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OFFICE OF PROFESSIONAL NEGOTIATIONS

CONTRACTUAL AGREEMENT

BETWEEN

THE UPPER ONTONAGON VALLEY EDUCATION ASSOCIATION

AND

THE EWEN - TROUT CREEK CONSOLIDATED SCHOOL DISTRICT BOARD OF EDUCATION

P. O. BOX 218 EWEN, MICHIGAN 49925

This agreement, entered into this twenty-third day of May, 1968 by and between the Ewen-Trout Creek Consolidated School District Board of Education (hereinafter called the BOARD) and the Upper Ontonagon Valley Education Association (hereinafter called the ASSOCIATION) shall be in effect from 1 July 1968 until 30 June 1969.

WHEREAS the Board and the Association recognize and declare that providing quality education for the children of the involved school district is their mutual aim and that the character of such education depends in large measure 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 representative of its teaching personnel with respect to hours, wages, terms, and conditions of employment,

The PARTIES, following extended and deliberative negotiations, have reached certain understandings which they desire to memorialize, to wit:

Mea
1216 Kendale
E. Hans., Mi
48823

Ewen - Trout Creek Ed. Assoc.

ARTICLE I Recognition

- A. As it understood that the Board is the sole governing body for the schools within its jurisdiction. Its powers and authority derive from laws of the state. Its members are elected representatives of the people of the territorial district which it serves. Though the Association claims the right of petition and right to give advice in the areas of its competence and interest, it recognizes the position of the Board as the lawfully constituted trustee for the public interest and the duly constituted authority for the determination of school policy.
- B. The Board recognizes the negotiations committee certified as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965 for all professional personnel with the exception of non-teaching supervisory personnel and designated administrative personnel.
- C. The Board agrees not to negotiate with any teacher organization other than the Association for the duration of this agreement.
- D. Nothing contained herein shall be construed to prevent any teacher from individually presenting a grievance and having the grievance adjusted without intervention of the Association providing, that the adjustment is not inconsistent with the terms of this Agreement and, providing further, that the Association through its negotiating committee has been fully advised and informed so as to protect its interests under this Agreement.
- E. Nothing contained herein shall be construed to deny or restrict to any teacher any rights he may have under the Michigan General School Laws or applicable civil service laws and regulations.
- F. The Association and its members shall have the privilege of the use of school buildings and building facilities at all reasonable hours. The communications facilities of the school system shall be open and available to the Association for non-controversial purposes. Determination of controversiality shall be negotiable.

- G. The Board agrees to furnish to the teacher committee negotiating for the Association such data as is necessary in assisting the Association in developing intelligent, accurate, informed and constructive programs or processing any grievance or complaint. The Board's obligation is limited to what shall constitute reasonable requests.

ARTICLE II Pay Roll Deductions

It is agreed that the Superintendent's office shall make such pay roll deductions as are requested by teaching personnel for association needs.

ARTICLE III Professional Compensation

- A. The salaries of teachers covered by the agreement as set forth in Schedule A shall constitute an integral part of the agreement and shall be in effect from 1 September 1968, to 31 August 1969.
- B. The salary schedule is based upon a normal weekly teaching load during normal teaching hours. For extra work and/or time spent after the normal school day required by the administration or agreed upon by a teacher and the administration, there shall be additional compensation. These additional duties shall be, as much as possible, on a scheduled basis as in Schedule B attached.
- C. When and if it becomes necessary to use regular school time for arbitration or negotiation with the Board, a teacher so involved shall be released from school duties without loss of salary.
- D. Teachers shall be released from regular duties without loss of salary to attend the area or regional meeting of MEA. Any time needed for this beyond two days shall be subject to negotiation.
- E. The Board recognizes an ethical and legal obligation to hire new and old personnel to the teaching staff on the basis of the negotiated salary schedule. Any deviation must have prior approval of the Association through its negotiating committee. Such deviation shall not be valid beyond one contract year without the approval of the Association.

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ARTICLE IV Conditions of Employment

- A. The Board recognizes that teachers spend considerable time beyond the normal school day in lesson planning, class preparation, paper grading, grade computation, and a multiplicity of duties that requires time well beyond a forty-hour week. With this in mind, the Board will not require a teacher to normally spend more than seven hours per day or thirty-five hours per week on the school premises.
- B. What constitutes a normal school day, normal teaching loads, normal teaching assignments shall be negotiable matters. An approximation of twenty-five students per class per teacher shall be the general goal as to maximum class size.
- C. The Board recognizes the very high desirability of providing a duty-free uninterrupted lunch period for all teachers, one period per day free of class teaching or study hall supervision for secondary teachers, and a fifteen-minute relief time per day for elementary teachers.
- D. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study.
- E. Teachers who will be affected by a change in grade assignments in the elementary school grades and by change in subject assignments in the secondary school grades will be notified and consulted by their principals as soon as practicable and prior to June 1. Such changes shall be voluntary to the extent that it is possible.
- F. The Board shall furnish, when requested and without charge, uniforms for all physical education, home economics, manual training, and chemistry teachers, and shall provide, without charge, laundering service therefore.
- G. The Board recognizes that appropriate texts, library reference materials, 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 representatives and the Association.

- H. Teachers shall have, through their negotiating committee, the privilege of consultation with and making recommendation to the Board on policies and practices in which classroom work is detrimentally affected by excessive absenteeism or conflicts with extra-curricular or co-curricular student activities.
- I. The Board recognizes the need and desirability of making available for the use of school employees separate facilities such as lunchrooms, restrooms, lavatories and lounges from those provided for students.
- J. Telephone facilities shall be made available to teachers for their reasonable use.
- K. Teachers shall be entitled to full rights of citizenship. No religious or political activities or lack thereof, when carried on away from school premises, shall be grounds for disciplinary action.

ARTICLE V Vacancies and Promotions

- A. The Board recognizes the priority of claims of teachers on the staff to vacancies that arise within the school system. Before a vacancy is permanently filled, notice that there is such a vacancy shall be published for not less than fifteen days before final action is taken.
- B. The Board supports the policy that, all things being equal, priority shall be given to staff members in filling vacancies.

ARTICLE VI Leaves of Absence

A. Compensated Leaves

- 1. Sick leave with compensation shall be according to the Sick-Leave-Bank-Plan agreed to in the 1967 contract negotiations and outlined in Schedule C appended to this agreement.
- 2. Compensated leave of absence for reasons other than illness:
 - a. Each teacher may at the discretion of the superintendent be allowed three days of absence without loss of pay per school year. Compensation for days of absence beyond three days shall be at the option of the Board.
 - b. Acceptable reasons for use of such days of leaves shall be critical illness in the immediate family; attendance at commencement exercises or ceremonies in which the teacher, or spouse, or child is honored; attendance at funeral services of a person whose relationship to the teacher warrants such attendance; attendance at professional meetings; or for personal business.
 - c. Except in the cases of critical emergencies when advance notice may be impossible, a teacher shall give at least five-day warning of such absence.
 - d. Days of compensated leave of absence are good only for current school year.

B. Non-Compensated Leaves

- 1. A maternity leave shall be granted without pay commencing not later than the end of the sixth month, except that when this date falls within one school month of the end of the semester, the teacher may be permitted to complete the semester.
- 2. 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 which would have been credited to them had they remained in active service to the school system.

3. The Board shall grant a leave of absence without pay to any teacher to serve in public office.

ARTICLE VII Teacher Evaluation

- A. Each teacher shall have the right, upon request, to review the contents of his own Personnel File with the exception of recognized confidential information. A representative of the Association may be requested to accompany the teacher in such review.
- B. 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. But, in no case, shall this extend beyond forty-eight (48) hours after the end of the school day on which said teacher was notified of the alleged violation.

ARTICLE VIII 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 that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physician or other professional persons, 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 enforcing and judicial authority. The teacher agrees to grant subrogation claims to the Board for compensation under the teacher's MEA liability protection.
- C. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- D. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.
- D. 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 neglect of duty, for any damage or loss to person or property.

ARTICLE IX Negotiation Procedures

- A. It is contemplated that matters not specifically covered by this Agreement but of 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 meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. At least sixty days prior to the expiration of the Agreement, the parties will 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 from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by the Board and 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, 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 Mediation Board or take any other lawful measure it may deem appropriate.

ARTICLE X Professional Grievances Procedure

- A. Any teacher, group of teachers or the Association, believing that there has been a violation, misinterpretation, or misapplication of any provision of the Agreement or any existing rule, order, or regulation of the Board, or any other provisions of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms, or conditions of employment, may file a written grievance with the Board or its designated representative. The Board hereby designates as its representative for such purpose the superintendent of schools when the particular grievance arises.
- B. Within five days of receipt of a claim of grievance the designated representative of the Board shall meet with the representatives of the Association in an effort to resolve the same. If the meeting is with the school principal and the parties cannot agree, the claim shall be promptly transmitted to the superintendent; he shall have ten days from receipt to rectify or disclaim the grievance. Affected teachers may or may not be present at such meetings. If the claim of grievance shall be denied by the superintendent, either upon review of the action of the school principal, or in the first instance, the claim of grievance shall immediately be transmitted to the secretary of the Board, with the statement of reasons why it is being denied. 7
- C. Within fifteen days from receipt of the claim of grievance, the Board shall pass upon the claim. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the claim or prescribe such procedure as it may deem appropriate for consideration of the matter, provided, however, that in no event, except with the express written consent of the Association, shall final determination be made by the Board later than 20 days after its submission to the Board.
- D. The Board's decision must be given the Association in writing. If the decision of the Board is not satisfactory to it, the Association must file a protest within five school days if it wishes to keep the issue alive. The Association may submit the claim to binding arbitration before an arbiter selected by the parties. If the parties cannot agree upon an arbiter, the services of the State Mediation Board shall be requested.

- E. If any teacher for whom a grievance claim is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement for all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.
- F. The costs of any arbitration under this Article shall be shared jointly by the Board and the Association.
- G. For administrative convenience, the Board may cause complaints which may be the subject of grievance claims under this Article to be presented first, to a department head, assistant principal, or other school employee, for informal processing, in an effort to reduce the number of formal claims handled under the professional grievance procedure herein established. The parties shall mutually work out procedures for such informal processing upon request, but exhaustion of such informal procedures shall not be required as a condition precedent to invoking the grievance procedure, nor shall the participation of department heads, assistant principals, or other employees in such informal procedures be deemed to be a supervisory or an executive function.

ARTICLE XI Miscellaneous

- 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 8 a.m. to report unavailability. ^{and} 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.
- C. The Association shall be duly advised by the Board of fiscal, budgetary, and tax programs affecting the district and the Association shall, whenever possible, have the opportunity in advance to consult with the Board with respect thereon 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's contract. Contracts shall be made expressly subject to the terms of this Agreement. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board, within the agreed areas.
- F. If any provision of this Agreement or any application thereof to any employee or group of employees shall be found to be 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. ✓
- G. Copies of this Agreement shall be duplicated at the expense of the Board and copies shall be provided to all teachers now employed or hereafter employed by the Board.

ARTICLE XII Duration of Agreement

- A. This Agreement shall be effective as of 1 July 1968 and shall continue in effect for one (1) year until 30 June 1969.
- B. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

SCHEDULE A: SALARY AGREEMENT

- I. The base pay for a non-degree teacher shall be eight hundred dollars (\$800.00) less than for a teacher with an academic degree.
- II. The salary shall be computed by a percentage increment of base pay for degreed teacher. The base pay for a with a master's degree shall be ten percent higher than for a teacher holding a bachelor's degree.
- III. Four percent (4%) of increment shall be paid for each year of experience beyond the first. Full credit will be given for experience spent in other districts up to a total of ten (10) years.
- IV. For the school year covered by this contract, the base pay shall be six thousand dollars (\$6000.00) with a four percent (4%) increment as follows:

Years Experience	Percent	B.A.	M.A.
0	0	\$6000.	\$6600.
1	4	6240.	6854.
2	8	6480.	7128.
3	12	6720.	7392.
4	16	6960.	7656.
5	20	7200.	7920.
6	24	7440.	8184.
7	28	7680.	8448.
8	32	7920.	8712.
9	36	8160.	8976.

This agreement ratified and agreed upon this 14th day of January, 1969 by:

Charles F. Waters, for the Upper Ontonagon
 President
 Valley Education Association

Ray Rigoni Jr, for the Board of Education
 Superintendent
 of the Egan-Trout Creek Consolidated School District.

EXTRA DUTY SCHEDULE B.

Debate and Forays\$ 75. each
Three plays 75. each
Basketball, varsity 500.
Basketball, junior varsity 300.
Basketball, junior high 200.
Wrestling 300.
Track 100.
Flag Football 100.
Fall Baseball 100.

A 10% increment will be included on these payments for every year of experience up to a maximum of 5 years.

School paper, Annual advisor, girls' athletics, cheerleading advisor, and Saturday basketball payments will be negotiated separately with those persons concerned.

Hospitalization--50% of either Blue Cross or M.E.A. Group Hospitalization insurance will be paid for all full time employees.

Pay Period--10 or 12 month basis payable every other Friday on the last day of the school week beginning September 1, 1968.

Extra Duty--For extra duty, for all extra events scheduled by the principal, participating teachers will be paid at a rate of \$100. for a maximum of 40 hours duty. All time in excess of 40 hours will be paid at the rate of \$2.50 per hour.

SCHEDULE C: SICK LEAVE BANK PLAN

1. For each teacher under contract, the bank will be credited with 10 sick leave days.
2. Teachers entering or leaving from the system during the year will add to, or subtract from the bank, the proper amount of days commensurate with their time spent in the system during the current school year, calculated to the nearest whole day.
3. Any teacher may draw on the bank, up to 5 days of sick leave in any school year.
4. The records of the sick leave bank will be kept by the school administrations, with an accurate accounting of all sick leave days credited to and charged against the said bank. These records are to be available for inspection by the association at any time.
5. In the event that a teacher is absent for reasons of illness, more than five days during the school year, he may apply, through the association, for any amount of additional days. Said application will be considered by the Board of Control. This Board will have complete control over the disbursement of these additional days.
6. The Board of Control will be staffed jointly by 2 members each from the Association and the Board of Education, plus one administrator appointed by the Superintendent of Schools.
7. Any unused days left in the bank plan at the end of the school year, will be added to the plan at the beginning of the next school year.
8. It is understood that there will be no monetary reimbursement whatsoever regarding any unused sick leave time during the life of this bank plan.
9. A teacher's claim for sick leave from the bank will be limited to the school year in which the disability occurred.
10. The bank shall not be charged with sick leave days for any lost time compensable under the Workmen's Compensation Law.

ADDENDUM TO SCHEDULE C.

With the institution of the bank plan replacing the sick leave plan used in prior years, it is understood that sick leave pay earned by teachers in this system in the past, will not be lost to them, and will be paid to them either upon their retirement from the profession, or from the system. In the event that a teacher wishes to collect this money during his employment in this school system, he shall make application to the Board of Education, through the Superintendent; for payment of this money. It is to be understood that the only reason for refusal of immediate payment by the Board of Education shall be a shortage of finances, and the Board will make a reasonable effort to effect payment as soon as possible.