

1967

46-67

Durand

~~PROPOSED~~ EDUCATION ASSOCIATION AGREEMENT

This Agreement entered into this _____ day of _____, 1967 by and between the Board of Education of Durand Area Schools, Durand, Michigan, hereinafter called the "Board", and the Durand 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 Durand Area Schools 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 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

Durand Board of Education

LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Michigan State University

*MIEA
1216 Wendale
East Lansing, Mich. 48823*

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize,

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 bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure, probation and on per diem appointments, classroom teachers, substitute teachers, guidance counsellors, librarians, school psychologists and social workers, employed or to be employed by the Board (whether or not assigned to a public school building), but excluding supervisory and executive personnel and office and clerical employees. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any 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. If the adjustment is inconsistent, then the Association shall be given opportunity to be present at such agreement.

C. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association) upon such conditions as the Association shall establish. Such sum shall be deducted as dues from the regular salaries of all teachers and remitted not less frequently than monthly to the Association.

D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II

Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, 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 Act 379 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. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency.

C. The Association and its members shall have the right to use school building facilities at all reasonable

hours for meetings, as provided by policy (1965-66 Administrative Bulletin). No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards and other established media of communication shall be made available to the Association and its members as provided by policy.

D. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as 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.

ARTICLE III

Professional Compensation

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

B. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined, for contractual year during normal teaching hours. For extra work the teacher shall be entitled to appropriate additional professional compensation, at his established professional hourly rate. The professional hourly rate of any teacher shall be determined by dividing his base salary, as set forth in Schedule A, by 1475. The teacher shall be paid his established hourly rate, in addition to his salary, for all time spent after the regular school day in evening parent-teacher conferences, supervision of extra-curricular activities of students not covered in extra-curricular activities schedule, and attendance at any educational or civic functions where attendance is not voluntary but required.

C. Teachers shall not be required to report more than two days prior to the beginning of classes in Sept. or to remain more than two days after classes end in June.

D. SEE APPENDIX ^C B. (CALENDAR)

E. A teacher engaged outside the regular school day negotiating in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be paid by the board at the established hourly rate (See Art. III. Sec. B).

F. A teacher shall be released from regular duties without loss of salary at least two (2) days first semester and one (1) day the second semester for the purpose of participating in area or regional meetings of the Michigan Education Association, and shall attend same or be present at assigned place of duty at the school.

ARTICLE IV

Teaching Hours

A. The teacher's normal teaching hours in the school system shall be as follows: All teacher's shall be present one half hour before the beginning of school and one half hour after the closing of school. Teacher's must also be located at assigned places of duty fifteen (15) minutes before said time.

(1) Hours of kindergarten teachers shall be fixed by the principal at the beginning of each semester but shall in no event be longer than the foregoing.

B. The Board recognizes the principle of a standard forty-hour workweek and will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within such standard workweek. The Board will not require teachers regularly to work in excess of such standard workweek within or outside of any school building.

C. All teachers shall be entitled to a duty-free uninterrupted lunch period equivalent to a regular class hour, in no event less than forty five (45) minutes.

D. Elementary teachers will be provided two fifteen minute relief ~~times~~^{periods} per day. Elementary teacher's of music, and art shall have at least two such periods each day.

ARTICLE V

Teaching Loads and Assignments

A. The normal weekly teaching load in the senior high school will be 25 teaching periods and 5 unassigned preparation periods. The normal weekly teaching load in the junior high schools will be 30 teaching periods and 5 unassigned preparation periods. The normal weekly teaching load in the elementary schools will be 30 teaching periods. No departure from these norms, except in case of emergency, shall be authorized 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 negotiation procedure hereinafter set forth.

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 (not more than one year) and for good cause, outside the scope of their teaching certificates or their major or minor field or study.

C. Teachers who will be affected by a change in grade assignments in the elementary school grades and by

changes in subject assignment in the secondary school grades will be notified and consulted by their principals as soon as practicable and prior to June 1st. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such change.

ARTICLE VI

Teaching Conditions

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

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible, and, whenever rooms will permit, a class load of 30 will be implemented in grades kindergarten through six and a class load of 15 in special classes for handicapped or mentally retarded pupils. The maximum class size per teacher in the secondary schools shall progress towards the following goals:

English	}	
Social Studies		
General Education		
Mathematics		25 pupils
Science		
Language		
Business		
Typing		30 pupils
Industrial Arts		20 pupils
Drafting		30 pupils
Vocational Shops		20 pupils
Homemaking		20 pupils
Music		35 pupils
Art		25 pupils
Health Education		40 pupils
Hygiene		25 pupils
Pool		30 pupils

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 are the 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 and the Board undertakes promptly to implement all joint decisions thereon made by its representative and the Association. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.

C. Materials for a professional library in each building will be purchased by the board upon a written requisition from the ^{Association's} ~~Association's~~ professional library committee.

D. To relieve teachers of cafeteria, patrol, and bus duty the Board agrees to engage aides in the high school, the junior high school, and elementary schools. The aides will handle patrol duties, inventorying of supplies and equipment, duplication of teaching materials, collecting moneys for milk and lunch, and similar non-professional responsibilities.

E. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.

F. The Board shall progress toward providing in each school adequate lunchroom, restroom and lavatory facilities exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted.

G. Telephone facilities shall be made available to teachers for local use.

H. In schools where continuous cafeteria service for teachers is not available, a vending machine for beverages shall be installed at the request of the Association, the proceeds to be used for the existing Teachers Recreational Fund.

I. Adequate parking facilities shall be made available to teachers.

J. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

The private and personal life of any teacher is not within the appropriate concern or attention of the Board.

K. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.

ARTICLE VII

Vacancies and Promotions

A. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least fifteen days. The vacancy, when filled in case of an emergency and on a temporary basis, will be posted the following year.

B. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system

of the district, and other relevant factors. An applicant with less service in the system shall not be awarded such position unless his qualifications therefore shall be substantially superior to applicants with greater service. The Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels. "Service" in the system, for purposes of this Agreement, shall mean continuous employment in a school of the district, including substitute service, irrespective of tenure status, but shall exclude all periods when the teacher was on leave of absence for any cause.

ARTICLE VIII

Transfers

A. Since the frequent transfers of teachers from one school to another is ;disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible.

B. In the event that transfers of teachers appear to be necessary, lists of available positions in other schools shall be posted in the same manner as provided in Article VII.

C. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights

as he may have had under this Agreement prior to such transfer to supervisory or executive status.

ARTICLE IX

Leave Pay

A. Probationary teachers absent from duty on account of personal illness or any other approved reason shall be allowed full pay for 10 days in a school year--unused days cumulative to 30.

All tenure teachers absent from duty on account of personal illness or any other approved reason shall be allowed 15 days in a school year with full pay--unused days cumulative to 90.

B. Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law, shall receive from the Board the difference between the allowance under the Workman's Compensation Law and his regular salary for the duration of the illness with no subtraction of sick leave.

C. A tenure teacher who had exhausted his cumulative sick leave may borrow up to 15 days of additional sick leave on a promisory note basis.

ARTICLE X

Leaves of Absence

A. Any teacher whose personal illness extends beyond the period compensated under Article IX shall be granted

a leave of absence without pay for such time as is necessary for complete recovery from such illness. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.

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

- (1) A maximum of five days per school year for a critical illness in the immediate family.
- (2) One day when emergency illness in family requires a teacher to make arrangements for necessary medical or nursing care.
- (3) Attendance at a ceremony awarding a degree to a staff member for such portion of the day as is necessary.
- (4) One day for attendance at the school graduation of a son, daughter, husband or wife.
- (5) Time necessary for the conduct of personal affairs which cannot normally be handled outside school hours, when such appointments cannot be made at any other time.
- (6) Time necessary for attendance at the funeral service of person whose relationship to the teacher warrants such attendance.

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

- (1) A maximum of five days per school year for a death in the immediate family--as per Section II - 1 and 2.
- (2) Absence when a teacher is called for jury service.

(3) Court appearance as a witness in any case connected with the teacher's employment or the school or whenever teacher is subpoenaed to attend any proceeding.

(4) Approved visitation at other schools or for attending educational conferences or conventions, including Association meetings.

(5) Time necessary to take the selective service physical examination.

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

(1) Study related to the teacher's license field.

(2) Study to meet eligibility requirements for a license other than that held by the teacher.

(3) Study, research or special teaching assignment involving probable advantage to the school system.

The regular salary increment occurring during such period shall be allowed.

E. A teacher absent from work because of mumps, scarlet fever, measles or chicken pox shall suffer no diminution of compensation and shall not be charged with sick leave.

F. A maternity leave shall be granted without pay, commencing not later than the end of the sixth month of pregnancy, except that when this falls within one school month of the end of the semester the teacher may be permitted to complete the semester. The teacher shall be entitled to return from such leave at any time within one year.

G. Leave of absence will be granted of up to two years to any teacher who joins the Peace Corps as a full-time participant in such program. Any period so served shall be treated as time taught for purposes of the salary schedule set forth in Appendix A of this Agreement.

H. Teachers who are officers of the Association or are appointed to its staff should, upon proper application, be given leave of absence without pay for the purpose of performing duties for the Association. Teachers given leaves of absence without pay shall receive credit toward annual salary increment on the schedule appropriate to their rank. Leave is to be limited to one year and must coincide with school year.

I. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States.

Teachers on military leave shall be given the benefit of any increments up to a maximum of 4 years which would have been credited to them had they remained in active service to the school system.

J. The Board shall grant a leave of absence without pay to any teacher to campaign for, or serve in, a public office, providing it does not interrupt the school year.

ARTICLE XII

Insurance Protection

Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board agrees to furnish to all teachers the following insurance protection:

- A. Workmen's Compensation
(Board is to list)

ARTICLE XIII

Teacher Evaluation

A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.

B. Each teacher shall have the right upon request to review the contents of his own personnel file. A representative of the Association may be requested to accompany the teacher in such review.

C. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of discipline 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.

D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance or violation of professional ethics asserted by the Board or any agent or representative thereof shall be subject to the professional grievance negotiations procedure hereinafter set forth.

E. Calendar for Evaluation of Probationary Teacher

This rather strict schedule of visits to new probationary teachers is to "help" them get problems ironed out before bad habits are formed.

SEPTEMBER Orientation of teachers

1. Review of tenure procedure.
2. Review the method that will be used in evaluating the performance of a teacher during the year.

OCTOBER Observation of classroom teacher

1. Begin recording progress of teacher or lack of it.
2. Record visits.
3. Conferences as needed.

NOVEMBER Continue classroom visits

1. Keep accurate records of visits-- time, date, other important information.
2. Confer with others who share responsibility for teacher's performance.

DECEMBER

Continue observations

1. Send memorandum to teacher whose work has been unsatisfactory.
2. Specify the areas where improvement should be made.

JANUARY

Continue observations

1. Present progress report to board of education relative to teacher performance.
2. Inform teachers of progress in writing and in a personal conference.

FEBRUARY

Evaluation month

1. Rate each teacher according to a determined "Evaluation Sheet".
2. Have teacher sign "Evaluation Sheet" indicating that it has been reviewed by the teacher.
3. Place "Evaluation Sheet" in file.
4. Prepare recommendations for the Board of Education.
5. Notify probationary teachers in writing regarding their satisfactory or unsatisfactory service.

MARCH

Notification month

1. Notify teachers of salary statement and reappointment.
2. Notify at least sixty (60) days prior to the close of school any discontinuance of service.
3. Receive statement from certified personnel as to their intent for the next year.

Tenure teachers will be rated on scale once each year, discussed, and given a copy of evaluation. Evaluation instrument attached as Appendix A.

B. Tenure policy attached as Appendix B.

ARTICLE XIV

Protection of Teachers

A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give

all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counsellors, social workers, law enforcement personnel, physicians or other professional persons, when reported to administrator, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense.

D. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

E. The Board will reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises. If a teacher is injured while in the line of duty, free medical, surgical or hospital care will be furnished by the Board at a designated hospital.

F. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.

G. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

ARTICLE XV

Negotiation Procedures

A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this agreement upon request by either party to the other. The parties undertake to cooperate in arranging meeting, selecting

representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. In the event the salary schedule is reopened for negotiation, by either party, as provided in Article III of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least sixty days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party 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 by a majority of the Board of Education and by a majority of the membership of the Association, but the 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 or bargaining, subject only to such ultimate ratification.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate, including the imposition by the Association of professional sanctions to discourage teachers from working in the absence of contract.

ARTICLE XVI

Professional Grievance Negotiation Procedure

A. Definitions

1. A "grievance" is a claim based upon an event or condition which affects conditions or circumstances related to school operation.
2. The "aggrieved person" is the person or persons making the claim.
3. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this contract.
4. A "party of interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
5. The term "days" shall mean ^{pl}calendar days.

B. Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration or proceeding independently as described in Section E of these procedures.

C. Structure

1. There shall be one or more Association Representatives (Building Representatives) for each school building to be selected in a manner determined by the Association.
2. The Association shall establish a Professional Rights and Responsibilities Committee, which shall be broadly representative and which shall serve as the Association grievance committee. In the event that any Association Representative or any member of the PR & R Committee is a party in interest to any grievance, he shall disqualify himself and a substitute shall be named by the Association.
3. The building principal shall be the administrative representative when the particular grievance arises in that building.
4. The Board hereby designates the superintendent as its representative when the grievance arises in more than one school building.

D. Procedure

The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent.

If the grievance is filed on or after June 1, the time limits shall be reduced in order to affect a solution prior to the end of the school year or as soon thereafter as is practicable.

1. Level One

A teacher with a grievance shall discuss it with his immediate supervisor or principal: individually, together with his Association Representative or through the Association Representative.

2. Level Two

- (a) In the event the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance, he may file the grievance in writing with the Association's PR & R Committee. The Association Representative will assist in writing the grievance.

(b) Within five (5) days of receipt of the grievance the PR & R Committee shall decide whether or not there is a legitimate grievance. If the committee decides that no grievance exists and so notifies the claimant, the teacher may continue to process his claim without Association support. If the committee decides there is a legitimate grievance, it shall immediately process the claim with the superintendent of schools. Within ten (10) days from receipt of the grievance by the superintendent he shall render a decision as to the solution.

3. Level Three

In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) days from date of receipt of grievance by the superintendent, he may refer the grievance through the PR & R Committee, to the Board of Education's Review Committee. This committee shall be composed solely of members of the Board of Education. Within ten (10) days from receipt of the written referral by the Board, its Review Committee shall meet with the Association's PR & R Committee chairman and the Association's Negotiating Team for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision shall be rendered within ten (10) days.

4. Level Four

In the event the grievance is not satisfactorily resolved at Level Three, or if no decision is reached within the 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.

E. Rights to Representation

Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person. Provided, however, that any teacher may in no event be represented by an officer, agent, or other representative of any organization other than the Association. Provided further, when a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance processing.

F. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice or record. However, if, in the judgment of the Association Representative or the PR & R Committee, the grievance affects a group of teachers, the PR & R Committee may process the grievance at the appropriate level.
2. The grievance discussed and the decision rendered at Level One must be placed in writing upon request of either party. Decisions rendered at all other levels shall be in writing and shall promptly be transmitted to all parties of interest.
3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
4. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
5. Forms for filing and processing grievances shall be designed by the superintendent and the PR & R Committee, shall be prepared by the superintendent, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
6. Access shall be made available to all parties, places, and records for all information necessary to the determination and processing of the grievance.

ARTICLE XVIII

Miscellaneous Provisions

A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:30 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

B. No polygraph or lie detector device shall be used in any investigation of any teacher or pupil.

C. The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the district and the Association shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereto prior to general publication.

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

E. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

F. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

G. 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.

H. This Agreement shall not be effective until approved as to form by counsel for the Michigan Education Association, whose approval shall be noted thereon. Such approval shall in no way constitute the Michigan Education Association or its counsel a party to this Agreement, which shall be exclusively between the Board and Association named in the first paragraph of this Agreement.

ARTICLE XIX

Duration of Agreement

This Agreement shall be effective as of _____ and shall continue in effect for one (1) year until the _____ day of _____, 196 ____ . This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

By _____
Its President

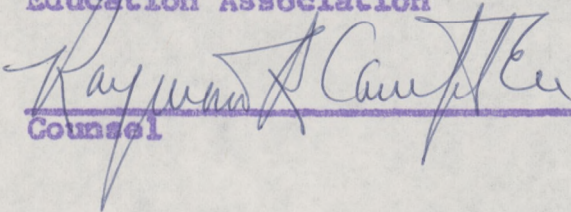
By _____
Its Secretary

EDUCATION ASSOCIATION

By _____
Its President

By _____
Its Secretary

Approved as to
form by Michigan
Education Association



Counsel

SCHEDULE A

I. The following shall be the schedule of basic teacher salaries:

<u>STEPS</u>	<u>INDEX</u>	<u>B.A.</u>	<u>INDEX</u>	<u>M.A.</u>
1.	1.00	\$5400	1.06	\$5724
2.	1.04	5616	1.10	5940
3.	1.08	5832	1.14	6156
4.	1.12	6048	1.18	6372
5.	1.16	6264	1.22	6588
6.	1.21	6534	1.26	6804
7.	1.26	6804	1.31	7074
8.	1.31	7074	1.36	7344
9.	1.36	7344	1.41	7614
10.	1.42	7668	1.47	7938
11.	1.48	8000	1.54	8300

This salary schedule shall remain in effect for one year only. However, upon written notice to the other party, at least sixty (60) days prior to the first day of May of every year of this Agreement, or 90 days any-time, either party may request the reopening of negotiation of this salary schedule.

II. Credit for experience outside the school system shall be evaluated by the Board and credit shall be allowed whenever the prior service of the teacher is deemed satisfactory. Full credit shall be given for the first five

years with option to ten years of experience but no credit shall be given for a fractional part of a year. Teachers shall be advanced one step on the salary schedule for between one and three years of active military service and two steps for active military service in excess of three years.

III. Increments become effective September 15 of each year and advancement under the salary schedule shall be automatic as of September 15 or February 15 following completion of required academic or professional courses.

IV. In addition to the basic teacher salary as provided in the foregoing, there shall be paid the following further sums:

EXTRA-CURRICULAR SCHEDULE

<u>POSITION</u>	<u>NEW SCHEDULE</u>
Athletic Director	\$600
Head Football	500
Assistant Football	300
* " "	300
J.V. Football	300
Freshman Football	250
8th Grade Football	200
*7th Grade Football	200
Varsity Basketball	500
J. Varsity Basketball	300
Freshman Basketball	250
8th Grade Basketball	200
7th Grade Basketball	200
6th Grade Basketball	200
Girls' Basketball	200
Varsity Wrestling	500
Ass't. Wrestling	225
Jr. High Wrestling	125
*Cross Country	225
Varsity Track	300
*Assistant Track	175
Varsity Baseball	300
J. V. Baseball	225
Head Golf	175
Sr. Sponsor	125
Jr. Sponsors (2)	125
Sr. Play	125
Jr. Play	125
Sr. High newspaper advisor	125
Jr. High newspaper advisor	100
Sr. annual	125
Shop management	
Band Director	350
Ass't. Band Director	250
Vocal Director	350
Cheerleading Coach	100
Jr. High Cheerleading Coach	75
Audio Visual	
	\$8725

* NOT YET APPROVED BY BOARD

V. Substitute teachers without degree shall receive \$18 per diem and with degree shall receive \$22 per diem.

APPENDIX A

DURAND AREA SCHOOLS

Principal's Report on Teacher Growth

Name _____ Building _____ Date _____

Status: Probation year _____ 1 _____ 2 _____ 3 _____ On Tenure

Date of last classroom visit _____

I. PERSONAL QUALIFICATIONS

1. Exemplifies Professional Point of view
2. Evidences Social Sensitivity and Responsibility
3. Has insight into self as a Teacher
4. Shows Evidences of Mature Behavior and Emotional Stability
5. Accepts Suggestions and Ideas of Fellow Educators, Specialists and others
6. Respects the Worth of Individuals
7. Is Dependable
8. Works Harmoniously with Members of School Family, including Custodians, etc.
9. Has Physical Stamina
10. Maintains Appropriate Grooming, Dress, Posture

Level of Performance				
low				high
1	2	3	4	5

II. RELATIONSHIPS WITH CHILDREN

11. Classroom Management
12. Provides Natural, Liveable Atmosphere of controlled Freedom in the Classroom
13. Develops Character Values
14. Creates a Learning Atmosphere
15. Provides for Individual Differences

III. TEACHING EFFECTIVENESS

16. Formulates Objectives of Teaching
17. Takes Responsibility for Planning
18. Achieves Quality of Learning Experiences

- 19. Effects Growth in Oral Communication
- 20. Effects Growth in Written Expression
- 21. Arranges Physical Environment
- 22. Utilizes Instructional Materials
- 23. Evaluates

	1	2	3	4	5

IV. RELATIONSHIP WITH THE COMMUNITY

- 24. Extends Class Activities to School Community
- 25. Encourages Parent Cooperation

This evaluation sheet has been reviewed with me.

Teacher

Principal or Supervisor

GUIDE FOR EVALUATION OF PROFESSIONAL GROWTH FOR TEACHERS

I. PERSONAL QUALIFICATIONS

From 1

Toward 5

1. EXEMPLIFIES PROFESSIONAL POINT OF VIEW.

Considers teaching merely a job for making a living (i.e. reluctant to assume duties beyond prescribed classroom performance).

Considers teaching a job with responsibility of service. Willingly assumes a fair share of school "duties". Shows some evidence of professional growth through study, travel, extension classes, summer school.

Considers teaching an opportunity for the highest type of service. Takes responsibility for own professional growth. Contributes time and energy to the advancement of education (i.e., participates in student teacher training, carries on job improvement research, interprets and incorporates research findings. Initiates and takes responsibility for individual contribution to the total school program).

2. EVIDENCES SOCIAL SENSITIVITY AND RESPONSIBILITY.

Is self-centered and inconsiderate; disregards professional ethics.

Is considerate, alert and responsible; cooperates with others.

very interested in welfare of others; uses good judgment in assuming responsibility for self and others. Is loyal to the policies and personnel of the school.

3. HAS INSIGHT INTO SELF AS A TEACHER.

Has many weaknesses but fails to recognize them or to work toward self improvement.

Is aware of some strengths and weaknesses and makes conscious efforts to improve. Is somewhat informed on subjects vital to good citizenship.

Is aware of own strengths and weaknesses; is alert to new ideas and strives for self improvement. Keeps well informed on many topics vital to living in today's world.

4. SHOWS EVIDENCE OF MATURE BEHAVIOR AND EMOTIONAL STABILITY.

Is consistently tense, negativistic, disinterested, indifferent; shows need to dominate and control others; is unduly submissive; withdraws from social contacts.

Has fair degree of stability and maturity. Shows growth toward stability and maturity.

Free from tension, consistently controlled; self-directive; enthusiastic and interested. Is able to deal rationally with personal and professional problems.

5. ACCEPTS SUGGESTIONS AND IDEAS OF FELLOW EDUCATORS AND "SPECIALISTS" AND OTHERS.

Refuses to listen, interrupts, fails to comprehend; or ignores suggestions. Security is threatened by new ideas.

Growing evidence of ability to incorporate suggestions and ideas of others.

Solicits suggestions; able to listen, comprehend, interpret and use ideas. Is skillful in collaborating with others in thinking and acting.

6. RESPECTS THE WORTH OF INDIVIDUALS.

Has strong likes, dislikes toward people. Uses sarcasm to put "children" in their place.

Tries not to let personal views interfere with relationships.

Believes in the worth of each individual and in reasoned action as the means of meeting problems and improving living in a social world.

7. IS DEPENDABLE.

Is often late in arriving at school or at meetings and in turning in reports and carrying out assignments. Reports are carelessly done.

Usually punctual. Reports and assignments fairly well done.

Is regular in attendance and meets classes and work assignments punctually. Keeps accurate and neat records.

8. WORKS HARMONIOUSLY WITH MEMBERS OF SCHOOL FAMILY, INCLUDING CUSTODIANS, ETC.

Finds fault with other teachers, custodians, etc.

Is considerate of other workers.

Includes all members of the school's family in plans and works cooperatively with them.

9. HAS PHYSICAL STAMINA.

Lacks vitality; frequently ill; physical handicap interferes with teaching effectiveness.

Fairly vigorous; good health, not often ill.

Is alert, exhibits physical and good mental health.

10. MAINTAINS APPROPRIATE GROOMING, DRESS, POSTURE.

Untidy, careless, grooming inappropriately dressed; careless posture

Fairly well dressed; gives attention to appropriate dress and posture.

Consistently well-groomed, appropriately dressed, good posture.

II. RELATIONSHIPS WITH CHILDREN

11. CLASSROOM MANAGEMENT.

Routines handled inefficiently. Confusion usually exists while passing out papers. Difficulty getting pupils in seats and quiet so instruction can be effective.

Seeks suggestions and ways to reduce "waste" time. Evidences improvement in accomplishing routines. Begins delegating some of these tasks to pupils.

Minimum of time required to make room physically comfortable; pass out papers, and establish environment to begin instruction. Utilizes pupils to accomplish routine tasks. Pupils proved to assume delegated responsibility. Confusion is absent.

12. PROVIDES A NATURAL, LIVEABLE ATMOSPHERE OF CONTROLLED FREEDOM IN THE CLASSROOM

Mechanical direction by teacher; seeks rote response from pupils; absence of teacher control; lack of organization; general atmosphere chaotic.

Sympathetic, understanding direction by teacher; concern for each child as well as group as a whole.

Teacher poised, interested, natural; children self-directive and free from tension; comfortable, happy living and learning. Develops a relationship with children that is warm, outgoing and inspiring and yet professional.

13. DEVELOPS CHARACTER VALUES

Little regard for character development; unaware of selfish motives and "every man for himself" behavior.

Uses daily opportunities to guide children toward concern for others; encourages willingness to help others in difficulty; encourages honesty and fair play.

Development of superior quality of character (i.e. respect for others, honesty and fair play, willingness to work, appreciation of beauty, feeling of brotherhood.)

14. CREATES A LEARNING ATMOSPHERE.

Shows indiscriminate authoritarian behavior in directing children OR gives children complete control without consideration for welfare of group in classroom and whole school.

Develops readiness and achieves a fair quality of student participation in the classroom.

Encourages procedures which reflect respect for the worth and dignity of every individual; guidance toward increased independence in planning, assuming responsibilities and evaluating.

15. PROVIDES FOR INDIVIDUAL DIFFERENCES.

Expects all children to develop at same rate and expects uniform performance and achievement from all children.

Recognizes individual rate of growth; guides experiences so that many children achieve maximally.

Respects individuality in children; provides for maximal growth of every child.

III. TEACHING EFFECTIVENESS

16. FORMULATES OBJECTIVES OF TEACHING.

Objectives limited to routine skills included in the text or workbook.

Objectives whether immediate or long range stated specifically rather than in vague generalities; experiences of children purposeful.

Realistic objectives recognized as individual behavioral changes including concepts, values, and skills; cooperative development of objectives by teacher and children.

17. TAKES RESPONSIBILITY FOR PLANNING.

No pre-planning. Children regimented into teacher-made schedule; lack of pre-planning on part of teacher; plans below OR beyond children's ability.

Flexible daily schedule; teacher plans and organizes for successful learning outcomes. Utilizes curriculum guides and manuals. Adequately recorded weekly plans. Shows improvement in planning in relation to children's interests and abilities.

Careful pre-planning, which includes long range aspects of planning. Utilizes resource people and administrative help; provides guidance toward individual growth in group planning. Uses daily schedules as an aid in developing a feeling of security and a sense of order.

18. ACHIEVES QUALITY OF LEARNING EXPERIENCES.

Primarily memorization of information and routine mastery of skills. Assignments made with little relationship to real purposes of education.

Some learning experiences organized in a meaningful way around persistent problems of living.

Helps children to realize their own objectives and organize subject matter. Plans systematically the experiences through which their objectives can be achieved.

19. EFFECTS GROWTH IN ORAL COMMUNICATION.

Uses English slovenly; shows poor organization in oral expression; fails to put ideas across; disregards or is ineffective in helping children grow in oral communication.

Fairly effective in oral communication. Quality of voice ;is clear and pleasant.

Evidences knowledge of correct English usage; wealth of ideas; organized thinking provides opportunities for creative expression.

20. EFFECTS GROWTH IN WRITTEN EXPRESSION.

Written communication disorganized OR meaningless in content; incorrect spelling, poor quality of manuscript or cursive writing.

Growing consistency in quality of written expression; growing effectiveness in helping children toward better written self-expression.

Clear concise written expression of relevant ideas; high quality of usage; capitalization; punctuation, and manuscript or cursive forms; incorporates growth in these areas among children in related, purposeful experiences. Rich background experiences and ideas which motivate creative expressions.

21. ARRANGES PHYSICAL ENVIRONMENT.

Colorless, drab, cluttered room; teacher unaware of physical environment and its importance.

Evidence of teacher-child cooperation in care and planning of attractive room.

Room reflects interests and experiences of children; colorful, attractive, livable; orderly environment conducive to learning. Arrange efficiently the mechanical details of the classroom. (i.e. the care of materials, etc.). Controls physical aspects as far as possible (lights, ventilation, heat, etc.) Reports to proper person those needing attention.

22. UTILIZES INSTRUCTIONAL MATERIALS.

Textbooks and workbooks predominate; few reference and audio-visual materials used effectively.

Fairly good reference materials and some audio-visual aids used.

Teacher and children bring in many outside materials; effective and discriminative use of much reference and audio-visual aids. Effective use of a wide variety of prepared and original materials (i.e. chalkboards, bulletin boards, felt boards, radio, television, recordings, films, literature, reference books, maps, globes, library magazines, periodicals, newspapers, models, specimens, exhibits, community resources, people, places, activities).

23. EVALUATES.

Meager understanding of evaluation processes. Failure to relate outcomes to objectives.

Evaluation based on tests and teacher judgments, limited to academic performance; standards of achievement narrow; children have limited share in evaluation.

Continuous multiple evaluation based on well understood and defined objectives, is an integral part of the total learning process and includes a wide variety of appraisal techniques by teacher and children; outcome related to objectives.

IV. RELATIONSHIP WITH THE COMMUNITY

24. EXTENDS CLASS ACTIVITIES TO SCHOOL COMMUNITY WHERE SUCH INTERACTION IS MUTUALLY BENEFICIAL

Conducts class activities independently of school-wide, system-wide, community-wide groups.

Becomes acquainted with total school program. Assumes responsibility for guiding children through the total school experience.

Sees schools as a cooperative democratic community, cooperates in inter-class, school system, and community-wide activities; utilizes school community resources for profitable learning.

25. ENCOURAGES PARENT COOPERATION.

Does own "job" and expects parents to do theirs; OR accepts verbally the need for cooperation but does nothing to further it.

Courteous and helpful to parents; invites their cooperation. Interprets pupil progress through the scheduled teacher-parent conference.

Seeks parent interest and participation in the school to the end that all work cooperatively for maximal development of children; is able to interpret the progress of children to parents with sympathy, understanding and accuracy; keeps parents well-informed as to the work of the school. Considers carefully and takes appropriate criticism.

APPENDIX B

TENURE POLICY OF THE TEACHERS OF THE DURAND AREA SCHOOLS

Definition: "Tenure is a system through which the best possible teaching staff is secured, developed and retained. It gives security to good teachers and provides an orderly method of dismissal of incompetent teachers."

Purpose: We firmly believe that Tenure will provide better instruction for the children of the School District of the Durand Area and will make teaching a more desirable profession because it will enable teachers to match in professional responsibility the privilege of the security it confers.

I. Employment under Tenure

Under Tenure, we believe it is of the utmost importance that superior teachers be secured and retained on the staff. Recognizing that it is an administrative function to hire teachers, we also believe that teachers are in an advantageous position to help in evaluating their co-workers. The superintendent's work of issuing tenure contracts to teachers would be much easier if he could rely on the recommendations of his teachers.

II. In-Service Evaluation and Procedures

We believe that in order to have the highest type of efficiency in teaching personnel, it is necessary to have a means of making a newcomer familiar with the tenure policies and the traditions of the Durand Area System. The following plan may serve as a guide for this operation.

At the first faculty meeting of the fall semester, or before, the principal will appoint a tenure coach for each probationer.

A. Qualifications and Duties of a Tenure Coach:

1. Must be a tenure teacher.
 - a. Must have been in the Durand Area Schools a minimum of one school year.
2. Shall make the newcomer familiar with the traditions and policies of the school system.
 - a. Routine
 - b. Professional organizations.
3. Shall help the new teacher adjust in his relationship with the adult personnel in his building.

4. (a) Shall answer such questions as the probationer may present regarding school routines, procedures and policies.
- (b) To help in the personal adjustment of the new teacher to the school-community life, and to offer constructive suggestions to encourage the probationer while at the same time establishing helpful, friendly relations between the two.
- (c) As a helper to consider the worth of the probationer.
 1. Through casual visitations.
 2. Through general impressions received in talking with fellow teachers.
- (d) The Coach formulates his impressions, only for the purpose of reporting to the System Tenure Committee, in order to assist that committee in its recommendations relative to the continuing service of the probationer.
- (e) At no time should the Coach assume the position of being a supervisor of the classroom work of the probationer; rather he stands in the position of a friendly counselor and helpful personal advisor.
- (f) Whenever possible, principals should arrange opportunities for the Coach to observe the probationer at work and in turn arrange for the probationer to visit the Coach at work.
- (g) Whenever possible, the Coach should not be a Tenure Committee member.

B. System Tenure Committee.

1. This committee is made up of 1 member from each building, preferably members of the DEA, plus the superintendent or his assistant, and a member of the Board of Education. Building Principals and the DEA President may act as advisory members of this group.
 - (a) The building representatives will be elected as follows:
 - (1) Two members for 3 years.
 - (2) Two members for 2 years.
 - (3) Two members for 1 year.
2. The System Tenure Chariman shall be nominated by the System Tenure Committee. The System Tenure Committee Chairman shall be elected by the tenure teachers on the faculty at the annual spring election of the DEA officers. The System Tenure Committee Chairman may be any member of the faculty on tenure. The term of office shall be two (2) years.

- (a) A system Tenure Committee Chairman Elect shall be elected at the conclusion of the System Tenure Chairman's first year in office.
 - (b) In the event of a vacancy left by the resignation or retirement of the System Committee Chairman, a new chairman shall be elected by the System Tenure Committee at its first meeting following the resignation or retirement of the System Chairman, this meeting to be called by the DEA President in the month of September.
3. Matters which concern the whole school system in the operation of Tenure, may be considered by this body. All recommendations for dismissal of tenure teachers may be considered by this body.
 4. The System Tenure Committee shall meet the third Wednesday in September for the purpose of organization, and once each month or as often as the committee feels necessary. Additional meetings may be called by the System Tenure Committee Chairman as the need arises.
 5. A secretary shall be elected by the System Committee to write minutes of each meeting. A copy of minutes shall be sent to all System Tenure Committee members and all principals and the DEA President.

III. Conclusion: We believe that tenure will be of invaluable assistance:

- (a) To Principals in the evaluation of their teaching staffs, as they will have the support and help of their teachers by asking cooperation in determining whether a probationer possesses the necessary requirements to make a successful teacher in that building.
- (b) To the teachers, upon whose shoulders will fall some responsibility for the welfare of their profession.
- (c) To the superintendent, who will have evaluation from Tenure Committees, and Principals, to back his decisions.
- (d) To both Administration and Staff because it could encourage a very fine sense of responsibility, fellowship and helpfulness in working together for the improvement of the system.

APPENDIX C

CALENDAR FOR 1966-1967

September 5	Labor Day
September 6	Orientation for Teachers (no school for students)
September 7	Enrollment for students--A.M. Teacher's meetings--P.M.
September 8	Classes begin
October 6-7	M.E.A. Meeting for teachers
November 24 (noon dismissal)	Thanksgiving Recess
November 28	School resumes
December 21	Christmas vacation begins (school on 21st)
January 3	School resumes
January 26-27	Semester break--two full days for grading exams, recording, preparing for next semester)
February 3	County Institute
March 22	Easter recess begins (school on 22)
March 29	School resumes
May 29-30	School closed for Memorial Day
May 31	School resumes
June 4	Baccalaureate
June 7	Commencement
June 8	No classes
June 9	School closes

OTHER PROVISIONS

1. No classes in the high school on October 20 (first day of pheasant hunting).
2. One day per semester for grade schools for teacher-parent conferences; No classes.
3. These days for parent-teacher conferences are to be set by the principal.