

Aug. 31, 1975

MASTER AGREEMENT

Between

THE BOARD OF EDUCATION

And

THE EAU CLAIRE EDUCATION ASSOCIATION

*Eau Claire Board of Education*

Eau Claire Public Schools  
Eau Claire, Michigan

*Eau Claire Public Schools  
W. Main St.  
Eau Claire, Michigan 49811*

1974-1975



MASTER AGREEMENT  
Between  
THE BOARD OF EDUCATION  
And  
THE EAU CLAIRE EDUCATION ASSOCIATION

This agreement entered into this 1st day of September, 1974 by and between the School District of Eau Claire, Michigan, hereinafter called the "Board", and the Eau Claire 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 Eau Claire 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 members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

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

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

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



TABLE OF CONTENTS

ARTICLE		PAGE
	Witnesseth-----	
I	Recognition-----	1
II	Board Rights-----	2
III	Association and Teacher Rights-----	3
IV	Professional Qualifications-----	5
V	Professional Behavior-----	6
VI	Teacher Evaluation-----	8
VII	Professional Grievance Procedure-----	13
VIII	Teaching Conditions-----	16
IX	In-Service Professional Education-----	21
X	Protection of Teachers-----	22
XI	Supervision of Student Teaching-----	25
XII	Professional Compensation and Fringe Benefits-----	26
XIII	Vacancies, Promotions and Transfers-----	29
XIV	Continuity of Operations-----	31
XV	Reduction in Personnel-----	32
XVI	Personal Leave-----	35
XVII	Leaves of Absence-----	38
XVIII	School Calendar-----	40
XIX	Duration of Agreement-----	41
XX	Professional Negotiations-----	42
	Addenda	
	Schedule A - Salary-----	43
	Schedule B - Extra Duty-----	44
	Schedule C - Grievance Report Form-----	46
	Schedule D - School Calendar-----	49



ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative, as defined in Section Eleven of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure, probation, classroom teachers employed or to be employed by the Board, all special education teachers, guidance counselors and librarians. Such representation shall exclude Superintendents, Principals and any other personal engaged 50% of the time in supervision of professional personnel.

Representation shall also exclude all office and clerical, custodial, transportation, cafeteria personnel and teacher aides. The term "teacher", when used hereinafter in this Agreement shall refer to all professional or certified employees represented by the Association in the bargaining or negotiating unit as above defined.

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. The individual teacher may request the presence of the Association.

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



ARTICLE II

SCHOOL BOARD RIGHTS

A. The Association recognizes that the Board has the responsibility, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and/or the United States, including, but without limiting the generality of the foregoing; the management and control of school properties, facilities, grade plans and courses of instruction, athletic and recreational programs, methods of instruction, materials used for instruction, and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel.

The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules, regulations and policies, as it may deem necessary, shall be limited only by the specific and express terms of this agreement.



### ARTICLE III

#### ASSOCIATION AND TEACHER 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 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 cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to 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 Association shall have the right to use school buildings and facilities other than during regular school hours for meetings, conferences, and other functions connected with the activities of the Association upon approval of the building principal or superintendent in absence of the principal.

C. The Board agrees to furnish to the Association in response to requests all available information concerning the financial resources of the district, annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including county allocation board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and membership data,



names and addresses of all teachers and such other information as is generally available to the public and will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students. Information in personnel files excluded.

D. The Board shall consult with the Association on any new tax programs, construction programs (exclusive of site options), or major revisions of educational policy, which are proposed or under consideration, and the Association shall be given the opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication. The Board shall not submit any proposal for additional operational or building millage without prior consultation with the Association.

E. No teacher shall be offered a contract to teach in the Eau Claire Public Schools whose sixty-sixth (66th) birthday falls after July 1 of such school year as would be covered by the contract.

Contracts on a yearly basis may be granted at the option of the Board of Education upon review of a written request from the teacher and upon recommendation of the School Administration.

F. The Association shall have membership on the school calendar committee and school handbook committee.

G. The Eau Claire Education Association is herein guaranteed to have the first place for new business on the agenda for each regular school board meeting provided:

1. That the Eau Claire Education Association business has been submitted to the Eau Claire Public Schools Administration by no later than the Wednesday noon preceeding the regular board meeting.

2. That the above indicated items of business appear on the agenda of that board meeting as Eau Claire Education Association business and not as business relative to any specific teacher or to any specific Eau Claire Education Association member.



ARTICLE IV

PROFESSIONAL QUALIFICATIONS

A. The Board of Education shall employ in the Eau Claire Public Schools only teachers with a minimum of a bachelor's degree and with certification in accordance with the requirements of the Department of Education and the University of Michigan Accrediting Division.

B. The Board and the Association, in recognition of the desirability of multi-ethnic representation on the teaching faculty, hereby declare a policy of actively seeking multi-ethnic personnel.

C. In order to have the most qualified teaching staff possible, teachers will notify the Board in writing as early as possible if they plan to leave the school system at the end of the school year.

D. In recognition of inherent responsibilities to students, teachers shall not ask to be released from their contracts prior to the ending of the school year. In the event that extenuating circumstances, not covered by the Master Agreement, require a teacher to ask for early release from his contract, the teacher shall provide full written particulars to the Superintendent no later than fifteen (15) calendar days prior to said teacher's intended date of departure.

Should said teacher fail to provide the required written particulars at least fifteen (15) calendar days prior to his departure, the Board may, at its discretion, insert an official letter of reprimand into said teacher's personal file.

E. All teachers new to the school system shall be required to serve two years probation.



## PROFESSIONAL BEHAVIOR

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

B. The 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.

C. The Association recognizes that abuses of personal leave or other leaves, chronic tardiness or absence, willfull deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline and/or of the Code of Ethics of the Education Profession shall be promptly reported to the offending teacher and the appropriate Association Ethics Committee. The Ethics Committee shall investigate the issues relative to the allegations, and shall render to the involved teacher a written statement of the charges and a summary of evidence obtained. The Ethics Committee report shall also include recommendations for correcting any problems substantiated by available information and evidence. In the event that said teacher feels the Ethics Committee report to be incomplete, inaccurate or unjust, said teacher may put his objections in writing and have them attached to said report. Copies of Ethics Committee reports and copies of teacher responses thereto shall be sent to the



building principal. The Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher.

D. A teacher shall at all times be entitled to have present a member of the Association when he is being formally 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 the member of the Association is present. This section shall not be interpreted to interfere with the responsibility of supervisors to provide constructive criticism for improvement of instruction.

E. No teacher shall be discipline, 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 any agent or representative thereof shall be subject to the professional grievance negotiations procedures hereinafter set forth.



ARTICLE VI  
TEACHER EVALUATION

The parties recognize the importance and value of developing 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 these goals.

A. The performance of all teachers shall be evaluated in writing. All evaluations shall be based upon valid criteria for evaluating professional growth as jointly determined by the Board and the Association. Evaluations shall be of two types:

1. SPECIFIC EVALUATIONS shall be conducted in the classroom openly and with full knowledge of the teacher for a period of time not less than thirty (30) consecutive minutes. Specific Evaluations shall be restricted to events and conditions present in the classroom during the time of said evaluations.

Copies of the Specific Evaluations shall be submitted to the teacher at the time of personal interview, which shall be held within ten (10) school days of the evaluations; one copy to be signed by said teacher indicating full knowledge of its contents and returned to the Administration within five (5) school days for submission into said teacher's personal file, and the other copy to be retained by the teacher. In the event that a teacher feels his Specific Evaluation was incomplete, inaccurate or unjust, said teacher may put his objections into writing and have them attached to said evaluation for submission into his personal file.



2. GENERAL EVALUATIONS are intended to reflect a teacher's overall professional profile, and may include factors and/or conditions not recorded or recognized during Specific Evaluations. General Evaluations may appropriately include Specific Evaluations, reports made by Association Ethics Committees, reports made by Association Tenure Committees and other information previously made known to and discussed with said teacher. General Evaluations shall indicate for each teacher recommendations relative to continued probation, accordance of tenure status or denial of a contract for the ensuing school year.

Copies of the General Evaluation shall be submitted to the teacher; one copy to be signed by said teacher indicating full knowledge of its contents and returned to the Administration within five (5) school days for submission into said teacher's personal file, and the other copy to be retained by the teacher. In the event that the teacher feels his General Evaluation was incomplete, inaccurate or unjust, said teacher may put his objections into writing and have them attached to said evaluation for submission into his personal file.

B. All teacher evaluations shall be conducted by building principals, assistant principals and/or other full time administrator. Advisory teachers shall evaluate their assigned probationary teachers. Evaluations of Probationary Teachers shall include at least two Specific Evaluations to be conducted on or before November 1 and February 1 and two General Evaluations to be completed on or before December 15 and March 15. Evaluations of Tenure Teachers shall consist of at least two General Evaluations to be completed prior to December 5 and March 5. In the event an evaluator is not satisfied for any reason with an evaluation he has conducted, he may amend his opinions in writing to said evaluation, but he shall not destroy or have destroyed said evaluation.



C. Every probationary teacher shall be assigned by the Administration to an advisory teacher. The advisory teacher, insofar as possible, shall be a tenure teacher with a minimum of three (3) years teaching experience and shall be engaged in teaching within the same grade, building or discipline as the probationary teacher.

It shall be the duty of the advisory teacher to assist and counsel the probationary teacher in acclimating to the teaching profession and to the school system.

The advisory teacher shall on or before February 15 submit to the appropriate Association Tenure Committee a written summary of his assigned probationary teacher's (..S') progress. This written report shall be based upon observations of the probationary teacher in a total school situation and shall include only information previously made known to and discussed with said probationary teacher. A copy of said written summary shall be submitted to said probationary teacher before said summary is forwarded to the aforementioned Tenure Committee. In the event that the probationary teacher feels his progress summary was incomplete, inaccurate or unjust, said probationary teacher may put his objections in writing and have them attached to said summary for submission to the Tenure Committee.

D. The Association Teacher Evaluation Committee shall be advisory only in nature and shall not be construed to supercede or detract in any way from the authority of the Administration and the Board of Education.

The Association Teacher Evaluation Committee representing both Elementary Teachers and the Junior-Senior High School Teachers respectfully shall on or before March 1 submit to the Administration a brief written report concerning each Probationary Teacher. A copy of this report shall be provided to said Probationary Teacher, Building Principal and Superintendent. Said report shall recommend second year probation, third year probation or tenure status and shall include rationale to support such recommendation. The



committee report shall be based upon valid criteria for determining professional advancement which are consistent with the Code of Ethics of the Education Profession.

E. Not later than sixty (60) calendar days before the end of the current school year, each teacher shall receive written notification from the Board of the Board's intent to rehire or not to rehire said teacher for the ensuing school year. Failure by the Board to provide said written notification shall be considered as conclusive evidence that the Board intends to rehire said teacher for the ensuing school year except in case of staff reduction made necessary by financial reasons.

The written notification to any teacher whose services are being considered for termination shall be by registered mail from the Board explaining the reasons why said teacher will not be rehired for the ensuing school year. Refusal by the Board to offer a contract to a teacher for the ensuing school year shall be grounds for a grievance. In the event a grievance is instituted by a terminated teacher, all evaluations and responses thereto shall be admissible evidence.

F. Each teacher shall have the right, upon his request, to review the contents of his own personal file. A representative of the Association may, at the teacher's request, accompany said teacher in this review. Each teacher's personal file shall contain, but shall not be limited to, the following items of information:

- Annual TB test reports and other required medical data
- Copies of all teacher evaluations and teacher responses thereto, if any
- Copies of annual contracts
- Teacher certificate or a copy thereof



Current transcripts of academic records

Tenure recommendation

No material may be placed in a teacher's personal file without first allowing said teacher an opportunity to submit a written response thereto. Said written response, if made, shall also be placed in said teacher's personal file.



## ARTICLE VII

### PROFESSIONAL GRIEVANCE PROCEDURE

A. If a teacher has a complaint regarding any condition of employment covered by the Michigan Teacher Tenure Act, such complaint or grievance shall be dealt with exclusively through the provisions of said Act and the Established procedures thereof.

B. A claim by any teacher, group of teachers or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this agreement or any existing rule, order or regulation of the Board or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours or terms or conditions of employment may be grounds for a grievance.

C. Step 1. In the event a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal within two (2) working days after the occurrence of the event upon which it is based. The teacher shall be entitled to have an Association representative present during such discussion. In the event the teacher chooses to have an Association representative present, the principal shall be entitled to have present a member of the administrative staff.

Step 2. If as a result of the informal discussion with the building principal, a grievance still exists to be further processed hereunder, the grievance must be reduced to writing--state the facts upon which it is based, when they occurred, specify the section of the contract which allegedly has been violated, must be signed by the aggrieved teacher or teachers or by the Association representative, and must be presented to the building principal concerned with the problem within three (3) working days after the oral conference referred to above. The building principal shall give the aggrieved teacher a written answer within five (5) working days after receipt of the



written grievance and give a copy thereof to the chairman of the Association's grievance committee and to the Superintendent of Schools.

Step 3. If the aggrieved teacher desires to appeal the decision of the principal either he or the chairman of the Association's grievance committee shall notify the Superintendent, in writing, of the desire to appeal within three (3) working days after receipt of the principal's answer. The Superintendent shall meet with the teacher and the Association representative within five (5) working days after receipt by the Superintendent of the written notice of appeal. The Superintendent shall prepare the written second step answer and give one (1) copy thereof to the aggrieved teacher and one (1) copy to the chairman of the Association's grievance committee within five (5) working days after such meeting.

Step 4. In the event the grievance is not resolved by the third step, the matter may be appealed to the Board of Education providing a written notice of such appeal by the aggrieved teacher or Association's Representative is presented to the secretary of the Board of Education within ten (10) working days after receipt of the third step answer. If such appeal is taken, the Board of Education in executive session, or a committee of members shall meet with the Teacher and Association's Representative to attempt to resolve the grievance with five (5) working days after receipt of the notice of appeal to this step. A copy of the Board's disposition of the grievance shall be given to the Association and the teacher involved within five (5) working days after such meeting.

Step 5. If, at this point, the grievance has not been satisfactorily settled, either party hereto shall have the right to submit such grievance to arbitration by the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules, then obtaining, providing such submission is made within thirty (30) calendar days after receipt by the Association of



the Board of Education's Fourth Step answer. If the grievance has not been submitted to arbitration within said thirty (30) calendar day period, it shall be considered as being withdrawn by the Association. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by the Board of Education and the Association.

D. The time limits at any step of the grievance procedure may be extended by mutual agreement. In the event a grievance is not appealed from one step to the next within the time limits specified, the grievance shall be deemed to have been settled on the basis of the last answer thereto. In the event a grievance is not answered at any step of the grievance procedure within the specified time limit, the grievance may, at the discretion of the Association, be advanced to the next step.

E. If a grievance involves a group or class of teachers under more than one (1) administrator or supervisor, it shall be initiated at the second step of the grievance procedure.

F. No reprisals of any kind will be taken by either party or by any member of the administration against any party in interest, any school representative, any member of the Association's Grievance Committee or any other participant in the grievance procedure by reason of such participation.

G. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

H. The form for filing a grievance is Appendix E of this Agreement.



## ARTICLE VIII

### TEACHING CONDITIONS

Both Parties agree 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 the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed as insuring that the energy of the teacher is primarily utilized to this end.

A. Since pupils are entitled to be taught by a teacher who is working within his area of competence, all teachers shall be assigned in their major or minor fields of study. Any exceptions to this would require two years of experience in that field and the consent of the teacher involved.

B. Teachers shall report to their assigned buildings no later than 15 minutes prior to the student entry bell, and will be in their classrooms and/or their assigned buildings at least fifteen (15) minutes after the close of the pupil's school day to attend to those matters which properly require attention at the time, including faculty meetings, consultations with parents when scheduled directly with the teacher and conferences and meetings with the Administration. On Fridays and day preceding holidays or vacations the teacher's day shall end at the close of the student's day.

C. The normal weekly teaching load defined:

1. The normal weekly teaching load in the Middle School and Senior High School will be 25 teaching periods and five preparation periods or not to exceed 25 hours of formal pupil contact per week. Assignment to a supervised study period shall be considered a teaching period for purposes of this Article. Whenever possible the normal weekly teaching load in the Middle School and Senior High School shall not include more than three (3) subject



preparations per semester for any one teacher. No teacher shall be assigned more than 3 subject preparations per semester without his prior consent. The normal weekly teaching load in the elementary schools will be 30 teaching periods. Teachers of music, art and the laboratory sciences and counsellors shall be provided with relief and preparation time to the same extent as other teachers in the district.

2. Any Senior High School or Middle School teacher who by his absence from class due to tardiness or leaving early necessitates the assignment of another teacher to that duty shall be held responsible for the remuneration of the substitute from his salary, at the rate of \$5.00 per class hour. School assigned duties exempted from this provision.

3. If a teacher is assigned to a class during his conference hour for other than the aforementioned reasons, the Board shall assume the responsibility for remuneration at the rate of \$5.00 per class hours.

4. If any teacher shall teach more than the normal teaching load as set forth in this Article, he shall receive additional compensation at one and one-half ( $1\frac{1}{2}$ ) times his hourly rate for each teaching period in excess of said normal teaching load.

D. Each teacher contract shall specify his course and extra duty responsibilities. For purposes of this Article such scheduled events as Get Acquainted Banquets, Open Houses, Achievement Fairs, and other events which generally involve the majority of students and/or the majority of teachers shall be deemed appropriate extra-duty responsibilities and as such shall be so specified on teacher contracts. Every effort will be made to avoid changing the assignment of a probationary teacher, unless the teacher requests such change.

E. The Board agrees to continue its effort to keep class size to an acceptable number as dictated by the financial condition of the district,



the building facilities available, the availability of qualified teachers, and the best interest of the students of the district as deemed administratively feasible. All slow learner and remedial classes shall be limited to 20; every attempt will be made to keep advanced classes at or under 20.

F. As a matter of professional courtesy the Board recognizes the desirability of providing teachers prior notification when said teacher's assigned classrooms are scheduled for other than normal school day activity. Toward this end, all reasonable attempts shall be made by the Board of the Administration for the Board to provide teachers with at least one school day prior notification whenever said teachers assigned classrooms are to be used for said other activity.

G. The Board agrees at all times to keep the schools properly equipped and maintained within the financial ability of the district. Teachers shall be allowed to requisition such materials and equipment as necessary to fulfill their teaching responsibilities. In the event that any item of requisition be refused, that teacher shall be consulted prior to its deletion. It should be possible to order such additional materials as necessary during the school year within the limits of the budget.

H. To relieve teachers of non-professional responsibilities the Board agrees to engage one full time aide in the Middle School, Senior High School and Elementary School. The aides shall perform clerical activities as assigned by the teachers, may operate duplicating and copying equipment, may construct A-V materials as assigned by the teachers, may operate audio-visual equipment, and further shall handle noon hour duties as assigned by the Administration. In all cases, the aides shall be responsible first to the teachers and secondly to the Administration, with the exception of noon hour when aides shall be responsible to the Administration.



The K-Center will not be included as Kindergarten teachers have no children in attendance during the lunch period.

I. All teachers shall be entitled to a duty free, uninterrupted lunch period. In each separate building any lunch periods shall be of equal length for teachers in that building. Any change in this policy shall be with the consent of teachers involved.

J. A teacher engaged during the school day in negotiation in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation in the Eau Claire District, including mediation, shall be released from regular duties without loss of salary.

K. The Board shall make available in the elementary, middle and high schools where feasible, restroom and lavatory facilities exclusively for teacher use and at least one room in which smoking shall be permitted.

L. Telephone facilities shall be made available to teachers for their reasonable use at all times. Each building, elementary, middle and high school should have one line for exclusive teacher use.

M. The teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. Consistent with the Code of Ethics of the Education Professional and laws of land, the private and personal life of any teacher is not within the appropriate concern or attention of the Board.

N. 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 or sex.



O. For the purposes of promoting more efficient communications and coordination of school activities, the Senior High School and Middle School shall be organized into teaching departments. The designated department areas shall be:

Communication Arts and Languages

Vocational-Technical (Includes-Home Ec, Industrial Arts, Agriculture)

Athletics - Physical Ed

Social Sciences

Math-Science

Fine Arts

Each department shall have one teacher selected by mutual consent as the recipient of all communications and/or materials consigned or sent to that department. This is exclusive of communications and/or materials consigned or sent to specific individuals. The department head shall then transmit said communications and/or materials to appropriate teachers. The department head shall serve as liason between the department and the administration.

P. Teachers will remain on the assigned school premises during the entire school day, including the preparation period except by permission of the building Principal or his designate, duty-free lunch period excepted.



## ARTICLE IX

### IN-SERVICE PROFESSIONAL EDUCATION

A. There shall be a minimum of eight (8) teachers' In-Service training sessions during the school year.

B. In recognition of the rapidly expanding knowledge in the social and scientific fields, the parties hereby agree to establish an In-Service Education Committee composed of following: in each building - Senior High School, Middle School, and Elementary School - the Committee shall consist of the Building Principal plus at least two teachers from that same building. The teachers shall either be volunteers, or shall be appointed by the Association or by the Principal if the Association fails to act. The Committee shall organize itself and assume responsibility for the planning and conducting of the In-Service education of all professional teaching personnel.

C. When In-Service training program or teachers' meetings are held during the teacher's regular working hours, all teachers shall attend for the full time of the program, and contribute to the work at hand. Only in case of an extreme emergency will teachers be excused from attending such meetings, and this must be with permission of the Building Principal. Failure to obtain permission from the Building Principal or in his absence from the Superintendent, said teacher shall be penalized by salary deduction equivalent to the unexcused time absent.

D. Realizing that In-Service activities are to upgrade the entire education system, the Board therefore agrees to assume all reasonable cost, based upon Superintendent's recommendation, for the In-Service program as developed by the In-Service Education Committee.

E. On In-Service Days the teachers' day shall end no earlier than the pupils regular school day and no later than thirty minutes beyond the regular school day unless approval is granted by those teachers in attendance.



## ARTICLE X

### PROTECTION OF TEACHERS

A. The Board recognizes the responsibilities to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. A teacher may recommend exclusion of a pupil from one 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 and a detriment to learning for the other students. In such cases, the teacher shall furnish full written particulars of the incident, as soon as his teaching obligations permit, to his building principal and to his building Association Ethics Committee. Readmission of the student to class will be by mutual consent of teacher, principal and/or superintendent. Whenever it appears that a particular pupil requires the attention of special counsellors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to follow the teachers' recommendations.

B. It is recognized that discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. However, a teacher may use such force as reasonably necessary to protect himself from attack or to prevent injury to another student.

C. Procedure for suspension of students from school shall be distributed to students, teachers, and parents each year. School authorities will endeavor to achieve correction of student misbehavior through counselling and interview with the child and his parents when warranted. Transfer of the student to another teacher or other measures, short of suspension, will first be exhausted.



D. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities providing that, the teacher has acted within the scope of Board Policy and this Agreement.

E. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his employment the Board, after a review of such action is found to be within the scope of Board Policy and this Agreement will provide legal counsel and render all necessary assistance to the teacher in his defense. This section shall be interpreted in terms of legal backing and will not be interpreted to interfere with the right of the Board to exercise rights of control including dismissal for just and reasonable cause.

F. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher, providing the teacher has acted within the scope of Board Policy and this Agreement.

G. The Board may reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher while on duty in the school, on the school premises, or at a school related function providing said loss, damage or destruction of property is not due to teacher negligence.

H. No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personal file unless such matter is promptly reported in writing to the teacher concerned. If any breach of professional ethics is involved, the Association shall be notified.



I. Any teacher, principal or superintendent may use physical force in accordance with Section 755, 756, and 757 of the School Code of 1955 as amended.

After every case of corporal punishment a written report must be kept on file in the principal's office so that it is available upon request. In every case of corporal punishment a witness should be present. The witness must sign the written report or submit his own report.



ARTICLE XI

SUPERVISION OF STUDENT TEACHING

A. Qualified teachers shall be encouraged to participate in the student teaching program. A teacher shall be qualified if he holds a Bachelors Degree and has completed two full years of teaching with at least one full year completed in the Eau Claire System. Also, a teacher shall be qualified if he holds a Masters Degree or its equivalent, has completed at least one full year of teaching and is in at least his second semester of teaching in the Eau Claire system.

B. A supervision teacher may have only one student teacher per school year.

C. No student teacher shall be assigned to a supervising teacher without the prior written consent of both the supervising teacher and the building principal.

D. No student teacher shall be used as a substitute for any teacher except in an emergency, and then only with the consent of the student teacher.

E. All qualified teachers participating in the student teacher program shall be encouraged to take a course in Supervision of Student Teaching from any accredited college or university.

F. All monies paid to the Eau Claire Public Schools by colleges or universities for supervision of their student teachers in the Eau Claire system shall be forwarded immediately and without reservation to the supervising teachers responsible for said student teachers.

G. Any deviations from the guidelines herein established shall require prior written consent by the Board and by any involved teacher.



## ARTICLE XII

### PROFESSIONAL COMPENSATION AND FRINGE BENEFITS

A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement, however, if it so happens additional State Aid monies are allocated to the school during the school year the Board of Education will review the operating budget and the teacher salary schedule.

B. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined, beginning the first day of orientation and concluding the last day of school. For extra work the teacher shall be compensated according to extra-duty schedule (attached Schedule B) or in the absence of same, according to individual additional work agreements.

C. Year for year credit shall be given for teaching experience outside the system up to a maximum of ten (10) years.

D. Teachers will be given full credit for time spent in the armed services teaching regular academic subjects in the capacity of counselor or instructor or teacher in an armed services school or academy. Credit will not be allowed for time spent instructing in the arts and crafts of military combat or other non-academic subjects or endeavors.

E. A teacher who earns advanced credits which wualifies him for placement on a different salary schedule shall be placed on the new schedule at the beginning of the school year if the advanced credit was earned before September 1. If the credit was earned after September 1 and before February 1, the teacher shall receive additional compensation equal to one-half (1/2) of the difference between his existing step and the next higher step on the salary schedule for the remainder of the year.



F. Contracted salary amounts will be divided into twenty-one or twenty-six equal installments. The first installment will be paid on second Friday after start of normal school year and thereafter on alternate Fridays. Anyone who is on the 26 pay plan, may collect the last six payments on the completion of the school year provided the money is available and upon written request at least four (4) weeks in advance.

G. If a teacher once employed in the Eau Claire Public School system is reemployed he will be placed on the salary schedule at the next step above the one he was on at the termination of his last contract. If, however, he had not had ten years of experience when he resigned and then taught elsewhere, these years of experience would be counted to a total of ten years and he would be placed accordingly on the salary schedule.

H. Payroll deductions shall be available for the following:

1. Professional Dues (10 payments).
2. Health and Medical Insurance (monthly).
3. Credit Union (bi-weekly).
4. Tax Favored Annuities (bi-weekly or monthly).

I. Any teacher who is a member of the Association, or who was applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the NEA and the MEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Deductions shall be as stated in Article XII.

J. The Board shall provide without cost to the teacher group life insurance protection which shall pay to the teacher's designated beneficiary the sum of \$5,000 upon death with provision for double indemnity in the event of accidental death.



K. The Board shall pay 100% of the cost of the basic and major medical hospitalization and surgical program as provided by the Michigan Education Association for 1974-75 school year. This coverage covers the teacher and his family. Beginning with 1975-76 contract year, the carrier will be chosen on a bid basis, bids to be submitted to a committee composed of the Superintendent, two teachers, and two board members. No bids will be accepted which does not provide comparable service to the present coverage.

L. The Board shall make payment of insurance premiums for each employee to provide insurance coverage for the full twelve month period commencing October 1st and ending September 30th.

M. Board agrees to make total payment of the 5% retirement on contractual salary, if enacted by Michigan Legislature. A contingency fund would be established holding the 5% in escrow; if the measure is not enacted into law by the legislature, the escrow monies will be distributed among employees under this contract, and further that the 5% will be added to salaries for the balance of the contract year in lieu of retirement benefit.



ARTICLE XIII

VACANCIES, PROMOTIONS AND TRANSFERS

A. The Superintendent of Schools has the sole right to assign staff members to positions for which they are qualified within the school district.

B. The Board declares its support of a policy of filling teaching vacancies from within its own teaching staff. Whenever any vacancy arises, the Superintendent or his designees shall promptly post notice of same on a bulletin board in each school building for no less than five school days before the position is filled. The posted notice will be sent to the Association president and the Association representatives in each building. Vacancies will be filled on the basis of the experience, competency, and qualifications of the applicant, length of service in the district, and other relevant factors.

Any new position, teaching or supervisory, shall be posted with accompanying job description. An applicant with less service in the district than other applicants shall not be awarded the position unless his qualifications shall be substantially superior. An involuntary transfer will be made only in case of emergency, to prevent undue disruption of the instructional program. The Superintendent shall notify the affected teacher and the Association of the reason for such transfer. If the teacher objects to such transfer for the reasons given, the dispute shall be resolved thru the grievance procedure.

C. The Association recognized that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the Superintendent, in his reasonable judgment, so determines, such a vacancy may be filled on a temporary basis until the end of the current semester, at which time the position will be considered vacant.



In the event vacancies are to be filled in the Elementary School, grade level preference shall be given to the presently employed teachers.

D. The Board recognizes that it is desirable in making assignments to consider the interest and aspirations of its teachers. Requests by a teacher for a transfer to a different assignment shall be made in writing, one copy of which shall be filed with the Superintendent and one copy shall be filed with the Association. Such requests shall be reviewed each year to assure active consideration.

The application shall set forth the reasons for such a request, the building, grade, or position sought, and the applicant's academic qualifications. Each applicant shall receive a written answer as to his success or failure when applying for a transfer.

E. Any transfer of teacher or teachers from one building to another shall be by mutual agreement of the parties involved.

F. The transfer of a teacher will be made at the direction of the Administration whenever such transfer is to the improvement of the curriculum of the school district. Said teacher shall be consulted and written notification, including all reasons for transfer, shall be given at least 60 days prior to the end of the current school year. Objections will be given due consideration, but the Board reserves the right for final decision as to whether to effectuate the transfer.

G. Any teacher who shall be transferred to a supervisory or executive position within the district 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. Those years spent in a supervisory or executive status shall be considered as teaching years for computation of salary and personal leave.



ARTICLE XIV

CONTINUITY OF OPERATIONS

A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike, as defined by Section 1 of the Public Employment Relations Act.

B. The Board agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

C. In the event of school closing nothing shall require teachers to report for work.



ARTICLE XV

REDUCTIONS IN PERSONNEL

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

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

C. Before the Board makes any reductions in personnel because of substantial loss of revenues, said Board shall first make application to the State Board of Education by July 1 for permission to provide student instruction for less than the prescribed number of hours for a particular school year.

D. In the event said permission shall be denied, the Board shall use the following criteria when making personnel reductions made necessary by substantial loss of revenue or by substantial decrease in enrollment:

1. It is hereby specifically recognized that it is within the sole discretion of the Board to reduce the educational program and curriculum.
2. Probationary teachers will be laid off first where any teacher who has acquired any seniority and whose position has been curtailed is certified and qualified to perform the services of the probationary teacher. Probationary teachers shall be considered for layoff in the following order: Third Year Probation; First Year Probation; Second Year Probation.
3. Personnel who have passed the age of 65 and who are on one-year extension contracts will be laid off next in order.



4. In the event tenure teachers must be laid off. Layoff will be on the basis of seniority as established hereinafter within classification as well as knowledge, skill and efficiency on the job and physical fitness. Tenure teachers shall be considered for layoff in the following order: Special Certification first; Provisional Certification second; Permanent Certification third. It is expressly understood that the Association shall have a right to review the layoff list prior to notification of the individuals to be laid off. In the event of a dispute concerning the layoff list, the Association shall have the right to file a written grievance thereon within not more than seventy-two (72) hours after the termination of the meeting requesting review of the list.

5. Teachers who are laid off during a contract year shall be considered as having completed the contract year for purposes of placement on the salary scale if employed for more than one-half of the school year, otherwise such teachers shall remain on the same salary step.

E. RECALL

1. Teachers shall be recalled to employment in inverse order of layoff for new positions opening as determined by the programs offered by the Board for programs which they are certified and qualified.

2. Employees who are notified of recall and fail to respond within five (5) days or who fail to report for duty within fifteen (15) days of recall notice shall be considered as resigned.



3. The recall list shall be maintained by the Board for a period not to exceed two (2) years. Thereafter, a teacher shall lose his right to recall.

F. SENIORITY

1. New Employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act.
2. The term seniority as herein used shall be length of continuous service with the Eau Claire Public Schools Board of Education. Leaves of Absence granted pursuant to this contract shall not constitute an interruption in continuous service. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority, but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act.
3. Seniority within the school system shall be determined by using the following criteria:
  - A. Professional qualifications and certification as approved by the Department of Education of the State of Michigan.
  - B. Years of continuous employment in a particular grade level in grades K-6 and by subject matter taught in graded 7-12.
  - C. Length of service in Eau Claire Schools.
  - D. Experience in subject or grade level in the last ten (10) years.
  - E. Evaluation ratings of the last three (3) years.
4. Any teacher who is granted Tenure shall have seniority from the last date of hire. Probationary teachers shall not have seniority.
5. The Board of Education shall prepare a seniority list by classification and transmit a copy of the same to the Association on or before the 1st day of July.



ARTICLE XVI

PERSONAL LEAVE

A. A first year teacher shall be entitled to eight (8) days of personal leave to be credited at the start of his first school year. Unexcused absences in excess of (8) days shall be deducted from said first year teacher's salary. Leave days not used shall carry over and shall be added to the second year leave allotment.

A second or third year probationary year teacher shall be entitled to ten (10) days of personal leave, in addition to any leave days accumulated from said teacher's previous year(s), to be credited at the start of his second or third year. Unexcused absences in excess of accumulated and credited leave shall be deducted from said probationary teacher's salary. Leave days not used shall carry over and shall be added to the following year leave allotment.

A tenure teacher shall be entitled to twelve (12) days of personal leave, in addition to any leave days accumulated from previous years in the Eau Claire system, to be credited to him at the start of the school year. Unexcused absences in excess of accumulated and credited leave shall be deducted from said tenure teacher's salary.

B. Personal leave shall be cumulative to a total of one hundred (100) school days for the faculty. Each returning teacher shall be given written notification at the beginning of the school year of the number of personal leave days which he has accumulated.

C. After an absence due to illness the teacher may be required to have a clearance certificate signed by a physician stating the teacher is able to return to work.

D. A tenure teacher who has used his maximum accumulated personal leave shall receive the difference of his contracted salary and the amount paid his substitute for a period of twenty-five (25) days.



Personal leave provisions shall apply to full-time personnel. Teachers employed on less than a full-time basis shall receive such benefits on a prorated basis according to the ratio of their assignments to those of full-time persons in comparable assignments.

E. PHYSICAL EXAMINATION: Each person employed may be requested to submit to a complete physical and/or psychiatric examination by a physician. The Board of Education shall pay the cost of this examination, if the employee desires to go to a physician designated by the Board. If the employee desires his own personal physician, the Board shall pay a fee equal to the fee charged by the Board designated physician. The employee shall pay the difference between that fee and the fee charged by the employee's physician. In either case the Board will provide the medical form and this form shall be used. The contract shall be withheld until the examining physician has filed with the Superintendent of Schools proof of this examination along with a simple statement indicating that the employee is physically fit to carry on his duties without endangering the health of the pupils, fellow workers, or his own health.

CHRONIC ILLNESS: In case the employee's record shows recurring illness which appears to be the result of chronic illness, the Board of Education may request the employee to visit his doctor at stated intervals.

ADDITIONAL EXAMINATIONS: The Board of Education may, at its discretion, require any school employee to submit to physical and/or psychiatric examination by a physician designated and paid for by the Board of Education. If the employee desires his own physician, he shall pay the costs. A statement by the physician will be considered by the Board of Education as evidence of the employee's fitness to continue his employment.

F. In the event that any teacher shall have exhausted his personal leave under the provisions of this Article for reasons of extended illness



and/or disability, it shall be possible for said teacher to request from the Board a continuance of his personal leave. The Board shall have the sole authority to grant a continuance of personal leave, and shall at its discretion establish the number of days of continuance and the amount of personal leave benefits; i.e. either full salary or the difference between said teacher's contracted salary and the amount paid his substitute. In the event that a continuance be denied, said teacher shall be placed on leave of absence without pay for such time as is necessary for his complete recovery. Upon return from leave, said teacher shall be assigned to the same position when available, or to a substantially equivalent position when available.

G. Any half-day absences due to legitimate causes shall be considered a portion of the appropriate allowance.

H. Personal Leave Days shall not apply to In-Service and the days immediately preceding or following a vacation period. In the event an emergency leave is required by a teacher for said days the Board may require prior permission and/or proof of the emergency.

I. Half days personal leave shall not be granted except in cases of emergency or illness that occur after the teacher reports for work.

Twenty-four hours written notice to the Building Principal shall be required concerning requests for personal leave for reasons other than illness.

J. Personal leave shall be defined so as to exclude personal vacation unless approved by the Administration as follows:

1. For more than one day and less than five shall require approval by the Building Principal and Superintendent.
2. Over four days shall require approval from Board of Education.



ARTICLE XVII

LEAVES OF ABSENCE

A. Leave of absence, with pay, not chargeable against the teacher's allowance may be granted for professional meetings and conventions, according to the individual's need or affiliation within the limits of the current budget.

B. Any member of the faculty officially approved by the school administration to attend a meeting or convention sponsored by any educational or professional organization shall be allowed all reasonable expense. Travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant.

The time thus used shall not be considered part of any leave, allowance, and no deduction from salary shall be made for such absence. Teachers shall upon request, submit a written or oral report regarding such conferences.

C. Maternity leave:

1. Board shall grant to any teacher a leave of absence without pay for the purpose of childbirth. Such leave shall commence when the teacher is no longer able to adequately perform the duties to which she is regularly assigned and shall last after the termination of the pregnancy, until such time as, in the written opinion of her physician, she is able to adequately assume the duties to which she will be regularly assigned.
2. Reinstatement shall be to the teacher's former position providing the position is open when the teacher returns. Otherwise reinstatement shall be to a position as closely similar as possible to that occupied before leave began.
3. In cases where the duration of the leave does not exceed the teacher's accumulated personal leave, the personal leave



provision of this agreement shall apply.

4. Maternity leave will be granted without experience credit and with the understanding that salary increment and other benefits accumulated before the leave will be retained upon reinstatement.

D. Teachers who are officers of the Michigan Education Association or who are appointed to its staff shall, upon proper application, be given leave of absence without pay for the purpose of performing duties for the above Association.

E. At the teacher's request leaves of absence without pay may be granted at the discretion of the Administration.

F. A teacher, upon return from a leave of absence, shall be restored to his former position when available, or to a position of like nature, seniority and status. Any period spent on an educational leave of absence shall be treated as teaching service for the purpose of determining salary.

G. The Board shall grant a leave of absence without pay to any teacher to campaign for a public office.



ARTICLE XVIII  
SCHOOL CALENDAR

A. For the term of this Agreement the School Calendar shall be as near as possible as set forth in Schedule F.

B. The school year shall consist of 183 contract days except for new teachers who shall serve 184 contract days. Included in this total shall be two orientation days for new teachers. Returning teachers shall be present the second of these two days. A portion of the second day shall be set aside for teacher year beginning preparations.

Membership days as allowed by the State Department of Education shall be honored.

At least one day shall be provided at the end of each semester to teachers for the completion of teachers' records and student evaluations. Students shall be excused from attendance during these days. On Record Days the teacher's day shall end at 3:00 p.m.

The last day of school for teachers shall include those year-end responsibilities considered necessary by the Administration including requisition of materials for the ensuing school year, inventories and equipment storage. During this last day the teacher's day shall end when he has completed all items on his year-end check list (but in no case later than 3:00 p.m.).



ARTICLE XIX

DURATION OF AGREEMENT

A. This Agreement shall be effective as of September 1, 1974 and shall continue until August 31, 1975. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

B. It is agreed further that upon petition of 80% of the teachers or 5/7 of the School Board that any provision specifically covered by the Master Contract may be opened for further discussion during the duration of the Contract.



ARTICLE XX

PROFESSIONAL NEGOTIATIONS

A. Between April 1 and April 15, the Parties shall initiate negotiation for the purpose of entering into a successor agreement for the forth-coming year.

B. 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 given 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. Such representatives shall be empowered to agree to negotiation schedules and procedures.

C. 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.

D. A teacher engaged during the school day in negotiating in behalf of the Association with any representatives of the Board or participating in any professional grievance negotiation including arbitration, shall be released from regular duties without loss of salary. Such release from regular duties shall apply to negotiations, schedule or requested by the Board during the school day.



SALARY SCHEDULE A

1974-1975

<u>STEP</u>	<u>B.S.</u>	<u>INDEX</u>	<u>B.S.+15</u>	<u>INDEX</u>	<u>M.A.</u>	<u>INDEX</u>
0	\$ 8544	1.00	\$ 8800	1.03	\$ 9228	1.08
1	8800	1.03	9057	1.06	9484	1.11
2	9142	1.07	9398	1.10	9826	1.15
3	9484	1.11	9740	1.14	10,167	1.19
4	9826	1.15	10,082	1.18	10,509	1.23
5	10,167	1.19	10,424	1.22	10,851	1.27
6	10,595	1.24	10,851	1.27	11,278	1.32
7	11,022	1.29	11,278	1.32	11,705	1.37
8	11,449	1.34	11,705	1.37	12,132	1.42
9	11,876	1.39	12,132	1.42	12,560	1.47
10	12,303	1.44	12,560	1.47	12,987	1.52
11	12,730	1.49	12,987	1.52	13,414	1.57



EXTRA DUTY - SCHEDULE B

Varsity Football, Head .....	(Nov.)....	10%
Varsity Football, Assn't.....	(Nov.)....	7%
Junior High Football.....	(Nov.)....	5%
Varsity Basketball, Head.....	(Mar.)....	10%
Varsity Basketball, Assn't.....	(Mar.)....	7%
9th Grade Basketball.....	(Mar.)....	6%
Junior High Basketball.....	(Mar.)....	5%
Track, Head.....	(May)....	7%
Track, Assn't.....	(May)....	5%
Baseball, Head.....	(May)....	7%
Wrestling, Head.....	(Mar.)....	7%
Wrestling, Assn't.....	(Mar.)....	5%
Cross Country.....	(Nov.)....	4%
Golf.....	(Nov.)....	4%
Cheerleading, High School.....	(Nov. & Mar.)..	\$250/squad
Cheerleading, Junior High.....	(Nov. & Mar.)..	\$250/squad
Band, Director.....	(Jan. & May )..	11%
Drama.....		\$150/play
Annual.....	(May)....	\$225
Scorekeeper, Basketball.....	(Mar.)....	\$200
Saturday Recreational Director (min. 4 hrs.).....	(Mar.)....	\$5.00/hr.
Athletic Director.....	(Nov.-Mar.-May)...	13%
Girls Volleyball, High School.....	(Mar.)....	3%
Girls Basketball, High School.....	(Nov.)....	3%
Girls Softball, High School.....	(May)....	3%
Girls Track, High School.....	(May)....	3%
Girls Volleyball, Junior High.....	(Mar.)....	2%
Girls Basketball, Junior High.....	(Nov.)....	2%
Girls Softball, Junior High.....	(May)....	2%
Girls Track, Junior High.....	(May)....	2%
PomPom and Majorette Sponsor.....	(Jan. & May)...	\$100
Photographer, Football.....	(Nov.)....	\$10 per game
Photographer, Basketball.....	(Mar.)....	\$ 5 per game
Junior and Senior Class Sponsors.....	(May)....	\$200 each

All of above percentages are based on base of B.S. degree on Salary Schedule.

No position on the above schedule for 1974-1975 will be paid less than was paid for the same position in 1973-1974.

Assignment of teachers to extra curricular duties shall be at the discretion of the Board of Education through the Administration. In the event that changes in assignments become desirable, affected staff members shall be provided written notification of intended changes by July first of the current contract year. This notification shall include all reasons for any contemplated changes. In the event an emergency necessitates assignment changes after July first, the Administration will effect such changes.



Payment of stipends for extra duty classifications shall be paid in after services have been completed and shall be paid in a lump sum or distributed over several payments to the individual's preference or made as two payments on specified months.



SCHEDULE C  
GRIEVANCE REPORT

Grievance No. \_\_\_\_\_ Date Filed \_\_\_\_\_

Name of Grievant \_\_\_\_\_ Building \_\_\_\_\_

STEP I

A. Date cause of Grievance Occurred \_\_\_\_\_

B. 1. Statement of Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Relief Sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

C. Disposition by Principal:

\_\_\_\_\_  
Signature of Principal

Date \_\_\_\_\_



D. Position of Grievant and/or Association \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Step 2**

A. Date Received in writing by Principal \_\_\_\_\_

B. Disposition by Principal \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of Grievant and/or Association: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Step 3**

A. Date Received in writing by Superintendent \_\_\_\_\_

B. Disposition by Superintendent \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of Grievant and/or Association: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



Step 4

A. Date Received in Writing by the Board of Education \_\_\_\_\_

B. Disposition by Board of Education \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

Date

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

Date

Step 5

A. Date submitted to Arbitration \_\_\_\_\_

B. Disposition and Ward of Arbitrator \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Arbitrator

Date of  
Decision

Note: All provisions of Article I of Agreement date September 1, 1973 will  
be strictly observed in the settlement of Grievances.



SCHEDULE D

SCHOOL CALENDAR 1974-1975

August 29	New Teacher Orientation
August 30	All Teachers Meeting
September 3	Students First Day
November 28-29	Thanksgiving Recess
December 23 thru January 1	Christmas Vacation
January 2	Return to Classes
January 17	Teacher Work Day and End of Semester
March 28	Good Friday
March 31	Spring Vacation
April 7	School Resumes
May 26	Memorial Day
June 5	Record Day
June 6	Last Day for Students



FOR THE EDUCATION ASSOCIATION

---

Gerald S. Sawatzki, President

---

David Seifferlein, Chairman  
Negotiating Team

---

Jean Schaub,  
Negotiating Team Committeewoman

---

Raymond Deja  
Negotiating Committeeman

---

George Pica  
Negotiating Committeeman

---

Carole Reed,  
Negotiating Team Committeewoman

FOR THE BOARD OF EDUCATION

---

Sheldon Rosenberg, President

---

William Renbarger, Chairman  
Negotiating Team

---

Reva Murphy, Secretary, Board  
of Education

---

James Nichols  
Negotiating Committeeman

---

Donald G. McAlvey  
Superintendent of Schools