers - advising or critic teachers - teachers of the housebound or hospitalized - attendance or truant officers - and such school nurses who desire membership in the DEA - employed or to be employed by the Board, whether or not assigned to a public school building. Principals who teach full time are not supervisors and are part of the bargaining unit.

Any following reference to male teachers shall include female teachers.

- B. Within thirty (30) days of the beginning of their employment, hereunder, teachers shall sign and deliver to the board, an assignment authorizing deductions of membership dues and a reasonable number of assessments of the DEA. Such sums shall be deducted as dues from the regular salaries of all teachers and shall be remitted monthly.

II. Organization

- A. The DEA and its members shall have the right to use school building facilities at all reasonable hours for meetings. No teacher shall be prevented from wearing insignia, pins or other

Dowagiac Union School District #31, Board of Ed.

MEA  
1216 Kendale  
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48823

identification of membership in the DEA, either on or off school premises. Specific and exclusive bulletin boards in teachers' lounges and other established media of communication shall be made available to the DEA and its members. These media shall be independent from other school communications and shall be subject to the approval of the superintendent.

- B. The DEA has the right to call regular meetings, if required, of its membership at 4:00 P.M. on the first Wednesday of each month of the school year. It is agreed that if called, such meetings shall take priority over any meetings to be called by the Board or its representatives for those same times, provided that such meetings shall not interfere with any normal school function.
- C. The Board agrees to furnish to the DEA in response to reasonable requests, from time to time, all available public information concerning the financial resources of the district. At the Board's discretion, tentative budgetary requirements and allocations and such other information, shall be furnished as will assist the DEA in developing intelligent, accurate, informed, and constructive programs on behalf of DEA members. This clause applies with equal force regarding information which may be required by the DEA to process any grievance.

### III. Professional Compensation

- A. The salary schedule is based upon the normal teaching load, as hereinafter defined (Art. IV). For required work over and above the normal teaching load the teacher shall be entitled to and shall receive appropriate additional professional compensation.
- B. The normal school year shall include one hundred eighty (180) days in session - one hundred eighty-five (185) days in membership - one hundred eighty-eight (188) days for returning teachers - one hundred eighty-nine (189) days for newly employed teachers. Any additional days required by the Board beyond the one hundred eighty (180) session days, shall be compensated by 1/180th of the teacher's base salary for each extra day. If the present accreditation and statutory requirements were changed in any way, the above number of days would change accordingly, without additional compensation, for the balance of that particular school year.
- C. The following permanent school calendar shall be in effect for the duration of this contract. This calendar may be changed at any time by mutual consent.

All schools shall open on the Wednesday following Labor Day. If that day is September 3rd, schools shall close on the Friday closest to June 5th. September 4th, June 6th - September 5th, June 7th - September 6th, June 8th - September 7th, June 9th - September 8th, June 10th - September 9th, June 11th.

Preschool Workshop for new teachers shall meet on the Friday before Labor Day. The entire staff shall meet on the Tuesday after Labor Day. Teachers shall not be required to report before these dates. They shall not be required to remain after the closing dates, provided that necessary work has been completed to the satisfaction of the building principal.

All schools shall close for the following days: At noon on the Wednesday preceding Thanksgiving Day, to remain closed until the following Monday - For one (1) day workshop on the last day of the first semester - all day Good Friday - during the mid-point of the second semester for one (1) week - on Memorial Day, unless it falls on a Sunday, in which case all schools will close for Memorial Day on Monday following.

The schools shall close for two (2) days for regional conference. Teachers shall attend these meetings unless prior permission not to do so has been granted by the superintendent.

Christmas season vacations shall be determined as follows: If Christmas comes on Sunday, schools shall close at the normal closing time on the preceding Thursday - if on Monday, Tuesday, or Wednesday, schools shall close on the preceding Friday at normal closing time - if on Thursday, schools shall close at normal closing time on the Monday preceding - if on Friday or Saturday, schools shall close on the preceding Tuesday, normal closing time.

Schools shall reopen as follows: if New Year's Day comes on Sunday, schools shall reopen January 3rd - if New Year's Day occurs on Monday, Tuesday or Wednesday, schools shall reopen on January 2nd - if New Year's Day is on Thursday, Friday, or Saturday, schools shall reopen the following Monday.

It is further understood and agreed that if the particular schedule, worked out on the above basis, adds up to more than the day-limits specified in Clause B above, additional time will be added to the Christmas vacation, or extra compensation will be paid to teachers as is indicated in Clause B of this Article.

High School Baccalaureate shall be scheduled for the last Sunday of the school year. High School Graduation Day shall be on the following Monday.

- X
- D. A teacher representative of the DEA engaged, during any regular school day in any grievance procedure, shall be released from his regular duties without loss of salary. Such paid time off shall not exceed two (2) days off per month for one (1) DEA representative at each building location.
  - E. Not more than two (2) teacher delegates, at one time, shall be released from their regular duties, without loss of salary for any one (1) conference of the MEA on a regional or state basis. Such time off shall not exceed five (5) delegate days per school year.
  - F. Teachers, excepting non-degree teachers, required by the Board to take additional credit hours to prepare for non-administrative positions available within the school system shall have the cost of tuition and books, paid for by the Board.
  - G. Both parties agree that some programs within the overall system require more time than is scheduled in the time limits provided in Clause B above. Among these programs but not wholly inclusive are Vocational Agriculture - Instrumental Music - Guidance - Library - Remedial Reading.

Teachers of such courses and program may have their teaching contracts extended for the number of days required to properly complete the activity as determined by the administration. Contract pay for these extra days shall be on the basis indicated in Clause B above. It is further agreed between the parties hereto that such individual contract-adjustments shall be for duties actually assigned. This clause shall not be used for the purpose of circumventing the salary schedules.

As these special-time contracts are prepared, the Board agrees to notify the DEA in writing of each special agreement, for the keeping of proper DEA records.

H. SALARY SCHEDULE

<u>Non-Degree</u>	<u>Year</u>	<u>Index</u>	<u>B.A. Degree</u>	<u>Index</u>	<u>M.A. Degree</u>
\$ 4,100.00	1st	100.0	\$ 5,300.00	106.0	\$ 5,618.00
4,200.00	2nd	103.5	5,485.50	109.5	5,803.50
4,300.00	3rd	107.0	5,671.00	113.0	5,989.00
4,400.00	4th	110.5	5,856.50	116.5	6,174.50
4,500.00	5th	114.0	6,042.00	120.0	6,360.00
4,600.00	6th	117.5	6,227.50	123.5	6,545.50
4,700.00	7th	121.0	6,413.00	127.0	6,731.00
4,800.00	8th	124.5	6,598.50	130.5	6,916.50
4,900.00	9th	128.0	6,784.00	134.0	7,102.00
5,000.00	10th	131.5	6,969.50	137.5	7,287.50
5,100.00	11th	135.0	7,155.00	141.0	7,473.00
5,200.00	12th	138.5	7,340.50	144.5	7,658.50
5,300.00	13th	142.0	7,526.00	148.0	7,844.00
5,400.00	14th	145.5	7,711.50	151.5	8,029.50
	15th			155.0	8,215.00
	16th			158.5	8,400.50

- I. Where the teacher has his M.A., in accordance with the above schedule-index, and where that teacher adds to that M.A. an additional ten (10) hours, his salary shall increase by an additional one hundred dollars (\$100.00). This shall apply to the second extra ten-hour credit, so that, for twenty (20) hours the teacher will have his salary increased by two hundred dollars (\$200.00).

The index for the teacher with his M.A. plus an additional thirty (30) hours shall be 112.0% the first year (\$5,936.00), continuing therefrom through the 16th year at the 3.5% increment each year.

Where the teacher has his M.A. plus forty (40) hours, he will receive an additional one hundred dollars (\$100.00 over the index for the M.A. plus 30 hours.

If the teacher has his M.A. plus fifty (50) hours, he will receive an extra yearly one hundred dollars (\$100.00) for the extra ten hours over the M.A. plus 40.

A teacher with a Doctorate shall start, first year index, at 118.0%. He shall have an increment each year on the 3.5% basis, which will result in 170.5% in the 16-year period.

J. SCHEDULE FOR REQUIRED WORK OVER AND ABOVE THE NORMAL TEACHING LOAD

<u>Occupation</u>	<u>Salary</u>	<u>Occupation</u>	<u>Salary</u>
Head coach - football	\$ 800.00	Head coach - Baseball	\$ 300.00
Ass't " "	600.00	Jr. High - "	200.00
" " "	600.00	Head - Wrestling	600.00
Head " - J.V.	500.00	Jr. High - Wrestling	300.00
Ass't. " "	400.00	Head - Tennis	300.00
Head " - Frosh	350.00	Jr. High "	200.00
Ass't. " - "	300.00	Golf	300.00
Head " - 7 & 8	200.00	Elementary Sports	300.00
8th Grade Coach	300.00	Audio Visual	150.00
7th Grade Coach	300.00	Newspaper Jr. High	200.00
Head Coach - Basketball	800.00	Newspaper Sr. High	300.00
J.V. " "	600.00	Ushers	150.00
9th Grade Coach "	300.00	F.H.A.	150.00
8th " " "	300.00	Plays (2)	300.00
7th " " "	300.00	Student Council (2)	150.00
Head Coach - Track	300.00	G.A.A.	150.00
Asst. " "	200.00	Cheerleading (2)	300.00
Head, Jr. High "	200.00	Music (2)	600.00
Asst. " " "	150.00	Wahoo	450.00
Cross Country	300.00	Intramural	600.00
F.F.A.	250.00	Science	150.00

Any other addition, administratively approved activity 150.00

K. Because of the special requirements inherent in the performance of their duties it is agreed that the following teachers shall be excepted from the salary schedule to the extent stipulated as follows:

Special Education	\$500.00 - 1 yr.
Speech Correctionist	\$500.00 - 1 yr.
Visiting Teacher	\$500.00 - 1 yr.
Remedial Reading	\$300.00 - 1 yr.

X L. Credit for experience outside the school system shall be evaluated by the Board. Credit shall be allowed the teacher whenever the prior service is deemed satisfactory up to and including ten (10) years.

M. Any teacher completing academic requirements for either an A.B. or an M.A. degree shall be placed on the appropriate salary schedule as of the start of the next semester.

X N. Board shall pay \$6.55 per calendar month per teacher to be applied toward insurance premiums. This payment shall be made to one (1) insurance company only.

X O. Board shall pay any retiring teacher who has been in the system fifteen (15) years or more and has reached the age of sixty-two (62) years, \$1,000.00 on date of retirement.

#### IV. Teaching Hours

- A. Teachers' normal teaching hours shall be as follows:

They shall be in their respective buildings no later than 8:00 A.M. They shall be at assigned places of duty not later than 8:10 a.m. They shall leave their buildings no earlier than 4:00 p.m.

Permission for exceptions to this time-schedule shall be obtained from the principal concerned, either on the day in question or on some previous day.

The Board will so far as possible set teaching schedules and make professional assignments which can be reasonably completed within a normal work week. The Board will not require teachers regularly to work in excess of such standard work week, within or outside of any school building.

- B. All teachers shall be entitled to a duty-free lunch period of not less than thirty (30) minutes, provided however, that present lunch periods for elementary teachers shall not decrease in length.

#### V. Teaching Loads and Assignments

- X A. The first year of this contract, the 1966-67 year, the classroom load of the English Department shall be limited to five (5) teaching periods per day. In each of the following two (2) years of this agreement, the Board and the DEA shall mutually select another department to be limited to the five (5) teaching period day. Other departments shall remain on the six (6) period day.

The normal weekly teaching load in the elementary schools will not be more than thirty (30) teaching hours.

No departure from these norms, except in the case of emergency shall be authorized unless prior consultation has resulted in DEA approval.

- B. 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 in grades K-6 or their major or minor field of study in grades 7 thru 12.

X The words "temporarily and for good cause" shall be mutually determined by the parties hereto, prior to any such activity by the Board, in each instance.

- C. Teachers who will be affected by a change either in grade assignments or building assignments in the elementary school grades, and by changes in subject assignments in the secondary school grades, will be notified by their principals of such impending changes. Such notices will be as soon as possible. All changes of this nature will be kept to a minimum.

Principals will consult with such teachers to obtain teachers' views in each instance. Such changes will be voluntary to the extent possible.

Every effort will be made to avoid reassigning probationary teachers unless the teacher requests such changes.

- X D. In the elementary schools the pupil teacher ratio shall be established at 30 to 1 for the 1966-67 year. For the 1967-68 year the ratio shall decrease one to a 29-1 ratio. For the 1968-69 year the ratio shall be reduced to 28-1.

In the event that the actual ratio shall exceed the above figures in each instance, extra compensation of three dollars (\$3.00) per extra student per month shall be paid to each teacher concerned.

The date for the establishment of the above ratios shall be December 15, of each year.

These ratios do not apply to: band - physical education - vocal music classes.

#### VI. Teaching Conditions

- A. The Board shall furnish without charge a maximum of one outfit per school year of suitable protective clothing to those teachers who are teaching in subject-areas where the hazard to clothing is above normal. Such areas include, Art Teachers, Vocational Teachers, Science Teachers, and physical Education Teachers. Such clothing shall be used only for school activity purposes.
- B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials constitute many of the important tools of the teaching profession.
- The parties will confer from time to time for the purpose of improving the selection and use of such educational tools.
- The Board will continue where practicable, to keep the schools reasonably equipped and maintained.
- C. To relieve teachers of non-teaching activities, including patrol and bus duty, the Board agrees to engage sufficient numbers of part or full-time aides in the schools, for such listed work.
- Such aides will also perform the mechanical work of inventorying supplies and equipment, duplicating teaching materials, and collecting moneys for milk and lunches.
- D. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.
- E. The Board shall make available in each school adequate lunch-room, restroom and lavatory facilities exclusively for teachers' use. At least one room, appropriately furnished, in each building, shall be established for use as a faculty lounge. Smoking shall be permitted there. Present facilities are acceptable.
- Any new buildings, or any additions to present buildings, shall include all of the facilities listed in paragraph one of Clause E above.
- F. Telephone facilities shall be made available to teachers for their reasonable use.
- G. Adequate parking facilities shall continue to be made available to teachers for their use. It is agreed present facilities are adequate.
- H. The Board will maintain its policy of not limiting teachers by any regulation which will prevent them from exercising their rights of citizenship by seeking public office or engaging in political activities, civic activities, religious activities or other activities of similar character or design.
- I. In accordance with present Board policies, the provisions of this agreement and the salaries, hours, terms and conditions of employment shall be applied without regard to race, color, creed, religion, national origin, age, sex, marital status or membership in or association with the activities of the DEA.
- J. No solicitation of funds for charitable or any other purposes, by outside organizations shall be conducted on school premises during school hours.

VII. Vacancies and Promotions

- A. When a professional position must be filled by the Board, including supervisory and executive level positions, but excluding the superintendency, that need will be publicized within the school system by notices posted on the bulletin boards of each school. A copy shall be given to the DEA.
- B. If any teacher desires to apply for that position he must do so, in writing, within ten (10) working days from the posting date. His application must be given to his principal, or such other administrative official as the notice might specify.
- C. The Board will give special consideration to qualifications of applicants employed in the system, as compared to applicants from outside the system. No Board decisions will be made until after the ten (10) day time period shall have passed. Each Board decision, to fill the position requirement, from within or outside the school district, shall be a matter of its judgment.

The word "service" is defined, for purposes of this agreement, to mean continuous employment in the school system, including substitute service, irrespective of tenure status, but shall exclude all periods when the teacher was on leave of absence for any cause.

VIII. Transfers

- A. Since frequent transfers of teachers from one school to another is disruptive of the educational process, and because it interferes with optimum teacher performance, the parties hereto agree that transfers of teachers are to be minimized or avoided, whenever possible.
- B. Request for building transfers shall be submitted to the Board's Representative in writing. The Board's Representative shall, after receipt of such written request from a teacher, make a decision and advise the teacher of it in writing within thirty (30) days of receipt of such written notice.
- C. Any teacher who shall be transferred to a supervisory or executive position, and who later returns to a teacher status shall be entitled to be reinstated to all rights he may have had under this agreement before he was transferred to such supervisory or executive position.



IX. Leave of Absence Compensation

- A. A teacher absent from duty because of personal illness, or any other approved reason, shall have an annual allowance of ten (10) days leave with full pay.
- B. Any unused sick leave will be allowed to accumulate to a maximum of ninety (90) days.
- C. When a teacher has exhausted his cumulative sick leave, he may borrow up to 10% of such accumulation providing he signs a promisory note to repay in either money or time, within twelve (12) calendar months.

X. Leaves of Absence

- A. When a teacher has a personal illness which extends beyond the time limit which is provided for in Article IX, he shall be granted a leave of absence without pay for such additional time as is required for complete recovery from such illness. Upon return from a sickness leave, a teacher shall be assigned to his same position, if available, or a substantially equivalent position.

A teacher may take leaves of absence for the indicated number of days for the following reasons. Such leaves shall be charged against the teacher's sick leave allowance.

1. For a critical illness in immediate family, maximum of five (5) days.
2. Need to make emergency arrangements for sudden illness in immediate family, one (1) day.
3. Ceremony or function where teacher is awarded degree or some honor, up to one (1) day.
4. Attendance at graduation exercise of husband, wife, son, daughter, one (1) day. Extra time only by special arrangement.
5. Conduct of personal affairs not able to be handled during after-school hours, such time as is required, by prearrangement.
6. Funeral services of close relationship, such time as is required, by prearrangement.
7. Death in the immediate family, maximum of ten (10) days.
8. Serving on a jury, necessary time required.
9. Witness in court case relating to his employment, or other school activity, or when subpoenaed for other legal proceeding, necessary time required.
10. Taking Selective Service physical examinations, necessary time required.

These ten (10) categories of leaves shall all be taken with full pay.

- B. Leaves of absence, without pay, shall be granted for the following purposes, upon application:
  1. Study related to 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 which will result in probably advantages to the school system.
4. To campaign for, or to serve in, public office, for a period not to exceed two (2) years.
5. When elected to office, or appointed to serve on the staff, of the Association, for the duration of that service.
6. To join the Peace Corps or Vista as a full-time participant of such program. Maximum of two (2) years.

In each of these above-listed instances, teachers shall receive all increments, with the exception of item #4 above, just as if they were actively carrying on their duties with the school system.

- C. A maternity leave shall be granted without pay. It shall start not later than the end of the sixth month of pregnancy. The single exception is that if that time limit comes within one school month of the end of the semester the teacher may be permitted to complete the semester. After such leave, the teacher will be permitted to return to the school system, and resume her work, within five (5) years.

A written statement of intention to return under the leave of absence privilege shall be filed with the Superintendent at least by April 1, of the year before the teacher wishes to return to full-time teaching. Reassignment shall be made at the beginning of the year only. Before reassignment may take effect, a similar or suitable vacancy must exist and a statement attesting to the good health of the teacher, signed by a practicing physician, must be presented.

Pregnancy is not considered an illness; therefore, a maternity leave of absence carries no salary, no sick leave, no annual increment, no guarantee of same position upon return.

### XIII. Teacher Evaluation

The Board and the DEA agree that records and evaluations of the work-performance of each individual teacher, properly kept and maintained, will serve several useful purposes. If improperly kept such records may become instruments of harm and contention. For smooth handling, and to increase quality standards, the Board agrees:

- A. All monitoring or observation shall be conducted openly, and with knowledge of the teacher concerned.
- B. Each teacher shall have the right to review his personal work-performance file once each semester. The DEA shall have the right to have its representative present at such reviews, if the teacher so desires.
- C. If the Board feels it necessary to discipline a teacher because of what it considers infractions of discipline or delinquencies in work-performance, no such action shall be taken by the Board except in the presence of the teacher and, if the teacher so desires, a representative of the DEA. The Board shall state its reasons then and in their joint presence.

- D. No teacher shall be disciplined, reprimanded, reduced in either rank or compensation, or deprived of any professional advantage or perquisite without just cause.

#### XIV. Protection of Teachers

The Board recognizes the extra stresses and strains placed upon the teachers because of the extraneous ferment taking place in the social structures of this and other related communities. The Board realizes it must provide more-than-usual policy-support and extra-firm administrative support to teacher activities. To that end, it is specified:

- A. Maintenance of control and discipline in the classroom shall be a matter of continuing concern and study by the Board or its representatives.
- B. If classes contain emotionally disturbed students, or if certain students require the special attention of social workers, special counsellors, law enforcement officials, physicians or other professional persons, those students will be removed from those classes if in the opinion of the building principal, the above mentioned students are hindering the learning process for the special attentions needed. Further, they shall not be returned to such classes until their individual problems have been cleared up.
- C. If a teacher is assaulted by a student, the Board, or its representative, shall immediately take certain steps to alleviate possible additional complications of the situation by:
1. Removing the student from the class, and starting in the process of giving that student prompt remedial attention before returning him to normal routines.
  2. Presenting the incident promptly to the Board's legal counsel, for proper handling to protect all the rights of the assaulted teacher.
  3. Authorizing its counsel to take any legal action necessary to redress the wrong done the teacher, without cost to the teacher.
- D. If a lawsuit is filed against any teacher for disciplinary action taken by the teacher against any student, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense against that lawsuit.

The time used by the teacher in lawsuits indicated in clauses C and D of this article shall be at his regular rate of pay, without any loss to him.

If, while properly engaged in school business or activities, in the opinion of the Board, a teacher suffers loss, damage or destruction of clothing or other personal property, the teacher shall be reimbursed by the Board for that loss.

- E. If a written complaint is made against or about a teacher by students or other persons, the teacher shall be promptly advised by the proper administrative representative of the Board. All details of the complaint shall be given to the teacher at that time. No verbal complaints will be honored.
- F. Teachers will exercise reasonable care with respect to the safety of students and property. No teacher shall be personally liable for any damage or loss to any person or property, except in cases of gross negligence or gross neglect of duty.

XV. Effectuating Agreements

The Board and the DEA recognize that the Board has a teacher-recruiting problem each year. To assist the Board to approach potential teachers with exact knowledge of the following year's conditions, and to provide stability at the time of recruitment, it is agreed that this contract should terminate on April 1 of the designated year.

- March 31
- A. That in such negotiations each party has the absolute right to select its own representatives, either from within or without the school district. Any representatives so selected shall have full and complete power to bind the represented parties, in the collective bargaining procedure, and shall exercise that power, to avoid delays and time-wasting.

It is agreed that representatives agreements, in negotiating, are subject only to final ratification by a majority of the Board and a majority of the DEA.

XVI. Professional Grievance Procedures

The DEA as an organization believing there has been a violation of an article or section of this agreement, may file a written grievance with the Board's designated representative.

Some of the purposes of such a grievance are:

1. To secure proper redress of some wrong.
2. To secure that redress swiftly, and in as uncomplicated a manner as is possible.
3. To use these established procedures so that continuous harmony prevails between the people who are involved on a confidential basis, without publicity, wherever possible.
4. To establish time-limits within which the procedures must become operative, to the end that proper results will be attained within designated time-schedules.

The Board hereby designates as its representatives for this purpose the elementary principals classified as supervisors, where such jobs exist, or the Director of Elementary Education, and the secondary principals, where the grievance is localized to one school.

Where the grievance is more general, and applies to more than one location, the Board designates the Superintendent as the proper representative to receive the grievance.

Step #1:

The grievance shall be reduced to writing and presented to the building principal within ten (10) working days.

The principal shall give his decision concerning the grievance, in writing, within five (5) working days.

Step #2:

If Step #1 does not provide an equitable solution for the grievance, the grievance shall be reviewed jointly by the Superintendent and the Grievance Committee, consisting of three (3) teachers.

If the grievance has not been taken up within ten (10) working days, through Step #2, it shall be considered settled.

The superintendent must present a written decision to the DEA within five (5) working days.

Step #3:

If the DEA is not satisfied with the decision rendered in Step #2, the grievance shall be taken up with a committee of the Board, within ten (10) working days.

The Board shall in turn, have fifteen (15) working days within which to render its decision in writing to the DEA.

The DEA agrees it shall not exercise its right to impose sanctions upon the Board, nor participate in strikes, except in connection with annual contract reopenings for modification of the salary schedule, as indicated in Article XXI.

XVII. Planning Commission

The Board and the DEA mutually understand the highly specialized relationships which exist between them, because of their individual and collective interrelationships in and with the community.

On this basis, the Board and the DEA agree to establish a Permanent Planning Commission, as follows:

1. Each party shall designate two permanent members of the Commission. This Commission shall designate problems of mutual concern for study.

2. The Commission shall meet at a particular time, on a designated day every second month during the school year. The first month for meeting shall be September.
3. The Commission may have specific committees working with it for both short and long term studies, the activities of which will lead to higher quality standards of education. These committees shall make a conscientious effort to come to a conclusion concerning such problems, and make a final recommendation to the Board

#### XVIII. Miscellaneous Provisions

It is mutually agreed that various subjects of mutual interest shall be incorporated into one section.

The Board will maintain a list of substitute teachers, adequate for peak-load absenteeism by its teaching staff. Teachers will have one telephone number to call to report impending absenteeism before 7:00 A.M. of the day of absence. After this report is made, it is the responsibility of the administration to provide a substitute teacher.

A "substitute" who actually is teaching in a vacancy shall be placed upon the regular salary schedule if such vacancy is not filled within four (4) weeks' time.

Any teacher contracts which are inconsistent with the terms of this agreement shall be made consistent.

Each qualified member of the bargaining unit may, if he so elects, participate in the purchase of annuity contracts, on the same basis as such purchases are made by other such qualified employees.

If any provision of this agreement shall be contrary to law, such provision shall be modified to conform to law. Such non-conformance shall not affect the contract and all other provisions or applications shall continue in full force and effect.

Any qualified member of the bargaining unit may participate in the Cass County School Employees Credit Union, on the same basis as any other qualified employee so participates. The employee may have payroll deductions made for Credit Union deposits. The Board agrees to have such deductions made upon written request by the employee.

Formal teacher retirement age is sixty-five (65) years. Teachers may annually petition the Board for an extension of one (1) year. Retired teachers, hired on a year-to-year basis, must submit at the start of each year's employment physicians' statements of their individual abilities to meet the needs of the position. The expense of such examination shall be borne by the Board.

Because students should enter adult life with an understanding and appreciation of our democratic social order, on a comparative basis against other systems, the parties hereto agree that:

- A. Students have the right to study any controversial issue which has a political, economic or social significance, and is relevant to the subject matter or course content.
- B. Students have the right to free access to necessary information to use under competent instruction in an unbiased atmosphere, and

- C. The student has the right to form his own opinion about the subject-matter under study and discussion, and
- D. The teacher's approach to such topics shall be both objective and impartial, and
- E. The teacher's determining tests of appropriateness are - is the issue within the range of the knowledge and maturity of the average students - is research material available on all aspects of the issue - may sufficient time be devoted to cover the issue adequately - is the issue important, and significant to both teacher and students.
- F. The teacher has the right to express his personal opinion provided he makes it clear it is personal to him.

#### XIX. Tenure

The Dowagiac Union School District #31 is to operate as outlined in the Michigan Teacher Tenure Act #4 of the Public Acts of the Extra Session of 1937 as amended through the Regular Session of 1964.

If a teacher's contract will not be renewed for the ensuing year, he shall be so notified by March 30th or before. The Board's representative shall appoint a tenure teacher to serve as an advisor to each probationary teacher.

#### XX. Health Examinations

- A. In such rare instances where, after the Board has extended a contract of employment to a teacher, it feels there is some question concerning the teacher's physical, mental or emotional health, which might prevent that teacher's full contributions to the total educative effort, the Board shall request the teacher to submit to the proper type of medical or psychological or psychiatric examination, based upon the individual facts of the particular case.
- B. The Board shall approve the type of medical examination to be administered and will assume the cost of such examination. The doctor will be selected by the teacher. In the event of disapproval of the teacher's selection by the Board, the Board will submit the names of three eligible doctors for the medical examination. The teacher then will select one of these three and submit to the examination. The results of the examination shall be made available in writing to the teacher and the Board.
- C. The Board of Education may request a psychological and/or psychiatric examination when they deem it necessary to determine the teacher's competence. The Board shall designate a licensed psychologist and/or psychiatrist for this purpose. The expense shall be borne by the Board.

If the teacher does not agree with the findings of the first examination, he may select a psychologist or psychiatrist of his own choice. Should the Board approve the psychologist or psychiatrist selected by the teacher, the expense will be borne by the Board.

- D. In the event of dissatisfaction with the results of the examination in paragraph B and/or C of Article XX, by either the Board or the teacher, a re-examination shall be had in a recognized hospital or clinic (the expense shall be borne by the Board) and the report of those results shall be given by the physician in charge. The Board will base its decision on the results of the several examinations.

- E. If the DEA believes the requested examination to be an unjustified imposition on the teacher's right to privacy, the proper actions, under the grievance procedure, may be instituted.
- F. Teachers of the Christian Science religion shall present a statement of their condition from a listed practitioner in lieu of the above medical, psychological, and/or psychiatric examinations.

XXI. Duration of Agreement

This agreement shall be retroactive to April 1, 1966, except for economic benefits. Any economic benefits contained in this agreement shall become effective with the start of the 1966 67 school year.

This agreement shall remain in full force and effect for a full term of three (3) years, extending to March 31, 1969.

If by January fifteenth (15th) of any year either party signifies its desire to modify the salary schedule, including salaries, indexes time spread between bottom and top of such schedules, notice must be given the other party, in writing, on or before that date.

Reopening of any other portions of this contract shall be by mutual consent of the parties.

This agreement shall not be orally extended. None of its provisions shall be changed except as has been provided in the contract itself.

In witness whereof the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

For the DOWAGIAC EDUCATION ASSOCIATION

For the BOARD OF EDUCATION

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary