

1974-76

AGREEMENT

BETWEEN

DUCK CREEK SCHOOL DISTRICT

AND

DUCK CREEK EDUCATION ASSOCIATION

Duck Creek School District

*Michigan Education Association: Muskegon Office
1314 Apple Avenue
Muskegon, MI 49442*

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AGREEMENT

This Agreement entered into on the _____ day of _____, 19____, and between the Board of Education of Duck Creek District School, Muskegon, Michigan, hereinafter referred to as the "Board", and the Duck Creek Education Association hereinafter referred to as the "Association".

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Duck Creek District School is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS the Board reaffirms that teaching is a profession, and

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

WHEREAS the parties, following extended and deliberate professional negotiations, desire to incorporate such understandings into a written collective negotiations agreement in the belief that such action is in the best interest of the residents of the Duck Creek District School System, the students attending the school therein, the teachers represented by the Association, and The Board of Education.

Now, therefore, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the exclusive bargaining representative with respect to rates of pay, wages, hours of employment, or other conditions of employment, as defined in Section II of Act 379, Public Acts of 1965, for all professional teaching personnel meeting State certification requirements of a qualified teacher and under contract to the district in all matters of disputes or grievances which may arise during the term of this Agreement as to the application, interpretation, or compliance of either party of its obligations or rights under this Agreement. The term "Teacher" when used hereinafter, in this Agreement, shall refer to those employees represented by the Associ-

ation in the bargaining or negotiating unit as above defined. Does not include substitutes.

ARTICLE II

TEACHER AND BOARD RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher employed by the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation, so long as these activities do not take place during the normal school day. The Board agrees that it will not discourage, deprive or coerce any teacher in the enjoyment of rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States. The Board agrees that neither it nor any of its administrative agents shall discriminate against any teacher with respect to rates of pay, wages, hours of employment, or other conditions of employment, as defined in Section II of Act 379, Public Acts of 1965, by reason of race, creed, color, national origin, sex, marital status, or membership or participation in the activities of the Association.

Nothing contained herein shall be construed to deny or restrict to any teacher, rights he may have under the General School Laws of Michigan.

- B. The Association agrees that it shall admit all teachers to its membership without discrimination by reason of race, creed, color, national origin, sex, marital status, or past participation in the activities of the Association.

Membership in the Association shall not be required as a condition of employment of any teacher with the Board. However, any teacher who is not a member of the Association in good standing or who does not make an application for membership within 30 (thirty) days from the date of commencement of teaching duties, shall as a condition of employment, pay a fee to the

Association an amount equal to membership dues payable to the Association, the N.E.A. and M.E.A. The teacher must authorize payroll deduction as provided for in Article VIII. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment. The Board shall not employ such a teacher for the ensuing year.

- C. There is reserved exclusively to the Board all rights, powers and authority vested in it by the laws and constitution of the State of Michigan and of the United States.

It is agreed that the Board retains the right, except as expressly provided otherwise by the terms of this Agreement, to establish and equitably enforce reasonable rules and personnel policy relating to the duties and responsibilities of teachers, the determination and administration of educational policy, the operation of the school, and the direction of the professional staff as related to the day to day program.

- D. The Board signifies its approval of the aims of the Association's Code of Ethics, as a practical aid to a definite enforcement of acceptable professional behaviour applicable to all teachers represented by the bargaining unit and the Board agrees that it will at all times give careful consideration to any authorized recommendation for the Association in the exercise of the latter's function required or adopted under said Code. The Association agrees that this paragraph shall be construed as supplemental and in addition to the powers and responsibilities conferred upon and vested in the Board respecting discipline of teachers and nothing in this paragraph shall in any way limit or diminish the boards' authority in this area. The board reserves the exclusive right to exercise enforcement steps, within its own discretion, with or without recommendation from the Association.

- E. The private and professional life of each teacher shall be consistent with the high standards expected of a member of the teaching profession.

- F. The Board and Association shall upon reasonable request present relevant data expressing points of view regarding the financial resources of the school district. The Board shall provide the Association with all documents relating to financial matters such as are normally published and released to the Public upon request.
- G. Policy which affects teachers shall be made available to them at the beginning of the school year or prior to the effective date of any policy if adopted within the school year.
- H. 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 and the Association.

ARTICLE III

Annexation, Consolidation, or Other Reorganization of the District

- A. 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 that 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. In the event of annexation:
 - 1. All teachers on tenure at the time of annexation shall be granted tenure by the absorbing Board.
 - 2. All rights accrued by Duck Creek teachers shall be assumed by the absorbing Board.
 - 3. No teacher shall suffer a decrease in wages, hours, and other terms and conditions of employment as a result of annexation.
 - 4. No teacher assigned to the Duck Creek school at time of annexation shall be involuntarily transferred.
 - 5. All Duck Creek teachers shall be employed by the absorbing district.

ARTICLE IV

SNOWDAYS

If school is closed because of inclement weather, teachers will not be required to report or stay for work.

ARTICLE V

NEGOTIATIONS

- A. In any negotiations carried on under this Agreement, neither party shall have any control over the selection of the representatives of the other party. Each may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification of the Board of Education and by the teachers covered by this Agreement. The Association shall conduct an election by ballot on the question of ratification of the Agreement assuring all teachers covered by this Agreement a reasonable opportunity to vote.
- B. Both parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations, subject only to ultimate ratification as provided in Section A.
- C. If the parties fail to reach an agreement in such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board.
- D. Negotiations for succeeding agreements are to commence not earlier than February 15th and not later than April 15th.
- E. Both parties shall co-operatively arrange all necessary meetings for the purpose of negotiating a new contract at the earliest possible date.
- F. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

- G. The parties shall negotiate any changes affecting wages, hours and other terms and conditions of employment resulting from any crisis situation affecting the operation of the schools. (Such as the energy crisis, daylight savings time changes, etc.) No crisis shall cause a reduction or increase in wages or total hours.

ARTICLE VI

GRIEVANCE PROCEDURE

A. General Principles

1. A "grievance" shall mean a complaint by a teacher or a group of teachers based upon an event, condition, or circumstance under which a teacher works, allegedly caused by a violation, misinterpretation, or inequitable application of a specific article and/or section of this Agreement expressly covering rates of pay, wages, hours, or other conditions of employment.
2. The primary purpose of the procedure set forth in this Article is to secure, at the lowest level possible, equitable solutions to problems or grievances of a teacher or a group of teachers. Both parties agree that proceedings under this article shall be kept as confidential as may be appropriate.
3. It shall be the policy of the Board to assure to every teacher an opportunity to have the use of this grievance procedure without fear of reprisal or without prejudice in any manner to his professional status.
4. The board would not take any action against a probationary teacher without a discussion with the association. Seven day's notice would be given the teacher to notify an M.E.A. representative and prepare a case.

GRIEVANCE PROCEDURE CONT'D

5. Nothing contained herein shall be construed to prevent an individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement provided that the Association has been given opportunity to be present at such adjustment.
6. If the grievance is filed on or after May 15, the time limits shall be reduced in order to effect a solution prior to the end of the school year or as soon thereafter as is practicable.
7. It is the intent of the parties of this Agreement to prevent grievances and to settle any that may occur as fairly and promptly as practical. The time limits required at all levels are important in resolving problems or carrying out the Grievance Procedure. It is understood by both the Duck Creek Education Association and Board of Education that when a teacher(s) or Association does not advance a problem or grievance to the next level within the specified time limit the problem or grievance shall be considered as resolved and waived. Failure of the Board to answer within the time limit shall be deemed a denial of the grievance and it may then be appealed to the next step.
8. If any probationary teacher or tenure teacher for whom a grievance is sustained shall be found to have been unjustly discharged or unjustly denied renewal of his contract, he shall be reinstated with full reimbursement of all professional compensation lost. If any teacher 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.

B. PROCEDURE

1. Level One

PROCEDURE CONT'D

Prior to involving the grievance procedure a teacher(s) who has a problem shall first discuss the matter with his principal. At the request of the teacher(s) or principal, the principal shall make arrangements to hold an informal meeting within five (5) days after receipt of request to resolve the problem. The School Board shall also be informed of the problem in writing.

2. Level Two

In the event the problem is not worked out satisfactorily at Level One, or if no decision has been rendered within five (5) days after presentation of the problem he (they) may file a grievance in writing stating the nature of the grievance and the article and section violated and remedy requested with the principal not later than three (3) days after the informal meeting. Within five (5) days of receipt of the written grievance, the principal shall state his decision in writing concerning the grievance, together with supporting reasons, and furnish one copy to the teacher(s), and one copy to the Board.

3. Level Three

If the teacher(s) desires to appeal the written decision of the principal, he (they) shall file the grievance with the Education Association within three (3) days after receipt of the decision. The Education Association, shall, within five (5) days, after receipt decide whether or not there is a legitimate grievance. If the Association decides that no grievance exists and so notifies the claimant(s) and principal in writing, the teacher(s) may continue to process his (their) claim without Association support. If the Association decides there is a legitimate grievance, it shall by the following working day process the claim with the Secretary of the Board of Education.

4. Level Four

Within fifteen (15) days from the receipt of the written grievance by the Board, the Board shall meet with the Association for the purpose of arriving at a mutually satisfactory solution

GRIEVANCE PROCEDURE CONT'D

to the grievance problem. A written decision shall be rendered to all principal parties concerned within five (5) days following the meeting of the Board, providing all necessary information can be assembled, not to exceed a time limit of ten days.

5. Level Five

If the Board of Education, the aggrieved teacher(s) and the Duck Creek Education Association shall be unable to resolve any grievance, and it shall involve an alleged violation of a specified article and/or section of this Agreement, it may within ten (10) days after the decision of the Board of Education be appealed to the mediation procedure established by Act 379, PA 1965. Such appeal shall be in writing and shall be delivered to the labor mediation board, the Board of Education and the Association within said ten (10) days period and if not so delivered, the grievance shall be deemed resolved. The cost for the service of mediation including per diem expenses, if any, and actual and necessary travel and subsistence expenses shall be borne equally by the Board and Association. If a teacher(s) desires the services of mediation without the support of the Association, the entire cost of such service shall be borne by the aggrieved individual(s).

6. Level Six

If the decision of the Board of Education is not acceptable to the Association then the Association may, within thirty days of the date of the decision, make a written request to the Board (by delivery to the Secretary of the Board) for arbitration of the grievance, providing such grievance relates to the application or interpretation of this Agreement or disciplinary matters.

The Board shall respond to such request at its next regular meeting following the request.

GRIEVANCE PROCEDURE CONT'D

The following procedure shall apply:

- (a) The parties shall jointly request a list of five arbitrators from the American Arbitration Association and upon receipt of the list shall, by a process of elimination, select an arbitrator.
- (b) The decision of the arbitrator shall be final and binding.
- (c) The arbitrator shall not have the power to add to, subtract from or modify the terms of this agreement nor shall any grievance be heard which does not relate to the application or interpretation of the terms of this Agreement or to a matter of discipline.
- (d) Any grievance on which arbitration is not requested shall be deemed settled on the basis of the last answer.
- (e) No employee, without the duly authorized approval of the Association fully communicated to the Board, may invoke the arbitration process.
- (f) The expenses of the arbitrator shall be shared equally by the parties.

C. MISCELLANEOUS

1. In the course of investigation of any grievance, a teacher or representative of the Association shall not investigate a complaint or present or handle a grievance during regular school hours, or other normal and customary school activities.
2. It is agreed that every effort shall be made not to involve students in any phase of the grievance procedure.

ARTICLE VII

MATTERS CONTRARY TO AGREEMENT

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 contract heretofore in effect. All individual teacher contracts shall be made expressly subject to the terms of this Agreement.

ARTICLE VIII

AGREEMENTS CONTRARY TO LAW

If any provisions of this agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.

ARTICLE IX

PAYROLL DEDUCTIONS

The Board will deduct membership dues for the Michigan Education Association, National Education Association, and the White Lake Education Association if requests are submitted within the first week of the school year. Such sums shall be deducted from the regular salaries of all teachers authorizing deductions during the first six (6) pay periods. Federal and State Income Tax Deduction data is to be reported at this time. Each teacher shall have the right to review their own payroll records kept by the school district.

ARTICLE X

VACANCIES

- A. The Board declares its support of a policy of filling teaching positions from within its own teaching staff. Whenever a vacancy occurs, which falls within the scope of this Agreement, the Board shall publicize the same. Any interested and qualified teacher shall be interviewed and considered. It shall be the responsibility

VACANCIES CONT'D

of the teacher to express in writing to the principal and the Board any interest he may have in another position.

- B. Whenever a vacancy occurs during any period of vacation or any other period within the school year, to comply with Section A above, the Board of Education shall take reasonable steps to notify all teachers who have expressed in writing, within twelve (12) months preceding the occurrence of the vacancy an interest in said vacancy. During the school year the posting of vacancies shall be considered sufficient notice.

ARTICLE XI MAINTENANCE OF DISCIPLINE AND PROTECTION OF TEACHERS

- A. The Board and Association recognize that the maintenance of control and discipline in the general school setting is a joint responsibility. The Board recognizes its responsibility to give all reasonable support and backing to the teacher with respect to the maintenance of control and discipline since it is apparent that a teacher's effectiveness is enhanced when students realize that the teachers and administration are mutually supportive in the area of the maintenance of control and discipline. The Board further recognizes that the teacher shall not normally be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for psychotherapy.

The following procedure shall be used in handling emotionally disturbed students:

1. The Board shall take reasonable steps through its designated representatives to assist the teacher with respect to such pupils.

MAINTENANCE OF DISCIPLINE AND PROTECTION OF TEACHER--CONT'D

2. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or related specialists, the Board shall take reasonable steps to refer such students to the appropriate public social services organization.
 3. Any pupil who is determined after consultation with the appropriate qualified professional people to be incapable of adjusting to the regular classroom shall be removed from school and referred to the appropriate agency.
- B. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise, and emphasis upon a child's desirable characteristics.
 - C. A teacher may exclude a pupil from class 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. The child must be sent to the office.
 - D. Any case of assault upon a teacher which had its inception in a school-centered situation shall be promptly reported to the principal. The alleged assault shall be promptly investigated, and after consultation with the teacher and others involved, the principal shall determine suitable action to be taken.
 - E. A teacher may use force as is necessary to protect himself from attack or to prevent injury to another student.
 - F. Suspension of a student from school may be imposed only by the principal.
 - G. If a teacher is sued, by reason of disciplinary action taken against a student, the Board will render reasonable assistance

to the defense of the teacher providing the teacher's action was in conformance with the high standards of the teaching profession and Board policy.

- H. A complaint by a parent of a student directed toward a teacher shall not be included in said teacher's personnel file unless such matter is promptly reported to the teacher concerned.
- I. Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against a teacher providing the teacher's action is consistent with the high standards of the teaching profession and Board policy.

ARTICLE XII

TEACHING HOURS AND CLASS LOADS

- A. The student day shall be as follows:

Kindergarten:	8:55 - 9:00	Passing Time	5
	9:00 - 10:25		85
	10:25 - 10:45	Recess	
	10:45 - 10:50	Passing Time	5
	10:50 - 11:45	Including passing time	<u>55</u>
			150 minutes

<u>1974-75</u>	Elementary	8:55 - 9:00	Passing Time	5
	(1 - 5)	9:00 - 10:25		85
		10:25 - 10:45	Recess	
		10:45 - 10:50	Passing Time	5
		10:50 - 11:40	Including passing time to lunch	50
		11:40 - 12:20	Lunch	
		12:20 - 12:25	Passing Time	5
		12:25 - 2:10		105
		2:10 - 2:30	Recess	
		2:30 - 2:35	Passing Time	5
		2:35 - 3:30	Including Passing Time	<u>55</u>
				315
		Half days will be 150 minutes		

<u>1975-76</u>	Elementary	8:55 - 9:00	Passing Time	5
	(1 - 5)	9:00 - 10:25		85
		10:25 - 10:45	Recess	
		10:45 - 10:50	Passing Time	5
		10:50 - 12:15	Including passing time to lunch	85
		12:15 - 12:55	Lunch	
		12:55 - 1:00	Passing Time	5
		1:00 - 2:15		75
		2:15 - 2:35	Recess	
		2:35 - 2:40	Passing Time	5
		2:40 - 3:30	Including Passing Time	<u>50</u>
				315
		Half days will be 150 minutes		

<u>1974-75</u>	Junior High	8:55 - 9:00	Passing Time	5
	(6 - 8)	9:00 - 12:15	Including passing time	195
		12:15 - 12:55	Lunch	
		12:55 - 1:00	Passing Time	5
		1:00 - 3:30	Including passing time	<u>150</u>
				355

Half days will be 150 minutes.

<u>1975-76</u>	Junior High	7:55 - 8:00	Passing time	5
	(6 - 8)	8:00 - 11:40	Including passing time	220
		11:40 - 12:20	Lunch	
		12:20 - 12:25	Passing time	5
		12:25 - 2:30	Including passing time	<u>125</u>
				355

Half days will be 150 minutes.

- B. No teacher shall be required to report for duty earlier than (15) fifteen minutes before the opening of the pupils' regular school day in the morning. Teachers shall be permitted to leave (15) fifteen minutes after the close of the pupils' regular school day. Teachers are encouraged to remain for a sufficient period after the close of the pupils' day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teacher, except that on Fridays or on days preceding holidays or vacations, the teacher's day shall end at the close of the pupils' day.
- C. A teacher shall be assigned to a specific grade.
- D. All teachers shall have at least a (40) forty minute duty-free lunch period. They shall have the freedom to leave the school premises provided one teacher remains. They shall have two (2) duty-free recesses per day.
- E. Building faculty meetings shall be called only when necessary to the efficient functioning of the school program. It shall be the responsibility of administration to call such a meeting.

- F. Elementary teachers shall have at least 250 minutes preparation time per week in blocks of no less than 20 minutes. Junior High teachers shall have at least the equivalent amount of preparation time in blocks of fifty minutes. Anyone teaching in elementary and junior high shall have at least 20 minutes in one block during the elementary period and at least 30 minutes in one block during the junior high period. Anyone teaching a fraction of a day shall have the same fraction of preparation time in blocks of no less than 20 minutes. If all the 7th and 8th grade teachers agree, the 7th and 8th grades may have a 20 minute recess in the morning and/or a 20 minute recess in the afternoon. In the event that the 7th and 8th grade teachers include recesses in their schedule, their preparation time shall be scheduled in blocks of fifty minutes to the extent possible.

- G. One full time aid shall be hired to assist the elementary teachers. The aid shall patrol the playground during the recesses for the elementary and during the noon hour for the elementary. The remainder of the elementary aid's time shall be divided evenly among the teachers of grades K-5.

One full time aid shall be hired to assist the junior high teachers. The aid shall patrol the playground during the recesses for junior high and during the noon hour for the junior high. The remainder of the junior high aid's time shall be divided evenly among the teachers of grades 6 - 8.

If the Board's application for federal aid (for the purpose of teacher aid salaries) is granted, a third full time aid shall be hired. The third full time aid shall be assigned to assist those teacher(s) whose class size is 30 or more. If the teacher(s) whose size of 30 or more does not request the full time assistance of the aid, the remaining time will be divided equally among the other elementary and junior high teachers.

- H. When a teacher is relieved of the responsibility for a class by another teacher, the time may be used for preparation.

ARTICLE XIII

TEACHING CONDITIONS

- A. The Board and Association mutually recognize that the primary duty and responsibility of the teacher is instruction and the commitments inherent therein.
- B. The Board shall make available faculty lounge facilities in the school.
- C. The telephone facilities in the Principal's office shall be made available to teachers for their reasonable use. The Association and its representatives shall have the right to use the school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefor.

TEACHING CONDITIONS CONT'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.

The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types 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. The Association shall clear use of supplies with the principal.

- D. The Board and Association shall strive to protect the health, welfare and safety of students and all personnel. There shall be continued alertness to prevent the existence of hazardous conditions and equipment at all times on all school premises. The preservation of safe, wholesome and pleasant surroundings shall be a paramount concern of both the Board and the Association.
- E. The arrangement of furnishings in the classroom shall be for the optimum educational setting as determined by the teacher in concert with the principal.
- F. The Board recognizes that appropriate texts, library reference facilities, maps, globes, laboratory equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties shall confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes to implement all joint decisions thereon made by its representatives and members of the teaching staff.

ARTICLE XIV

QUALIFICATIONS AND ASSIGNMENTS

- A. The initial employment of teachers requires the possession of a bachelor's degree from an accredited college or university and a Michigan elementary provisional certificate or its equivalent. Any deviation from this requirement shall be in accord with the certification regulations of the Michigan Department of Education.
- B. The employment of teachers whose certification is based on the Michigan full year permit is to be permitted only in case of absolute necessity or where the teacher has outstanding credentials and the association shall be so notified in each instance and the board shall indicate the extent to which it has endeavored to fill the position with a fully certificated person.
- C. Teachers, other than newly-appointed and substitute teachers, shall be notified in writing of their tentative programs for the coming school year, the grades and/or subjects that they will teach, as soon as is practicable and under normal circumstances not later than the end of the school year.
- D. Teachers who will be affected by a change in grade assignment in the elementary school shall be notified and consulted by their principal as soon as practicable and under normal conditions no later than the end of the school year. In no event shall changes in teacher's schedules be made later than the first day of July preceding the commencement of the school year.
- E. Assignments in addition to the normal teaching schedule during the regular school year shall be voluntary and shall receive extra-duty compensation.
- F. The Board and Association agree that some supervisory responsibilities shared among the teachers on an equitable basis are necessary at student functions.
- G. Teachers currently teaching in the school district will be given the opportunity to apply and accept any position that becomes vacant before the vacancy is offered to any teacher

returning from a leave of absence. Assignment to any teaching position is subject to the final approval of the Board as to the qualifications of the teacher for the position.

ARTICLE XV

REDUCTION OF STAFF

A. Definition:

1. Personnel reduction or layoff shall mean a reduction in the number of teachers as a result of reduced student enrollment, reduced instructional program, or for economic reasons.
2. Years of service shall mean the total years of service with the Duck Creek school district not including leaves of absence of a semester or more in duration.
3. Probationary and tenure shall mean that status as defined by the Michigan Teacher Tenure Act, No. 4 of the Public Acts of the Extra Session of 1937 as amended.
4. Certified shall mean as defined by the Michigan State Department of Education.

B. Notice:

In the event it becomes necessary for the Board to reduce the number of teachers, the Board agrees to give written notice as soon as possible to the Association of it's intent to do so. Individual teachers affected shall be notified in writing as soon as possible. The Board shall also give further notice as may be required by law.

C. Order of Reduction or Lay Off:

Provided that there remains certified teachers for the remaining Positions:

1. First year probationary teachers shall be laid off in order of least number of years of service; then
2. Second year probationary teachers shall be laid off in the order of least number of years of service; then
3. Third year probationary teachers shall be laid off in the order of least number of years of service; then
4. Tenure teachers in the order of the least number of years of service.
5. In the event that two or more teachers have the same status under paragraphs 1 through 4, above, the Board shall retain teachers on the basis of experience, training and evaluations.

D. Recall

1. Teachers on lay off shall be recalled in inverse order of lay off provided they are certified for the vacancy.
2. No new teachers shall be employed by the Board while there are teachers remaining on lay off unless there are no laid off teachers certified for the vacancy.
3. The Board shall give written notice of recall from lay off by registered or certified mail at the last known address of the teacher. It shall be the responsibility of the teacher to notify the Board of any change in address. If a teacher fails to contact the Board or it's representatives within ten (10) calendar days of receipt of notice of recall, the teacher shall lose all rights to recall.

ARTICLE XVI

TEACHER EVALUATION

The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, to this end, the following procedure has been agreed to in an effort to accomplish the goals.

A. Probationary teachers shall be observed for the purposes of evaluation at least three times during the school year. These observations shall occur during the second, fourth and sixth months. Tenure teachers shall be observed for the purposes of evaluation at least once every year. A personal interview shall be held within ten (10) school days of the observation. A written evaluation shall be submitted to the subject teacher within fifteen (15) school days of the observation. In the event that the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personal file.

B. Evaluation shall only be conducted by the building principal. If the principal is absent during the time evaluations should be conducted, a qualified substitute for the principal that is agreed to by the Board and Association may conduct the evaluations.

Each observation shall be made in person for a minimum of thirty consecutive minutes. All monitoring or observation of the performance of a teacher shall be conducted openly and with the full knowledge of the teacher.

The administration shall provide a copy of the evaluation form to be used at the first staff meeting.

C. No later than ninety (90) days prior to the end of each probationary year, the final written evaluation report, including the recommendation as to whether the teacher should be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing school year, will be furnished by the administration to the school board covering each probationary teacher. A copy shall be furnished

to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the school board. In the event a teacher is not continued in employment, the Board will advise the teacher of the reasons therefore, in writing, with a copy to the Association and provide for a hearing where requested. Refusal to offer or renew a contract shall be grounds for a grievance. In any grievance or tenure proceedings, all evaluations or responses thereto shall be admissible as evidence.

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

- Annual TB report and required medical information
- All teacher evaluation reports
- Copies of annual contracts
- Teacher certificate
- A transcript of academic records
- Tenure recommendation

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

- E. If the teacher is asked to sign material placed in his file, such signature shall be understood to indicate his understanding of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- F. If an evaluator finds a teacher lacking, the reasons 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. In subsequent evaluation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
- G. Failure of the board to follow any provision of this agreement or the policies of the board with respect to the evaluation of teachers shall result in restoring any teacher against whom action has been taken, to full teaching status with appropriate compensation for all damages resulting from the board's (or its agents) wrongful acts, and the record surrounding the event in question shall be destroyed.

ARTICLE XVII

PROFESSIONAL STUDY COMMITTEES

- A. While the final decision concerning curriculum and curricula change is recognized to be the sole responsibility of the Board, the Board recognizes the value of having teachers serve on various curriculum committees which would act in an advisory capacity relative to the status of the curriculum. Teachers are thereby expected to serve on such committees when requested.
- B. It is hereby agreed that from time to time, the Board and Association will create and appoint a Professional Study Committee or Committees to cooperatively study areas of mutual concern and to determine the priority thereof, such as, but not limited to pupil-teacher ratio and curriculum improvements, and to make written advisory recommendations to the Board through the Principal.

The composition and size and places of meeting of any such Committee shall be ~~determined jointly~~ by the Board and the Association.

ARTICLE XVIII

LEAVES OF ABSENCEA. Paid Leaves of Absence1. Illness and Disability

- a. Each teacher under contract shall be entitled to ten (10) days sick leave per year, accumulative to a total of one hundred (100) days, for personal illness or disability. Teachers shall be notified as to the number of sick days credited to them by October 15th of each school year.
- b. Absence due to a compensable injury or illness under Michigan's Workmen's Compensation law shall not be charged against the teacher's sick leave. The teacher shall receive in addition to his workmen's compensation an amount sufficient to make up the difference between such compensation benefits and his regular weekly income until his return to work, or the number of days equal to his accumulated sick leave have elapsed, whichever is the lesser.

- c. The Board of Education reserves the right to consider all sick leave problems extending beyond the limitations set forth herein on the merits of each individual case. Any teacher whose personal illness extends beyond the period compensated under a and b above may be granted a leave of absence without pay for such time as is necessary for complete recovery but not to exceed twelve months. Upon return from leave, a teacher shall be assigned to the same position or an equivalent position for which he is qualified if available.
- d. Any teacher out more than deemed necessary by his principal may be requested to furnish a statement from a licensed physician as to his satisfactory health before returning to his duties.
- e. The Board and Association contemplates that the use of sick leave shall be on an ethical basis.
- f. Illness or disability as a result of pregnancy shall be treated as personal illness or disability under paragraph a. through e. above.

2. Emergency Leave

Up to five (5) days per year shall be allowed for death in the immediate family or necessary care of a member of the immediate family due to accident or illness. Immediate family is defined as wife, husband, son, daughter, mother, father, brother, sister, mother-in-law, or father-in-law. Meritorious leave of absence, other than "immediate family" as above defined, if within the five (5) days limitation, may be granted or approved by the Principal. Extension of days beyond the limitations set forth herein shall be considered by the principal on the merits of each individual case.

3. Professional Meetings

Professional leaves without loss of compensation for the purpose of attending subject area conferences may be granted with the approval of the building principal.

LEAVES OF ABSENCE CONT'D

At the beginning of the school year, four (4) half - days shall be set aside as in-service days planned on a mutual basis.

4. Personal Business Leave

Up to two (2) days per year may be used for personal business by a regular teacher. It is agreed that personal leave days are provided for the legitimate personal business a teacher may encounter and which cannot be met outside the regular school day. Prior arrangements and approval shall be made with the building principal on forms provided for this purpose.

5. Jury Duty

A teacher called for jury duty or subpoenaed 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.

6. Professional Business

At the beginning of each school year, each teacher shall be credited with two (2) days to be used for the teacher's professional business. The teacher planning to use a professional business day shall notify the principal at least one week in advance of the planned absence. Professional business days may be used for any educational purpose at the discretion of the teacher; such as visitations to observe other instructional techniques or programs, or to attend conferences, workshops or seminars conducted by colleges, universities, the N.E.A., N.E.A. and/or affiliated departments thereof.

In the event that a teacher has used his two (2) days of professional business leave, he may request and be granted additional day(s) not used by another teacher if the board and the other teacher approve in writing.

B. Loss of Pay

Days used by a teacher for other than legitimate purposes as defined in this Article shall result in loss of compensation at the rate of 1/183rd of his total annual salary, excepting that the loss of pay for part-time teachers shall be prorated according to their contracted days and salary.

ARTICLE XIX

BOARD AND TEACHER COMMUNICATION

- A. To establish a cooperative spirit and a mutual understanding between the parties, periodic informal meetings shall be held as necessary with representatives of the Board and Association. The purpose of these meetings is to review the intent of this Agreement and other questions relating to the interpretation of this Agreement.
- B. The Board and Administration shall meet with and listen to recommendations from the Association before making any changes in student discipline, student rights, curriculum, text books, pupil testing and evaluation, philosophy and educational goals of the district, school or grade wide teaching methods, research and experimentation and other matters which should concern the Association.

The Association should receive at least one weeks notice for such a meeting but otherwise said meetings are at the Board's incentive.

ARTICLE XX

SALARY

The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement.

For extra work the teacher shall be entitled to appropriate additional professional compensation as set forth in Schedule B, which is attached to and incorporated in this Agreement.

The following salary benefits or compensations are to be included in this contract:

1. An incoming teacher with fewer than eight (8) years of teaching experience shall be placed on the level of the salary schedule which corresponds with his years of teaching experience. An incoming teacher with eight (8) or more years of teaching experience shall be placed on the ninth (9th) step of the salary schedule.
2. The teachers have an option of being paid in 20 pays or 26 pays beginning the second Friday after school starts and every two weeks thereafter.

ARTICLE XXI

INSURANCE

A. For the 1974-75 School Year:

The Board shall provide, at a cost to the Board not to exceed the rate for self and spouse, health care protection for a full twelve (12) month period each school year for each teacher through the M.E.S.S.A. Super Med Program.

Teachers not wishing health care protection may apply per month up to the amount of the rate for self and spouse toward the Selection Option package available through M.E.S.S.A. or toward a tax deferred annuity plan.

B. For the 1975-76 School year:

The Board shall provide, at a cost to the Board not to exceed the rate for self and spouse, health care protection for a full twelve (12) month period each school year for each teacher through the M.E.S.S.A. Super Med 2 Program.

Teachers not wishing health care protection may apply per month up to the amount of the rate for self and spouse toward the Selection Option package available through M.E.S.S.A. or toward a tax deferred annuity plan.

The Board shall provide the MESSA Delta Dental Care Program for all employees of the bargaining unit and their eligible dependents, Plan C with Orthodontic Rider 0-7 and Internal Coordination of Benefits.

C. Coverage in excess of the amounts above shall be available through payroll deduction.

ARTICLE XXI

DURATION OF AGREEMENT

This Agreement and all its provisions shall become effective upon the opening of the 1974-75 school year. Notwithstanding the foregoing, however, this Agreement shall not become effective unless and until it is:

Ratified by a majority of the members of the Association voting for such purposes; and
Approved by the Board of Education of the Duck Creek School District by resolution duly adopted.

This Agreement shall continue in full force and effect to and including August 27, 1976.

In Witness Whereof, the parties have executed this agreement by their duly authorized representatives on _____.

Board of Education

Duck Creek School

Muskegon, Michigan

BY: _____

President

Treasurer

Secretary

Duck Creek Education Association

BY: _____

Negotiator

Negotiator

Negotiator

DUCK CREEK

SALARY SCHEDULE A

1974-75

and

1975-76

<u>STEP</u>	<u>BA</u>	<u>INDEX</u>	<u>BA + 20</u>	<u>INDEX</u>	<u>MA</u>	<u>INDEX</u>
1	9,400	1.00	9,964	1.06	10,434	1.11
2	9,870	1.05	10,434	1.11	10,904	1.16
3	10,434	1.11	10,904	1.16	11,374	1.21
4	10,904	1.16	11,374	1.21	11,844	1.26
5	11,374	1.21	11,844	1.26	12,314	1.31
6	11,844	1.26	12,314	1.31	12,784	1.36
7	12,314	1.31	12,784	1.36	13,254	1.41
8	12,784	1.36	13,254	1.41	13,724	1.46
9	13,254	1.41	13,724	1.46	14,194	1.51
10	13,724	1.46	14,194	1.51	14,664	1.56

1. Effective at the start of the 1975-76 school year, the Board shall pay the full employee's contribution to the State School Employees' Retirement Fund.
2. Effective at the start of the 1975-76 school year, all teachers with 13 years of teaching experience and an M.A. Degree shall receive an additional three per cent (3%) of their salary annually.
3. Teachers whose experience includes a half year in previous experience shall be placed accordingly on the salary schedule.

DUCK CREEK

SCHEDULE B

Extra supervision of children other than regular classroom duties of teaching should be voluntary (\$5.00 per hour).

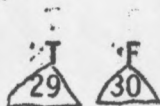
Extra duties include: Evening parties. Half-day teachers should be reimbursed for any extra time when they must work more than one-half day.

Payment for extra supervision shall only be made in those cases where the extra supervision was requested by the principal.

Each teacher will receive 1/180 of his salary for each extra day of service.

DUCK CREEK
1974-75 SCHOOL CALENDAR

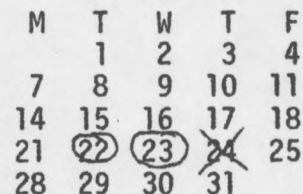
AUGUST



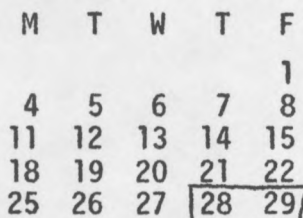
SEPTEMBER (20)



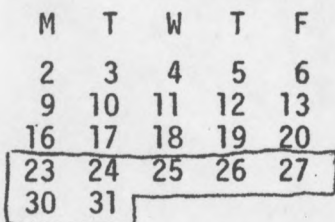
October (23)



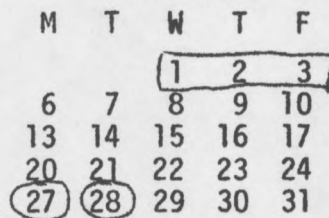
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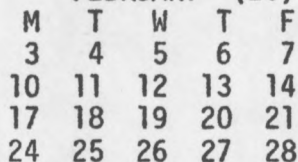
DECEMBER (15)



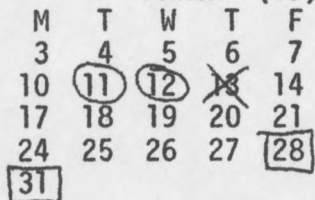
January (20)



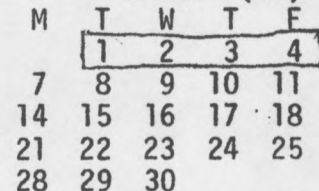
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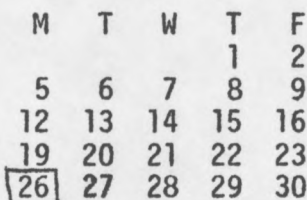
MARCH (19)



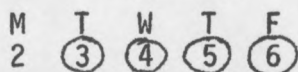
APRIL (18)



MAY (21)



JUNE (5)



- X Half days - Jr. High
 - School Closed
 - Half days K - 8
 - △ Teacher Orientation
- Four Half days to be scheduled for inservice days

Aug.	29, 30	Teacher Orientation
Sept.	2	Labor Day
Sept.	3	School begins-half day
Oct.	22	P.M. Conferences K-8
Oct.	23	Evening Conferences K-8
Oct.	24	P.M. Conferences-Jr. High
Nov.	28, 29	Thanksgiving Recess
Dec.	23 - Jan. 3	Christmas Recess
Jan.	27, 28	School Closed P.M. - Records
Mar.	11	P.M. Conferences K-8
Mar.	12	Evening Conferences K - 8
Mar.	13	P.M. Conferences - Jr. High
Mar.	28	Good Friday
Mar.	31 - Apr. 4	Spring Recess
May	26	Memorial Day
June	3, 4, 5, 6	School Closed P.M. - Records

No. Days in Session		K-5
Sept.	20	165 Full days
Oct.	23	15 half days
Nov.	19	180
Dec.	15	
Jan.	20	
Feb.	20	Jr. High (6-8)
Mar.	19	
Apr.	18	
May	21	163 Full days
June	5	17 Half days
	180	180

DUCK CREEK

1975-1976 SCHOOL CALENDAR

AUGUST					SEPTEMBER (21)					OCTOBER (23)				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
			△ 28	△ 29	□ 1	○ 2	3	4	5	6	7	8	9	10
					8	9	10	11	12	13	14	15	16	17
					15	16	17	18	19	20	○ 21	○ 22	× 23	24
					22	23	24	25	26	27	28	29	30	31
					29	30								

NOVEMBER (18)					DECEMBER (15)					JANUARY (20)				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
3	4	5	6	7	1	2	3	4	5				□ 1	□ 2
10	11	12	13	14	8	9	10	11	12	5	6	7	8	9
17	18	19	20	21	15	16	17	18	19	12	13	14	15	16
24	25	26	□ 27	□ 28	□ 22	□ 23	□ 24	□ 25	□ 26	19	20	21	22	23
					29	30	31			○ 26	○ 27	28	29	30

FEBRUARY (20)					MARCH (20)					APRIL (19)				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
2	3	4	5	6	1	2	3	4	5				□ 1	□ 2
9	10	11	12	13	8	○ 9	○ 10	× 11	12	5	6	7	8	9
16	17	18	19	20	15	16	17	18	19	12	13	14	15	□ 16
23	24	25	26	27	22	23	24	25	26	19	20	21	22	23
					□ 29	□ 30	□ 31			26	27	28	29	30

MAY (20)					JUNE (4)				
M	T	W	T	F	M	T	W	T	F
3	4	5	6	7		○ 1	○ 2	○ 3	○ 4
10	11	12	13	14					
17	18	19	20	21					
24	25	26	27	28					
□ 31									

- △ Teacher Orientation
- School Closed
- Half days K-8
- × Half days Jr. High

Four half days to be scheduled for in-service days

Aug.	28, 29	Teacher Orientation
Sept.	1	Labor Day
Sept.	2	School begins-half day
Oct.	21	P.M. Conferences - K-8
Oct.	22	Evening Conferences - K-8
Oct.	23	P.M. Conferences - Jr. High
Nov.	27, 28	Thanksgiving Recess
Dec.	22-Jan. 2	Christmas Recess
Jan.	26, 27	School Closed P.M.-Records
Mar.	9	P.M. Conferences - K-8
Mar.	10	Evening Conferences - K-8
Mar.	11	P.M. Conferences - Jr. High
Mar.	29-Apr. 2	Spring Recess (subject to change to coincide with county)
Apr.	16	Good Friday
May	31	Memorial Day
June	1-4	School Closed P.M. - Records

<u>No. Days in Session</u>	
Sept.	21
Oct.	23
Nov.	18
Dec.	15
Jan.	20
Feb.	20
Mar.	20
Apr.	19
May	20
June	4
	<u>180</u>

	<u>K-5</u>
	165 full days
	15 half days
	<u>180</u>
	<u>Jr. High (6-8)</u>
	163 full days
	17 half days
	<u>180</u>