

1968

Review

1967-68

n/c.
Dryden
(10)

Dryden Community Schools

LABOR AND INDUSTRIAL
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1967 - 1968

MASTER CONTRACT
AGREEMENT

between

THE BOARD OF EDUCATION OF THE
DRYDEN COMMUNITY SCHOOLS DISTRICT OF MICHIGAN

and

THE DRYDEN EDUCATION ASSOCIATION

2 - YES
4 - NO
5 - YES.

Dur: *1968*

MEA
1216 Hendale
East Lansing, Mich.
48823

DRYDEN EDUCATION ASSOCIATION
AGREEMENT, 1967-68

This Agreement entered into this 1st day of July 1967, by and between the School District of Dryden Community Schools, Dryden, Michigan, hereinafter called the "Board," and the Dryden Education Association, hereinafter called the "Association."

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Dryden is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

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

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

ARTICLE I

Recognition

A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all certificated personnel under contract, employed or to be employed by the Board, excluding: Superintendent and Principals. 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 1967-68 school year.

C. The above was approved by the Dryden Board of Education to become effective July 1, 1967, for the 1967-68 school year.

ARTICLE II

Board of Education Rights

There is reserved exclusively by the Board of Education all responsibilities, powers, rights and authority vested in it by the laws and the Constitution of the State of Michigan and the United States, or which have been heretofore properly exercised by it, excepting where expressly and in specific terms limited by the provisions of this agreement.

ARTICLE III

Association and Teacher Rights

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association 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 color 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 or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or other applicable laws and regulations or amendments to existing laws. 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, provided that when special custodial service is required, the Board may make a reasonable charge therefor. No charge shall be made for use of school rooms before the commencement of the school day nor until 6 p. m. In case of conflict, a room would be designated by Superintendent.

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

E. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all type of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. They are to be used at the discretion of the Board of Education and their representatives.

F. 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 district mail service and 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. No notices shall be posted on student bulletin boards.

G. The Board agrees to furnish to the Association in response to reasonable requests from time to time all items that are of public record concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including county allocation board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

H. The Board shall at its option consult with the Association on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration and the Association shall be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.

L. 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. Consistent with the Constitution and General School Laws of the State of Michigan, the private and personal life of any teacher is not within the appropriate concern or attention of the Board.

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

K. Consistent with the Constitution and General School Laws of the State of Michigan and the Code of Ethics of the Education Profession, membership in the Association shall be open to all teachers regardless of race, creed, sex, marital status, or national origin.

ARTICLE IV

Deductions for Professional Fees

A. Teachers may at any time sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association (including the National Education Association, Michigan Education Association, Lapeer County Education Association, and Dryden 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 either from the second paycheck of the year or from one regular pay check each month, for ten (10) months, beginning in September and ending in June of each year and the Board agrees promptly to remit to the respective Associations all monies so deducted, accompanied by a list of teachers from whom the deductions have been made.

ARTICLE V

Teaching Hours and Class Load

- A. All teachers to be at teaching station at 8:45 a. m. Teachers shall remain at school until 4:00 p. m. (except Friday until 3:45 p. m.). Previous arrangements should be made with Principals or Superintendent to attend extension classes or other activities necessitating a change in above schedule.
- B. Each Secondary Teacher shall have one conference period per day, and will be assigned no more than 6 teaching periods per day.
- C. All teachers shall be entitled to 30 minutes duty free lunch period.
- D. No departure from these norms, except in case of emergency, such as tornadoes, shall be made without prior consultation with the Association. . In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.
- E. If a teacher shall teach more than the normal teaching load as set forth in this Article, he shall receive additional compensation at his pro-rated salary.
- F. All meetings for the purpose of negotiating will be held at a time other than during the regular school day.
- G. If it should be essential, with the consent of the administration, that a teacher be engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, mediation, or arbitration, shall be released from regular duties without loss of salary.

ARTICLE VI

Teaching Conditions

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

B. It is recognized by the Board that teacher-pupil ratio is an important aspect of an effective educational program. The Board agrees to continue its efforts to keep class sizes at an acceptable number as dictated by the financial conditions of the district, the building facilities available, the availability of qualified teachers, and the best interests of the district as deemed administratively feasible.

The Board will make every effort to comply with the accrediting agency (Bureau of School Services - University of Michigan) and approval agency (Department of Education, Lansing) to meet their recommended standards.

C. The administration will try to keep within the maximum ratios as set forth in 1966-67 agreement. Namely:

Elementary teacher-pupil ratio 1:35
Split room teacher-pupil ratio 1:27
Secondary teacher-pupil 1:35
Vocational (Shop & Home Ec.) ratio 1:25
Laboratory Science Ratio 1:25

D. 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 are the tools of the teaching profession. The Board will attempt within its financial resources to keep the schools reasonably equipped and maintained.

E. The Board will attempt within its financial resources to provide for all teachers all teaching and clerical materials which the Board now provides.

F. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

ARTICLE VII

Duties and Responsibilities of Teachers

A. Teachers should take a responsible attitude toward children in the halls especially between classes, before school, during noon hour, and after school.

B. Teachers will be expected to maintain positive professional attitudes toward community-school organizations.

C. Each teacher will be expected to assume his share of extra duties of professional significance, whether paid or not.

D. It shall be mandatory that teachers attend meetings conducted for the specific needs and general welfare of this school system; this provision may be waived as per Article V, Section A. These meetings will be called by the Principals and/or Superintendent at such times as deemed necessary, and will be limited in number and duration so as to be considered reasonable with respect to the normal and proper items of business which must be discussed in order to function properly as a school system. The 4:00 p. m. time limit may be waived by mutual consent. It is suggested that the Principals and teachers work together in determining the time of day at which these meetings are to be held, and that this be discussed at the first opportunity at the beginning of the school year.

E. Cadet teachers are not a substitute for a regular classroom teacher and are not to be left alone with children except for emergencies.

F. It shall be the responsibility of teachers to notify your principal when absent on sick leave by 7:30 a. m. so that they have adequate time to secure a substitute.

G. It shall be the responsibility of the individual teacher to secure proper certification for teaching.

H. Dryden Board of Education may withhold contracts subject to satisfactory medical examinations for any employees over 60 years of age.

I. Compulsory retirement at age 65.

ARTICLE VIII

Assignments

A. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study.

B. All teachers shall be given written notice of their schedules for the forthcoming year as soon as possible after the end of the school year. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted.

ARTICLE IX

Illness, Disability and Personal Leave

A. At the beginning of each school year each teacher shall be credited with a ten day sick leave allowance to be used for absences caused by illness or physical disability of the teacher or immediate family (husband, wife, children or parents). The unused portion of such allowance shall accumulate from year to year up to 60 days.

B. At the beginning of each school year each teacher shall contribute one day of the foregoing sick leave allowance to a common bank to be administered by the Association and not to accumulate from year to year. Teachers who have exhausted their accumulated personal sick leave allowance may make reasonable withdrawals, as determined by the Association, from the common bank, provided that there are sufficient days available in the bank.

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

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

E. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.

F. All teachers will be allowed a minimum of one day's leave to attend a conference or day of observation related to their field of teaching and is subject to the approval of the administration.

G. Maternity leave will be granted to a teacher without pay for one full year commencing at the end of the sixth month of pregnancy. The basis for determining the month of pregnancy would be by a statement of the attending physician. During her leave of absence the teacher shall not lose any previously accumulated sick leave days or tenure status of position on the salary schedule.

ARTICLE X
Academic Freedom

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

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

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

D. Academic freedom, however, is not to be construed as a license to promote ideas and activities which are contrary to the moral religion and political mores of the community. Subjects and activities which are known to be of a critical nature must be discussed with the superintendent or principal prior to their introduction to the students.

Teaching methods, subject areas, and class activities which create unrest in the community will be reviewed by the superintendent, and a committee on grievances.

ARTICLE XI
Teacher Evaluation

A. Teacher evaluations shall be conducted in a fair manner.

B. Evaluation forms will be selected and discussed with teachers prior to their use during the school year.

C. Each teacher shall have the right upon request to review the contents of his own personal file, excluding college credentials and outside recommendations. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

ARTICLE XII

Professional Behavior

A. Teachers are expected to comply with reasonable rules, regulations and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.

B. The Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall deal with ethical problems in accordance with the terms of such code of Ethics of the Education Profession.

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

D. A teacher shall at the time be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

E. 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 may 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 and to the ethics committee at the teacher's request.

ARTICLE XIII

Maintenance of Standards

A. All conditions of employment, including teaching hours, extra compensation for work outside regular teaching hours, relief periods, leaves, and general working conditions shall be maintained at not less than the highest minimum standards in effect in the district at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless stated herein.

ARTICLE XIV

Reductions in Personnel and Annexations and Consolidations of Districts

A. To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined,

B. In the event this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated district.

C. Should substantial and unforeseen changes in student population or other conditions make necessary a general reduction in the number of teachers employed by the Board, the Board will retain, as nearly as possible, those teachers with permanent teaching certificates having the longest service in the district. (The Association and Board will further use their best efforts to assist all teachers terminated for lack of work to secure employment in adjacent school districts upon terms and conditions as nearly comparable as possible.) Nothing herein shall relieve the Board from fulfilling the terms of any contract with a teacher.

ARTICLE XV

Substitutions

A. The procedure for substituting will remain as established in the 1966-67 school year: i. e.

The administrators and counselor will assume the full teaching responsibilities of at least one absent teacher when a substitute teacher is unable to be hired. Before a regular teacher is called upon to take the classes of an absent teacher the following conditions must exist.

1. two teachers or more absent - no substitute hired
2. three teachers absent - none or only one substitute hired (it should be noted that this interpretation completely relieves a regular teacher of substitute responsibilities if (A) only one teacher is absent; or (B) two teachers are absent, and one substitute is hired.)

B. Each teacher, if he is physically able, will provide a workable lesson plan to be used during his absence.

ARTICLE XVI

Miscellaneous Provisions

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

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

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

D. No new or presently employed teacher will be assigned a position on the salary schedule which he is not entitled to by past teaching experience; if this clause is violated the entire salary schedule shall be raised accordingly. However, part-time teachers may be compensated an additional \$100 per year.

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

F. Use of the Building for regular extra-curricular activities before and after school, in the evenings, or on Saturday will be allowed and this will be facilitated by a reasonable, recorded system of issuing keys and priorities. Teachers and student organizations will be responsible as directed by the administration when using the building for extra-curricular activities.

G. Buses and Bus drivers will be furnished without charge for approved academic activities, football, basketball and band at all varsity games. A bus will be available for club trips, athletic scrimmages, track, Jr. Varsity and 7th & 8th grade games - - coaches or teachers will do the driving. Board policy must be consistent with State Regulations in regard to use of buses.

H. Teachers will not be required to be in attendance when the school is closed to students due to adverse weather or mechanical failure.

I. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XVII

Extra Duties

A. All personnel for extra curricular duties will be assigned by the Principal and/or Superintendent and will be paid in accordance with Schedule B.

B. Elementary teachers will not be assigned nonplayground duties, unless on a voluntary paid basis.

C. No existing extra curricular activity will be dropped from the secondary program unless sponsors are not available. Academic clubs and activities will be encouraged to form.

D. Contractual agreements, including a statement of normal duties and responsibilities, assigning activity sponsorship will be issued when individual teaching contracts are issued if it is reasonable to do so at this time

SCHEDULE A

DRYDEN COMMUNITY SCHOOLS
Salary Schedule 1967-68

<u>3 Years</u>	<u>4 Years</u>	<u>5 Years</u>
1. \$5,700 —	\$6,000 ✓	\$6,300 ✓
2. 5,950 —	6,250 ✓	6,550 ✓
3. 6,200 —	6,500 ✓	6,800 ✓
4. 6,450 —	6,750 ✓	7,050 ✓
5. 6,700 —	7,000 ✓	7,300 ✓
6. 6,950	7,250 ✓	7,550 ✓
7. 7,200	7,500 ✓	7,800 ✓
8. 7,400	7,700 ✓	8,000
9. 7,600	7,900	8,200
10. 7,800	8,100	8,400

If State Aid exceeds a net \$40 per pupil, the 1967-68 salary schedule will be subject to re-negotiation.

\$150 additional for each 15 semester hours toward an advanced degree

Credit will be given on the above only if applied toward proper certification in Michigan, as approved by the administration as relating directly to the professional responsibilities of the teacher.

Up to 5 years credit for experience will be allowed on schedule.

Under 4 years will be pro-rated on above scale.

Special Education \$300 above schedule

SCHEDULE B

1967-68 Reimbursed-Extra Duties

Athletic Director - \$300

Football - \$400, Assistant - \$250, J. V. - \$250

Basketball - \$400, Jr. Varsity - \$250, 7th & 8th - \$150

Baseball - \$150

Track - \$150

Girl's Basketball - \$150

Girl's Track - \$50

Cheerleader Sponsor - \$100

Band - \$250

Annual - \$300 (to be paid from Annual Account)

Plays - \$100 each (maximum \$300)

Forensics and Debate - \$150 each

Senior Sponsor - \$150

Junior Sponsor - \$75

Sophomore Sponsor - \$25

Freshmen Sponsor - \$25

8th Grade Sponsor - \$25

7th Grade Sponsor - \$25

Athletic Games to be administered through the Athletic Department and paid from game proceeds, such as ticket takers, timers, hall duty, etc.

Varsity Club to care for Junior High Games

SCHEDULE C

**DRYDEN COMMUNITY SCHOOLS
1967-68 School Calendar**

Pre-registration August 28 - September 1

Labor Day - September 4

Teachers' Meetings - September 5

School Begins - September 6 (A.M. only)

M. E. A. Regional Meeting, Flint - October 12 & 13

Thanksgiving Recess - November 23 & 24

Christmas Vacation - December 22 - January 2

End 1st Semester - January 19

County Institute - February 7

Easter Vacation - April 12 - April 22

Memorial Day - May 30

School Closes - June 7

ARTICLE XVIII
Professional Grievance Procedure

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, order or regulation of the Board may be processed as a grievance as hereinafter provided.
- B. The grievant may invoke the formal grievance procedure on the form set forth in annexed Schedule D, 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 an effort to resolve the grievance. The principal or supervisor shall indicate his disposition of the grievance in writing within three 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 six school days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven days thereafter. A copy of such disposition shall be furnished to the Association.
- F. If the Association is not satisfied with the disposition of the grievance by the Board, or if no decision is reached within a ten (10) day period, the grievance shall immediately be transmitted to the State Labor Mediation Board or to the MEA Board of Reference; either channel may be used at the discretion of the party transmitting the grievance.

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

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

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

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

K. 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. However, no grievance shall be adjusted without prior notification to the Association and opportunity for and Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.

SCHEDULE D

School District _____			Distribution of Form
GRIEVANCE REPORT (Submit to Principal in Duplicate)			1 - Superintendent
			2 - Principal
			3 - Association
			4 - Teacher

Building	Assignment	Name of Grievant	Date Filed
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STEP I

A. Date Cause of Grievance Occurred _____

B. Statement of Grievance and Relief Sought _____

Signature Date

C. Disposition by Principal _____

Signature of Principal Date

D. Grievant and/or Association Position _____

Signature Date

STEP II

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature Date

C. Position of Grievant and/or Association _____

D. Date _____ Signature _____

STEP III

A. Date Received by Board of Education or Designee _____

B. Disposition by Board _____

Signature

Date

C. Position of Grievant and/or Association _____

D. Date _____ Signature _____

STEP IV

A. Date Submitted to Arbitration _____

B. Disposition of Grievance _____

C. Date of Decision _____

Signature of Arbitrator _____