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Flat Rock  
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OFFICE OF  
PROFESSIONAL NEGOTIATIONS

FLAT ROCK COMMUNITY SCHOOLS

MASTER CONTRACT AGREEMENT

1967 - 1968

FLAT ROCK EDUCATION ASSOCIATION

and

FLAT ROCK BOARD OF EDUCATION

Flat Rock Board of Education

#2 - no  
#3 - 6-30-68  
#4 - no  
#5 - yes

MEA  
1216 Kendale  
E. Lansing, MI 48823

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PREAMBLE

Recognizing that providing quality education is the paramount aim of the Board and the Association and that the character of such education depends largely upon the quality and morale of the teaching service, we hereby declare

WHEREAS the Association recognizes that the Board, under law, has the final responsibility for establishing policies for the district.

WHEREAS the Board has a statutory obligation to bargain with the Association as the representative of its teaching personnel under contract with respect to hours, wages, terms, and conditions of employment, and

In consideration of the following mutual covenants, the Association and the Board hereby agree as follows:

### DEFINITIONS

The following definitions shall be applicable to this contract:

- A. The term "Board" shall mean the Board of Education of the Flat Rock Community Schools, Wayne and Monroe Counties, Michigan.
- B. The term "Association" shall mean the Flat Rock Education Association.
- C. The term "teacher" shall refer to all employees represented by the Association in the negotiating unit herein designated, and references to male teachers shall include female teachers.



## ARTICLE I

### Recognition

A. The Board recognizes the Association as the exclusive bargaining representative for all certificated contracted teaching personnel employed by the Board but excluding supervisory and administrative personnel, office-clerical employees, and operational-maintenance employees.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

## ARTICLE II

### Teacher Rights and Responsibilities

A. Pursuant to Act 379 Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association in lawful activities for the purpose of collective bargaining or negotiations for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any teacher in the enjoyments of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher by reason of his membership in and support of the Association.

B. Both parties recognize the right of either to invoke the assistance of the State Labor Mediation Board to settle unresolved grievances.

C. Teachers have the right to join any teacher organization, but membership in a teacher organization shall not be required as a condition of employment.

D. The Association and its members shall have the right to use school building facilities at all reasonable hours, not to include teaching time, for meetings provided prior approval is secured from the building principal. No teacher shall be prevented from wearing reasonable insignia, pins, or other identification of membership in the Association either on or off school premises.

E. A bulletin board in each teachers' lounge shall be made available to the Association and its members.

F. The Association may use the district mail service and teacher mail boxes for communications to teachers provided a copy of all written or duplicated material to be distributed widely to its membership shall be delivered to the office of the superintendent concurrently.

G. The Association shall have the right to use school duplicating equipment for Association business when these machines are available in the faculty lounge, however, the operation of all duplicating equipment located in the building offices shall be performed by office personnel. Other school equipment may be used by the Association for Association business upon securing authorization from the building principal. The Association shall pay the school for the cost of all materials and supplies used for Association business.

H. The Board agrees to make available to the Association upon request, all public information concerning the financial resources of the District and other public information such as the preliminary Allocation Board budget.

I. A teacher is entitled to have present a representative of the Association as an observer only, when he is being reprimanded, warned, or disciplined for any infraction of discipline or delinquency in professional performance. The principal shall likewise be entitled to have an observer present.

J. In order that the Association might fully support any millage or bond issues which will benefit the children of the Flat Rock Community Schools, the Board, through its administrative officers, shall advise and explain to the Association the forthcoming tax programs affecting the district. The Association shall then be given opportunity to advise the Board concerning the Association position with respect to said matters prior to their adoption and/or general publication.

### ARTICLE III

#### Board Rights and Responsibilities

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, 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 of the United States, including, but without limiting the right:

A. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees with reference to their employment.

B. To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal; and to promote, and transfer all such employees.

C. After reviewing recommendations of the Curriculum Improvement Council, to establish grade levels and courses of instruction to be offered, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.

D. After reviewing recommendations of the Curriculum Improvement Council, to decide upon the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.

E. To determine class schedules, the time allotted for instruction within the school day, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching activities.

The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

#### ARTICLE IV

##### Professional Compensation

A. The salaries of teachers covered by this Agreement are set forth in Schedules "A" and "B" which are attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during the term of this Agreement.

B. Outside teaching experience in schools of approved standing may be granted at full credit to a maximum of seven years. This provision shall not be retroactive prior to the date of this contract.

C. Salary adjustment for new degrees and additional semester hours credit will be made only at individual contract time each year, or prior to the first payroll in September, upon written certification of the receipt of the degree or semester hours completed through an accredited college or university.

D. When normal daily load of any teacher is expanded through assignment of extra students or by changing teacher's assignment for the day to provide for lack of substitutes, said teacher shall be paid \$5.00 per class in the Senior High, \$5.00 per class in the Junior High, and \$5.00 per hour in the elementary school.

E. Should any teacher desire to be excused for any period or portion of a period during the teaching day, deductions from the teacher's pay shall be made at a rate of \$5.00 per class in the Junior and Senior High and \$5.00 per hour in the elementary school.



## ARTICLE V

### Check-off - Membership Dues

A. Within thirty (30) days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment form authorizing deduction of membership dues of the Association (including the National Education Association and the Michigan Education Association) upon such conditions as mutually agreed and established. Such sum shall be deducted as dues from the regular salaries of all such teachers with a choice of one payroll deduction or ten (10) successive payroll deductions as follows:

Local and District Dues - After second payroll deduction  
M.E.A. and N.E.A. Dues - After tenth payroll deduction

B. On written authorization to the Central Business Office, payroll deductions shall be made for the Wayne County Credit Union, United Foundation and tax sheltered retirement plan.

C. Individual authorization forms shall be furnished by the Association and, when executed, filed by it with the Business Office.

D. The Association agrees that the Board is to be free from liability for any dues deducted and remitted to the Association wherein such deductions and remittances were authorized by the Association's representatives. Only the President, Treasurer or Secretary of the Association may authorize such payments.

## ARTICLE VI

### Teaching Hours

The Board and the Association shall recognize the following rights and responsibilities of teachers as it sets a schedule for the school day:

A. The length and time for the pupil school day for the 1967-68 school year shall be as follows:

High School	-	7:55 a.m. to 2:45 p.m.
Junior High School	-	8:00 a.m. to 2:35 p.m.
Elementary Schools	-	9:00 a.m. to 3:15 p.m.

Teachers shall report for duty as follows:

High School	-	Ten (10) minutes before opening of pupils' school day
Junior High School	-	Fifteen (15) minutes before opening of pupils' school day
Elementary Schools	-	Fifteen (15) minutes before opening of pupils' school day

1. Teachers shall not be required to remain longer than fifteen (15) minutes after the close of the pupils' school day in the afternoon except for necessary professional meetings.
2. On Fridays and on days preceding holidays, teachers are free from duty at the close of the pupils' school day.
3. When conditions necessitate, a teacher may seek permission from building principal to leave earlier than the established leaving time.

B. All teachers will attend scheduled teachers' meetings unless prior authorization to be absent is obtained from the building administrator. Regularly scheduled building staff meetings may take place twice per month and may be cancelled by the principal when the need for such meeting does not exist. Meetings shall begin no earlier than 8:00 a.m. in the elementary schools or last more than forty-five (45) minutes after pupil dismissal time for any school. Principals may, when necessary, call special staff meetings more frequently provided they last no longer than fifteen (15) minutes.

C. In-service training meetings will take place at a time and frequency to be determined by the Educational Improvement Council. Final approval shall rest with the Board.

D. All teachers shall be expected to participate in a maximum of two evening programs per school year for the purpose of conferences with parents, open-house programs, or display of students work by various departments.

E. All teachers shall be entitled to a duty-free uninterrupted lunch period, whenever, the Board deems this possible, and lunchroom assignments, if any, will be on an equitable basis.

1. The building administrator shall schedule one certified teaching or administrative employee on a rotating basis to be on call during the noon period to assist any lay citizen supervisor of children in any specific disciplinary or management problem. A record of the dates and circumstances of such emergency call for services shall be maintained and used in the evaluation of an in-service training of lay citizen supervisors.
2. There shall be no restrictions placed upon any certified teacher who wishes to voluntarily perform educational services to individual pupils or groups of pupils during the assigned duty-free lunch period.

F. Elementary teachers will be provided at least fifteen (15) minutes relief time per day whenever the Board deems it possible and when it is administratively possible.

G. Building administrators shall schedule adequate teacher supervision of children leaving the school building at dismissal time, and shall schedule adequate teacher supervision as the children enter the building and classrooms.

H. All special teachers shall be provided with relief and preparation time to the same extent as other teachers.

## ARTICLE VII

### Teaching Loads and Assignments

A. The normal weekly teaching load in the Junior and Senior High Schools will be twenty-five (25) or thirty (30) assigned periods; and in addition thereto, each teacher will be provided with five (5) preparation periods. Since the daily teaching hours at the elementary level are less, and in that released time exists for elementary classroom teachers when their pupils are receiving instruction from various specialists, such available time will be considered preparation time in lieu of the preparation and relief time provided at the Junior and Senior High School levels.

B. Since pupils are entitled to be taught by teachers who are working within their areas of competence, teachers shall not be assigned except temporarily and for good cause, outside the scope of their teaching certificates.

C. The scheduling of teachers is the responsibility of the school principals. Scheduling will follow present practices with continuing study and periodic discussions between principals and individual teachers and/or departments.

D. All teachers shall be expected to assume one extra school responsibility of a minor nature which is not part of the extra-pay for extra duty schedule.

E. The building principal shall have authority to re-assign any teacher duties to meet any emergency situation during school hours.

F. Nothing in this contract shall be construed to discourage exploration of unique organization for instruction such as team teaching or flexible scheduling.

G. Teachers will receive a tentative assignment for the next school year, preferably by June 1. Whenever a change in tentative assignment is necessary, the teacher will be consulted by his principal as soon as practicable or notified by registered mail. Such changes shall be voluntary to the extent possible and every effort will be made to avoid re-assigning probationary elementary school teachers to different grade levels unless the teacher requests such change.



## ARTICLE VIII

### Teaching Conditions

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach.

A. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. Individual teachers and/or departments may make recommendations regarding purchasing educational tools with the purpose of improving the selection and the use of such educational tools. The final decision regarding their purchase will be made by the Board.

B. Teachers will be expected to provide normal care of instructional school equipment. However, they will not be required to do major repair on equipment or property.

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

D. The Board shall make available in each school, rest room facilities exclusively for teacher use and at least one room which shall be reserved for use as a faculty lounge in which smoking shall be permitted.

E. Regular telephone facilities in the administrative offices shall be made available to teachers for their reasonable use.

F. A vending machine for beverages may be installed at the request of the Association in the area of the teachers' lounge.

G. Reasonable parking facilities shall be made available to teachers for their use.

H. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. When the teacher, counselor, and principal agree that a particular pupil presents an unreasonable burden on the classroom learning situation, the Board will take steps to remedy the situation.

I. 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 assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

J. If any teacher is complained against or sued in following prescribed rules and regulations of the Board relating to disciplinary action by the teacher against the student, the Board will provide legal counsel to the teacher in his defense.

K. Time lost by the teacher in connection with court cases related to disciplinary action shall not be charged against the teacher. If said teacher is found liable, no compensation for lost time will be allowed.

L. When in the opinion of the principal, a serious and justified complaint by a parent of a student is directed toward a teacher, the complaint shall be promptly called to the teacher's attention.

M. Teachers at all times shall be expected to exercise reasonable care with respect to the safety of pupils and property.

## ARTICLE IX

### Vacancies and Transfers

A. When vacancies occur during the period September 1 through the first April meeting of the Board, the superintendent shall make a general announcement of the vacancy throughout the school system by posting a position description in all buildings. Such vacancy shall have been posted for a minimum of one week prior to filling the position.

B. Whenever a teacher desires a transfer of assignments they may express this in writing to his principal, with a copy to the personnel office and their preferences as to:

1. Grade Level
2. Subject
3. Department Assignment
4. Extra-curricular Assignment
5. School Committee

C. Requests for transfer shall be kept on file and given consideration as vacancies occur in the system, however, it shall be understood that a suitable replacement for the teacher desiring transfer to said vacancy must be obtained before the transfer can be approved. In addition to having a request for transfer on file, the interested teacher shall notify in writing the personnel office within the one week period after said vacancy is posted. The superintendent shall make the final recommendation to the Board.

D. The Board shall have the right to transfer and promote employees consistent with the terms of the Michigan Teacher Tenure Act.

## ARTICLE X

### Absence for Sick Leave

All regular full-time teachers of the Flat Rock Community Schools shall be allowed a definite number of days in each fiscal year during which they may be absent for sick leave without loss of pay.

- A. All absences for sick leave with pay shall be considered as follows:
1. Teachers shall be granted one day of sick leave absence per month of service.
  2. Sick leave shall be computed as of the first day of each month of service, and shall be cumulative to a maximum number of days that are equal to the number of months of service each year.
  3. Unused portions of the allowable days of absence each year shall accumulate to a maximum of one hundred (100) days.
  4. Absences of less than seven (7) calendar days resulting from a personal injury arising out of and in the course of employment with the Flat Rock Community Schools shall not be deducted from accumulated allowable days of absence providing the teacher files at the Central Administrative Office, within three (3) days of the date of injury, a statement from his doctor stating the number of days he will be unable to work.
  5. Teachers will be requested to submit a statement from the attending physician for absences of more than five (5) days due to illness. If a statement from another physician or clinic other than the one from the attending physician is required, the cost of this examination shall be paid by the Board. The Board shall have the right to medically investigate any employee's absence which is reported as being for medical reasons.
  6. At the time of employment all new members of the professional staff shall be required to have physical examinations by a physician designated by the Board of Education and shall submit negative tuberculosis reports before their contracts become effective. The total cost of the physical examinations shall be paid by the Board.
  7. After initial physical examination, teachers shall annually at their own expense be required to submit a negative tuberculosis report or other medically accepted tuberculosis report.



8. In the event that there is a reasonable doubt as to the capability of an employee performing satisfactorily because of physical or mental disability, the superintendent may request that the employee have an examination by a physician designated by the Board. The cost of which shall be paid by the Board. If the examination indicates that the employee cannot perform satisfactorily, the superintendent shall place the employee on health leave until such time as he can perform satisfactorily. The provisions of the existing health leave policy and administrative regulations shall apply. If he wishes, the employee shall receive full pay until accumulated allowable days sick leave have expired.
9. Absences, caused by a personal injury arising out of and in the course of employment with the Flat Rock School District which entitles the injured teacher to compensation under the provisions of the Workman's Compensation Act, shall not be charged against allowable sick leave. The School District shall supplement the Workman's Compensation check with an amount sufficient to maintain regular salary providing voucher of Workman's Compensation covering the period from the date of the injury to the expiration of the allowable days of absence are turned into the Central Administrative office of the school district.

The difference between any payment under the Workman's Compensation Act and the regular salary of the teacher shall be paid by the Board for a period not to exceed twelve (12) months. Any accumulated sick leave may be used after this period.

B. The following special provisions shall apply to absence because of illness in the immediate family. The immediate family shall be defined as; wife, husband, children, father, mother, brother, sister, father-in-law, mother-in-law, grandfather, grandmother of the teacher. The superintendent may extend this definition upon special application for such extension in unusual cases:

1. Absence shall be considered as necessary only when no other arrangements for care are possible.
2. The "necessary care" must be such as would be prescribed by a physician or required by incompetency of the relative requiring care.
3. In all cases "other arrangement" are considered possible after the emergency.
4. Absence caused by exposure to contagious disease in the immediate family where the employee, though not ill himself is required to be absent from work shall be chargeable against accumulated days of sick leave.

## ARTICLE XI

### Absence for Bereavement

The following special provisions shall apply to absence because of death of a member of the immediate family.

A. Absence due to death of a member of the immediate family shall not be charged to allowable days of sick leave for the first three (3) consecutive scheduled working days. Days in excess of three (3) days shall be chargeable to allowable days of sick leave.

## ARTICLE XII

### Absence for Personal Business

A. One (1) day per year shall be provided each regular teacher as leave for personal business, and if not used may be transferred to sick leave accumulation. One (1) additional day may be used for personal business and charged against sick leave.

B. It is agreed that personal leave days are provided for the vast number of legitimate business, professional, and family obligations a teacher regularly incurs and which cannot be met outside the regular school day.

C. A statement of purpose to the building principal shall be required prior to the leave and in all cases, notification of intent to be absent shall be given at the earliest possible time.

D. Teachers who are scheduled in more than one building shall notify both principals.

E. The day before and the day after a holiday is not allowable except in emergency; nor is hunting, or other recreational activities.

F. Absence for personal business is not accumulative.

G. Court appearance in any case connected with the teacher's employment or the school, shall not be counted as a personal business day nor charged against accumulated sick leave.

H. Failure to comply properly with any of the above regulations may result in full loss of pay.

ARTICLE XIII

General Leave Provisions

The following general provisions shall apply when it is necessary for an employee to be absent.

A. Under no circumstances should a teacher be absent from school without advance knowledge of the building principal or the superintendent's office.

B. Absence should be reported as early as possible. If at all possible, absence from school should be anticipated. This helps to avoid a last minute rush for substitutes and makes for accurate records and reports.

C. All teachers who know on the day preceding that they will be absent shall report such anticipated absence to his principal. In all other instances, teachers shall report their absences to the principal before 6:45 a.m.

D. All special service teachers who are assigned to more than one building shall report their absences to all principals in whose buildings they are scheduled.

E. Teachers whose length of absence is not determined at the time the absence is reported, shall notify the principals of the buildings to which they are assigned at least one hour before closing time of the day previous to the one on which they will return. Special service teachers shall notify the principals in whose building their substitutes are working at the time of notification.

F. If no notification of intent to return is received by the deadline, the substitute will be instructed to return the following day.

G. Maternity Absence - shall be granted for a period of one year, plus any unfinished year. An employee requesting such absence shall file her request in writing at least six months before the expected birth of the child. Maternity absence may begin after the fourth month of pregnancy, or at such time as in the opinion of the administration the teacher's condition is affecting her efficiency as a teacher. Return from such leave will be no earlier than six (6) weeks after the termination of the pregnancy. By March 15 of the first full year of absence, the employee shall signify in writing to the superintendent of schools notice of intention to return or resign, failure to provide such notice will be in the equivalent of resignation. However, if said teacher wishes to return, a contract will be offered providing a suitable position is available. At the time of employees scheduled return to teaching, she shall present a physicians statement indicating fitness to return to her teaching duties.



ARTICLE XIV

Professional Grievance Negotiation Procedure

Any teacher or group of teachers, or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may file a written grievance.

A. Grievances shall be presented and adjusted in accordance with the following procedures:

STEP 1. The teacher or teachers with a grievance may within five working days of the occurrence of the matter grieved first discuss the matter with the principal, individually or accompanied by an Association representative, with the objective of resolving the matter informally. Written notations or records in this step shall not be kept by either party.

STEP 2. In the event the matter is not resolved informally, the grievance, stated in writing, may be lodged or submitted as a grievance to the principal of the school in which the grievance arises within five days following the act or condition which is the grievance. This written grievance should contain:

1. Nature of grievance
2. Article and section of contract allegedly violated
3. Remedy to be desired

a) A grievance may be lodged and thereafter discussed with the principal

1. By the individual teacher
2. By a teacher accompanied by an Association representative serving as an observer
3. If a principal so desires, he/she may also request the presence of an observer

b) Within five (5) days after receiving the grievance, the principal shall state his decision in writing to the teacher or teachers involved.

STEP 3. If the grievance is denied by the principal, it shall be transmitted directly to the superintendent at the request of the teacher or the Association with the teacher's written approval. The superintendent shall have five (5) days from receipt to state his decision in writing to the teacher or teachers involved.

STEP 4. If the grievance shall be denied by the superintendent, the teacher or Association with teacher's written approval, may request that the superintendent transmit to the Secretary of the Board his decision with a written statement of reasons why it is being disapproved.

STEP 5. Within thirty (30) days or less of receipt of grievance, the Board may hold a hearing thereon, may designate two (2) or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration and determination of the grievance.

STEP 6. In the event the grievance is not satisfactorily resolved in STEP 5 or if no decision is reached within fifteen (15) days, the Association may:

- a. Request a meeting with the Board or its representatives to consider fairly and in good faith other methods of settlement which might be mutually agreed upon.
- b. Submit grievance to the State Mediation Board for mediation.

B. In all steps of the grievance procedure prior to STEP 6, the time designated for the procedure will be such as to not disrupt the uninterrupted schedule of classes and the school program.

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

D. In the event that the State Labor Mediation Board is requested to negotiate a grievance arising out of this contract Agreement, the teacher grieved and one Association representative will be released if necessary from regular school duties without loss of salary or other compensation or right when proceeding under STEP 6 of Grievance Procedure.

## ARTICLE XV

### Teacher Evaluation and Discipline

The strengths and weaknesses of any school system are directly attributable to the quality of performance of all employees connected with that school system whose actions, attitudes, and decision make an impact upon the personalities of youth.

A. Evaluation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. Each observation shall be made for a minimum of thirty (30) consecutive minutes.

B. Probationary teachers shall be evaluated at least once each semester, and Tenure teachers will be evaluated at least once every two (2) years thereafter by their principals. A written report shall be completed and signed by the principal and the teacher. A copy of the report shall be given to the teacher upon request. A teacher may submit his own evaluation if he does not agree with the principal's evaluation. Both evaluations are to be placed in the teacher's personnel file. A teacher may also confer with the superintendent regarding his evaluation.

C. No later than April 1 of each probationary year the final written evaluation report will be furnished the superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the superintendent.

D. Each teacher shall have the right upon his request to review the contents of his own personnel file relating to evaluation reports of the Flat Rock Community School District, commendations, and copies of correspondence related to him and initiated by the school district after employment. Privileged information such as confidential credentials, reports and related personnel references normally sought at the time of employment are specifically exempted from review. The review shall be made in the presence of the administrator responsible for the safekeeping of these files, which the parties acknowledge are the property of the school district and not to be removed from the office of the administrator. In this review, the teacher may be accompanied by a representative delegated by the Association provided the teacher gives his written consent to the third party's presence to the administrator.

E. Discipline of teachers shall be governed by the following procedure:

1. A teacher or teachers needing discipline shall be orally warned of the unsatisfactory work or infraction with the objective of resolving the matter informally.
2. In the event the matter is not resolved informally, the teacher shall then be given a written warning.
3. If improvement after receiving a written warning is not evident, said teacher or teachers shall be subject to further discipline including suspension without pay.



F. The sole remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of his rights hereunder will be pursuant to the grievance procedure; provided, however, that nothing contained herein will deprive any teacher of any legal right which he presently has, provided that if a teacher elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

## ARTICLE XVI

### Educational Improvement

Student achievement is our most important product. All policy should, therefore, be directed toward achieving this end. In working to achieve this goal, it is recognized that the teacher is the key person. The teacher must think positively, view critically, and act wisely if learning is to be facilitated.

In order to facilitate this important role of the teacher in helping shape and develop educational improvement, a district-wide Teachers' Council of teachers representing the entire faculty, shall be organized and operate as follows:

#### A. Teachers' Council

1. Purpose - Formulate and present ideas for improving the educational program in the Flat Rock Community Schools.
2. Membership - Teachers in each building shall elect Council representatives as follows:

	<u>Regular</u>	<u>Alternate</u>
Flat Rock High School	2 members	1 member
Simpson Junior High	2 members	1 member
Evergreen Elementary	2 members	1 member
Barnes Elementary	2 members	1 member

Members will serve for two (2) year terms.

A chairman shall be elected at the first meeting of the Council in September.

The superintendent and principals may be utilized by the Council as resource persons.

3. Operation -
  - a. Meetings of the Council shall be monthly or more often if necessary.
  - b. The Council shall act as a clearing house for ideas or proposals relating to educational improvements.
    1. Any teacher or department may submit proposals to the Council through their building representative.

- c. The Council shall assign priorities to proposals, delegate committees to study them and receive committee recommendations.
  - 1. The Council in assigning study committees shall have at its disposal, the entire Flat Rock faculty.
  - 2. Committees shall be created by and be responsible to the Council.
  - 3. Committees shall fall into three broad categories; curriculum, in-service training, and ad hoc committees.
- d. The Council shall review all committee recommendations and forward its recommendations to the school administrators council for their recommendations prior to submission to the Board.
- e. Final approval of recommendations rests with the Board. The parties agree that the Council and its sub-committees serve in an advisory capacity only, and that failure of the Board to place any of those recommendations in effect shall not constitute the basis for a grievance.

B. Miscellaneous Provisions Relating to Education Improvement

- 1. In the interest of up-grading the instructional program and to help teachers keep abreast in their field, two (2) days absence per school year may be used by the teacher, after prior arrangements and permission is received from the building principal, for visiting another school system, attending professional meetings or conferences related to his teaching position, but excluding Association business meetings or conferences. 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.
- 2. Teachers accept the obligation to use unit plans of instruction as developed and provide emergency plans for substitute teachers.
  - a. Lesson plans for the following week will be left with the building principal before leaving on Friday afternoon.
- 3. That as often as possible, each teacher shall devote some portion of the school day to discuss with pupils proper attitudes, behavior, courtesy, etc.
- 4. That elementary teachers as often as possible during the last few minutes of their class or day, evaluate with their class accomplishments achieved that day.

5. The preparation period shall be utilized by teachers to grade papers, prepare lesson plans and units, consult with students, read professional magazines and articles, and improve professional standards, etc. The period is **not** to be considered a social hour.
  - a. If an assembly or other activity is scheduled during this preparation period, the teacher forfeits his preparation period and takes up his regular responsibilities as is required.
  - b. During the preparation period the teacher will avail himself to his students for guidance or direction.
  - c. Teachers shall be available for conferences.
  - d. During this preparation period the teacher will be on the premises and available at all times except by prior permission of the principal.

C. Miscellaneous Provisions Relating to Student Management

1. That the management of students before, during, and after the school day is an integral part of every teacher's duty and, therefore, teachers agree to promote conditions inside and outside of school which are conducive to self discipline and good citizenship.
  - a. Before school, during passing of students between classes, and at dismissal, teachers shall station themselves in the vicinity of their classroom door to regulate student traffic and behavior.
  - b. That teachers in the elementary schools agree that recess is a necessary part of the educational program for this age group and will be readily on hand to protect the safety of all children at all recess duties that are assigned in a reasonable and non-discriminatory manner.
  - c. That teachers agree not to leave their class without some arrangement being made for adult supervision.
2. That teachers shall refrain from discussing with their students matters of a purely personal nature which are not germane to the subject under study with their students.
3. If a teacher's class is involved in an assembly, the teacher is expected to be there to help supervise. Seating arrangements are to be distributed by the principal and teachers are required to sit with their students.



4. Discipline is primarily a teacher's responsibility. Very few students should be referred to the principal for disciplinary reasons. Before referring a student to the principal, a teacher must show evidence of trying a number of disciplinary approaches. Parents should be involved if necessary, after the teacher takes the problem to the principal. This does not exclude earlier involvement of parents if teacher so desires.

Teachers shall never send a student to the office without a written referral.

## ARTICLE XVII

### Miscellaneous Provisions

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

B. This Agreement shall supercede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supercede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual contracts shall be made expressly subject to the terms of this Agreement.

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

D. 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.

E. The continuing contract of any professional employee who has reached the age of sixty-five (65) years shall be cancelled on the last day of the school year during which he attained that age. After sixty-five (65) years of age, an employee may apply for employment on a year to year basis subject to annual approval by the Board.

F. Upon the request of the Board any teacher who enrolls in a course related to his instructional responsibilities at an NCATE (National Council for Accreditation of Teacher Education) accredited college or university shall receive full reimbursement from the Board for his tuition upon the successful completion of such course.

## ARTICLE XVIII

### Negotiating Procedures

It is recognized that matters may from time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

A. Beginning not later than March 1st of the calendar year upon which this Agreement expires the Flat Rock Education Association and the Board agree to negotiate over a successor agreement and in accordance with the procedure set forth herein in a good faith effort to reach an agreement concerning teachers' salaries and all other conditions of their employment.

B. The Association and Board agree to furnish each other in writing by March 1st items which each wishes to negotiate.

C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party 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 and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

D. In order that students may obtain the full benefits of their instruction, it is agreed that all negotiations on behalf of the Association with any representative of the Board will take place after regular school hours.

ARTICLE XIX

Duration of Agreement

This Agreement shall be in effect for a period of one (1) year from September 1, 1967 through June 30, 1968.

A. It is agreed that neither party shall demand any modifications of this Agreement; nor shall either party be obligated to bargaining collectively with the other with respect to any subject or matter referred to or covered by this Agreement or with respect to any subject or matter not specifically referred to or covered herein, even though the same may not have been within the knowledge or contemplation of either party at the time of negotiation of this Agreement.

IN WITNESS WHEREOF, the parties agree that all terms, benefits and conditions of this Agreement are to become effective July 1, 1967 and have been duly executed this Agreement on the date first above written.

FLAT ROCK BOARD OF EDUCATION

FLAT ROCK EDUCATION ASSOCIATION

\_\_\_\_\_  
President

\_\_\_\_\_  
President - Negotiator

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Negotiator

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Negotiator

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Negotiator

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Negotiator

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Negotiator



SCHEDULE "A"

1967-68 TEACHER'S SALARY SCHEDULE 1

STEPS	B.A.	<u>*B.A.+ 10 Hr.</u>		<u>*B.A.+ 20 Hr.</u>		M.A.	<u>*M.A. + 10 Hr.</u>	
	(Index)					(Index)		
0	(1.00)	5800	5900	6000		(1.055)	6119	6219
1	(1.04)	6032	6132	6232		(1.095)	6351	6451
2	(1.08)	6264	6364	6464		(1.135)	6583	6683
3	(1.13)	6554	6654	6754		(1.185)	6873	6973
4	(1.18)	6844	6944	7044		(1.235)	7163	7263
5	(1.23)	7134	7234	7334		(1.285)	7453	7553
6	(1.28)	7424	7524	7624		(1.335)	7743	7843
7	(1.33)	7714	7814	7914		(1.395)	8091	8191
8	(1.39)	8062	8162	8262		(1.455)	8439	8539
9	(1.45)	8410	8510	8610		(1.515)	8787	8887
10	(1.52)	8816	8916	9016		(1.585)	9193	9293

\*Applied annually, September 1st each year

1967-68 TEACHER'S SALARY SCHEDULE 2

STEPS	B.A.	<u>*B.A.+ 10 Hr.</u>		<u>*B.A.+ 20 Hr.</u>		M.A.	<u>*M.A. + 10 Hr.</u>	
	(Index)					(Index)		
0	(1.00)	6000	6100	6200		(1.08)	6480	6580
1	(1.04)	6240	6340	6440		(1.12)	6720	6820
2	(1.08)	6480	6580	6680		(1.17)	7020	7120
3	(1.13)	6780	6880	6980		(1.22)	7320	7420
4	(1.18)	7080	7180	7280		(1.27)	7620	7720
5	(1.23)	7380	7480	7580		(1.32)	7920	8020
6	(1.28)	7680	7780	7880		(1.38)	8280	8380
7	(1.33)	7980	8080	8180		(1.44)	8640	8740
8	(1.39)	8340	8440	8540		(1.50)	9000	9100
9	(1.45)	8700	8800	8900		(1.57)	9420	9520
10	(1.52)	9120	9220	9320		(1.64)	9840	9940

\*Applied annually, September 1st each year

Teacher Contract Days - 200

A. It is agreed that should State Aid be reduced from the present formula \$407.50 less 15 mill deductible then, salary schedule #1 will be affected for the 1967-68 school year.

B. If the State Aid formula \$407.50 - 15 mill deductible remains the same or is improved then, salary schedule #2 shall be affected for the 1967-68 school year.

C. HEALTH INSURANCE

Health care insurance for those teachers so desiring, the Board will provide the following coverage:

Basic Hospital-Medical-Surgical-Maternity	\$8.80 per month
Basic coverage - Spouse	8.15 per month
Basic coverage for Spouse and Children	11.05 per month

SCHEDULE "B"

1967-68

Extra Pay for Extra Work

FOOTBALL

Varsity - Head	\$ 600
Assistant	425
Reserve - Head	425
Assistant	425
Jr. High - Head	350
Assistant	350
Assistant	350

CROSS COUNTRY

Varsity - Head	500
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BASKETBALL

Varsity - Head	600
J.V. - Head	425
Jr. High - Head	350
Assistant	350
Assistant	350

GYMNASTICS

Varsity - Head	600
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JR. HIGH EQUIPMENT MGR. 200

BASEBALL

Varsity - Head	\$ 600
J. V. - Head	425
Jr. High - Head	350

TRACK

Varsity - Head	600
Jr. High - Head	350

GOLF

Varsity - Head	300
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WRESTLING

Varsity - Head	600
J. V. - Head	425
Jr. High - Head	350

ATHLETIC DIRECTOR

600

G.A.A.

Sr. High	400
Jr. High	400

CHEERLEADER

Sr. High	200
Jr. High	200

Junior High Play and/or Musical \$100 per person up to two people.

Senior High Play and/or Musical \$100 per person up to two people.

Driver Education \$4.50 per hour - behind the wheel.

Driver Education \$5.00 per hour - classroom instruction.

Adult Education \$5.00 per hour - classroom instruction.

Summer School instructor \$5.00 per hour.

Band Director - \$600 or (additional preparation period + \$200)

Senior Class Sponsor - Two @ \$50.00 each.

Mileage Allowance: \$50 in District on daily basis

8¢/mi outside Wayne County

10¢/mi in Wayne County

SCHEDULE "C"  
SCHOOL CALENDAR  
1967-68

August 30, 31.....	New Teacher Orientation
September 5.....	Teachers Report - Faculty Meetings
September 6.....	Students Report - 1/2 Day Faculty Meetings - 1/2 Day
September 7.....	First Full Day of School
November 2, 3.....	State Institute Days
November 23, 24.....	Thanksgiving Recess
December 23.....	Christmas Recess Begins
January 2.....	Classes Resume
January 26.....	Record Day - Semester Ends
April 12.....	Good Friday - No School - Easter Recess Begins
April 22.....	Classes Resume
May 30.....	Memorial Day - No School
May 31.....	No School
June 12.....	Last Day of School for Students
June 13, 14.....	Record Days
Total Membership.....187 Days	
Total Attendance.....182 Days	

A. Prior to the adoption by the Board of the annual school calendar the Board agrees to schedule a meeting with representatives of the Association to seek its advice on the content thereof. The Board further agrees that the teachers work year shall not exceed 200 contracted days.

B. Returning teachers shall not be required to report more than one (1) day prior to the beginning of classes for pre-school teachers workshop, however, new teachers to the system shall be required to attend a two (2) day pre-school orientation workshop.