

Research
Flat Rock

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AGREEMENT

OFFICE OF
PROFESSIONAL NEGOTIATIONS

This Agreement entered into this day of Aug. 13, 1968
between the Board of Education of the Flat Rock School,
Galesburg, Michigan, hereinafter called the "Board" and the
Flat Rock Education Association, hereinafter called the
"Association".

Flat Rock

"WHEREAS, the board of education is required by law to
negotiate with the Association on wages, hours and the
terms and conditions of employment of teachers and the parties
through negotiations in good faith have reached agreement on all
such matters and desire to execute this contract covering such
agreement".

Flat Rock Ed. Assoc.

ARTICLE I

Recognition

1.01 The Board hereby recognizes the Association as the
exclusive bargaining representative, as defined in Section 11 of
Act 379, PA of 1965, for all CERTIFIED TEACHING PERSONNEL UNDER
CONTRACT, but excluding supervisory and executive personnel, office,
clerical, and maintenance and operating employees.

- (a) The term "teacher" when used hereinafter in this agree-
ment shall refer to all employees represented by the
name of the employee organization in the bargaining or
negotiating unit as above defined.
- (b) The term "board" shall include its officers and agents.

1.02 The Board agrees not to negotiate with any organization other
than that designated as the representative pursuant to Act 379,
PA of 1965, 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 incon-
sistent with the terms of this Agreement, provided that the Assoc-
iation has been given opportunity to be present at such adjustment.

Mea
1216 Kentale
E. Hans., M.
48823

MANAGEMENT RIGHTS CLAUSE

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

- (1) To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees;
- (2) To hire all employees and subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion and to promote, and transfer all such employees;
- (3) To establish grades and courses of instruction, including the special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
- (4) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
- (5) To determine class schedules, the course of instructions, and the duties, responsibilities, and assignment of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities and the terms and conditions of employment.

The exercise of the foregoing powers, rights, 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.

1.03 Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Executive Secretary of the Board an assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association) to be made in equal amounts during September, October, and November of said year.

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

ARTICLE II

Teachers Rights

2.01 Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership or non 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.

2.02 The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency.

2.03 The Association and its members shall have the right to use school building facilities. The use of the school building facilities by the Association for meetings will be granted, provided this demand is cleared through the Executive officer of the Board, and will in no way interfere with the normal operations of the

school. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards and other established media of communication shall be made available to the Association and its members.

2.04 The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information made public or of a public nature concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

2.05 The Board of Education wishes to call attention to the fact that all Board meetings are Public meetings and may be attended by anyone. The Board furthermore invites the Association to have representation at meetings. The Association may review the minutes at anytime.

ARTICLE III

Professional Compensation

3.01 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, provided, however, that upon written notice to the other party at least ninety days prior to the first day of May of every year of the Agreement, either party may request the reopening of negotiation of such salary schedule.

3.02 The salary schedule is based on a normal teaching load as indicated in Article VI - Section A, for a 180 day teaching year, plus 1 (one) pre-school day making a total of 181 days. For work beyond the normal day a teacher may be entitled to professional compensation based on his contractual salary.

3.03 Teachers shall not be required to report more than two days prior to the beginning of classes.

3.04 The following legal holidays shall be observed and all schools closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day.

3.05 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, including arbitration, shall be released from regular duties with substitute pay deducted for the time involved.

ARTICLE IV

Teaching Hours in Flat Rock Elementary School

4.01 The Teacher's normal teaching hours shall be as follows:

1. Teachers shall be at their assigned places of duty by 8:15 a.m.
2. Classes shall begin at 8:45 a.m.
3. Classes shall end no later than 3:10 p.m.
4. The teacher's day shall conclude at 3:30 p.m. except that on Friday or in the last teaching day of the week they may leave at 3:20 p.m.

4.02 The Board recognizes the principle of a standard workweek and will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within such standard workweek. It is the responsibility of each individual teacher, as well as the board, to provide the highest quality educational program practicable for every boy and girl in the school district. This includes:

1. Careful daily preparation.
2. Attendance at staff meetings.
3. Participation in activities of the school such as:
 - A. P.T.C. meetings, with Teachers attendance optional.
 - B. Public performances of children in plays, athletic activities, and other extra curricular activities when under the jurisdiction of the teachers concerned.
 - C. Parent Teacher Conferences will be held twice per year. The first conference will be at the end of the first marking period. The parents will receive the child's report card. This meeting will be set to coincide with the P.T.C. meeting. Time will be from 6:30 till 10:30. This second meeting will be held at the end of the first semester, this meeting will also be part of the P.T.C. meeting.

✓ 4.03 All teachers shall be entitled to a duty free lunch period in our elementary school, equivalent to a regular class period, in no event less than 50 minutes, with a minimum of 30 minutes duty free, and the balance of 20 minutes to be used in class preparation. This duty free period is subject to emergency situations or problems connected with inclement weather.

✓ School Lunch Schedule:	Grades 1 - 3	11:30 till 12:25
	Grades 4 - 6	11:45 till 12:40
	Grades 7 - 8	12:00 till 1:00

This schedule will change at the start of the second semester, that is each group will go in inverse rotation.

4.04 Elementary teachers will be provided with a morning and afternoon recess, that is Grades 1 through 6 for a 20 minute session all inclusive.

4.05 Superintendent is to supervise the loading of the last school busses, in event of his inability he will seek out assistance from a teacher.

4.06 A Bathroom break will be permitted for 7th & 8th grades, mornings only for a 10 minute duration.

ARTICLE V

Teaching Loads and Assignments

5.01 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.

5.02 The Board agrees to employ only those teachers holding a provisional or permanent (continuing) certificate; and have their training at a college or university accredited by the NCATE, if a satisfactory one is available at the time of hiring.

ARTICLE VI

Teaching Conditions

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board.

6.01 Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered and wherever possible should not exceed the following maxima:

Teachers who are assigned classes which exceed these maximum standards shall receive compensation at the rate of \$1.00 per pupil per week in excess of 30 and \$2.00 per pupil per week in excess of 35.

1. Kindergarten 22 - 25 pupils
2. Elementary school grades 25 - 30 pupils
3. Special classes for handicapped, mentally retarded, or remedial classes-15 pupils
4. Special sight saving and hearing conservation classes 12 pupils
5. Emotionally disturbed 9 pupils

6.03 The Teachers of the Flat Rock District will be relieved of the following duties: (a.) safety patrol duties; collection of milk and lunch moneys, study halls. The office secretary will continue to assist the teachers in the preparation of teaching aids.

6.04 The Board shall make available in the school adequate lunch-room, restroom and lavatory facilities exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted.

6.05 All school policy, new or revised will be formulated only after reasonable opportunity has been presented for discussion between administrators and / or Board and teachers in the area in which the policy will be effective, final decision to rest with the Board, providing it does not conflict with the Master Contract.

6.06 Telephone facilities shall be made available to teachers for their reasonable use.

6.07 In schools where continuous cafeteria service for teachers is not available, a vending machine for beverages shall be installed at the request of the Association.

6.08 Adequate parking facilities shall be made available to teachers for their exclusive use.

6.09 Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, provided that in no way does it effect the work of the teacher.

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

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

ARTICLE VII

7.01 The administrator will provide a curriculum guide for each grade with assistance from committees comprised of teachers in each section.

7.02 The curriculum committee shall be composed of the Superintendent, two Board members and all the Teachers.

7.03 The duties of the committee shall include semi-annual meetings to be held at the end of the first semester and again in the latter part of May. These meetings, will be held to review and suggest revision of the Curriculum guide to the Board if necessary.

ARTICLE VIII

Vacancies and Promotions

8.01 Whenever any professional vacancy on the Administrative and supervisory level shall occur, the Board will publicize during the school year (September to June) and will include a general statement of the qualifications required. During the months of July and August written notice of any such vacancy will be given to the Association, including a general statement of the qualifications required. No vacancy will be filled, except on a temporary basis, within fourteen (14) calendar days from the date of the notice.

8.02 Any teacher interested in a full time non-administrative or non-supervisory position offering compensation above his position on the teachers salary schedule may, at any time, file written application for such position with the superintendent. Whenever any such vacancy occurs, each application will be given full

consideration and those applicants not selected shall, upon request, receive an explanation from the superintendent or his designee.

8.03 Any teacher may apply for such vacancy, In filling such vacancy, the Board agrees to give weight to the professional background and attainments of all applicants, the length of time each has been in the school system and other relevant factors. The parties recognize that, while the Board will continue to adhere to its policy of promotions from within its own teachings staff, the filling of vacancies of a promotional nature is a prerogative of the Board and the decision of the Board will be final. t

ARTICLE IX

Sick Pay

9.01 All teachers absent from duty on account of personal illness or any other approved reason as set forth in Article X shall be allowed full pay for a total of 12 days in any school year. If sickness extends beyond annual allotment accumulated days may be used.

9.02 Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law, shall receive from the Board the difference between the Workmen's Compensation payment prescribed by law and his regular salary to the extent and until such time as such teacher shall have used up any so called "sick pay" provided herein.

9.03 Each teacher shall be entitled to an accumulation for the unused portion of each year's leave not to exceed 100 days. A teacher using sick leave in a fraudulent manner will be subjected to loss of 12 days sick leave.

9.04 Each teacher will be allowed to use 2 sick days per year for personal business. These days will be permitted when the business at hand must be transacted during the course of a normal working day, in this particular instance from 8 a.m. to 3 p.m.

ARTICLE X

Leaves of Absence

10.01 Any teacher whose personal illness extends beyond the period compensated under Article IX shall be granted a leave of absence without pay for such time as is necessary for complete recovery

from such illness. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.

10.02 Leaves of absence with pay chargeable against the teacher's sick leave shall be granted for the following reasons:

1. A maximum of five days per school year for a critical illness or death in the immediate family.
2. One day when emergency illness in the immediate family requires a teacher to make arrangements for necessary medical or nursing care. The immediate family will include spouse, children, mother or father, brother, and sister.

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

1. Study related to the teacher's license field.
2. Study to meet eligibility requirements for a license other than that held by the teacher.
3. Study, research or special teaching assignment involving probably advantage to the school system.

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

10.04 A maternity leave shall be granted without pay, commencing not later than the end of the sixth month of pregnancy, except when this date falls within one school month of the end of the semester the teacher may be permitted to complete the semester. In event the teacher desires to return to the system, in case of a vacancy she would be welcomed.

10.05 Teachers who are officers of the Association or are appointed to its staff should, upon proper application, be given leave of absence without pay for the purpose of performing duties for the Association.

10.06 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.

10.07 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.

10.08 The Board shall not discriminate against any teacher for campaigning for, or serving in, a public office. The Board shall grant a leave of absence without pay to any teacher to campaign for, or serve, a public office.

10.09 In the event a teacher is selected for jury service, he will be released from regular school duties, without deduction of sick leave. The teacher shall receive the difference between the pay for jury service and days salary.

ARTICLE XI

Terminal Leave

11.01 If a teacher has completed (10) ten or more years of service in the Flat Rock School District, he will be paid for one-third (1/3) of all accumulated unused sick days up to a maximum of fifty (50) days at the substitute rate for the 1968-1969 school year, if he terminates his employment under either of the following circumstances:

1. Voluntary retirement under the provisions of the State Retirement Act.
2. Forced retirement, prior to regular retirement age for health reasons.
3. Death while in the employ of the Board.

11.02 If, after receiving a payment under this provision, a former employee resumes employment with the Board and again becomes eligible for payment hereunder, payments previously made will be deducted from any subsequent payments to which he is entitled.

ARTICLE XII

Insurance Protection

12.01 Beginning with 1968-1969 school year, the Board will agree to pay \$10.00 per month per teacher for health insurance coverage. This amount may, at the teacher's option be applied as follows:

Plan 1 - Individual or Family MEA Basic and Major Medical and MEA Income and Life Protection Benefits.

Plan 2 - The equivalent of plan 1 to be applied to purchase of:
a. Group term life insurance
b. Separate major medical protection
c. Income protection for long range disability.

12.02 If two (2) or more teachers belong to a single family unit and are eligible for coverage under the same policy, each may, at his option, have all or any part of his \$10.00 applied to the cost of a single policy covering said family unit.

12.03 The above participation will be for full time employees only. This participation will be for a twelve month program. The effective date of July 1, 1968 when the Master contract is accepted.

Salary Schedule

The following salary schedule was approved jointly by the Association and Board of Education and is therefore in effect for the school year of 1968-1969.

STEPS		B.A.	B.A. + 20	M.A.
Base		\$6000.00	\$6150.00	\$6500.00
1	4%	\$6240.00	\$6396.00	\$6760.00
2	4%	\$6480.00	\$6642.00	\$7020.00
3	4%	\$6720.00	\$6888.00	\$7280.00
4	4%	\$6960.00	\$7134.00	\$7540.00
5	4%	\$7200.00	\$7380.00	\$7800.00
6	5%	\$7500.00	\$7687.50	\$8125.00
7	5%	\$7800.00	\$7995.00	\$8450.00
8	5%	\$8100.00	\$8302.50	\$8775.00
9	6%	\$8460.00	\$8671.50	\$9165.00
10	6%	\$8820.00	\$9040.50	\$9555.00
11	6%	\$9180.00	\$9409.50	\$9945.00

For experience outside the Flat Rock District the Board will grant full credit for the first 4 years and 1/2 of the remaining years experience.

Salary Schedule (cont'd)

Any teacher who enrolls in a course beyond State Requirement related to his instructional responsibilities at an NCATE (national Council for Accreditation of Teacher Education) accredited college or university shall receive 50% of the cost per semester hour from the Board for his tuition and instructional materials upon the successful completion of such course, not to exceed 8 semester hours per contract year. Said instructional materials are to become a part or property of the school library for faculty use.

SALARY PROPOSAL

For Non-Degree Teachers

Salary adjustment for 1968-1969

The increment for non-degree teachers will be 10% of present salary or an amount of \$591.60.

Insurance at \$120.00

Salary adjustment to be increased to 10%.

Mrs. Ranguette	\$6507.60
Insurance	120.00
Mrs. Sutter	\$6507.60
Insurance	120.00
Mr. Ivens	\$6507.60
Insurance	120.00

ARTICLE XIII

Teacher Evaluation

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

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

13.03 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.

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

ARTICLE XIV

Protection of Teachers

14.01 Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is

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

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

14.03 If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will consider legal counsel.

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

14.05 The Board will reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises.

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

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

ARTICLE XV

Negotiation Procedure

15.01 It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this agreement upon request by either

party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

15.02 In the event the salary schedule is reopened for negotiation, by either party, the parties will promptly negotiate for the purpose of reaching an agreement, upon a revised salary schedule. At least 90 days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

15.03 In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratifications.

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

ARTICLE XVI

Professional Grievance Negotiation Procedure

16.01 Any teacher, group of teachers of 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, terms or conditions of employment, must file a written grievance with the Board.

16.02 Within five school days of receipt of the grievance the designated representative of the Board shall meet with the

Association in an effort to resolve the grievance. Affected teachers may or may not present at such meeting. If the meeting is with the Superintendent he shall have ten days from receipt to approve or disapprove it. If the grievance shall be denied by the Superintendent, the grievance shall immediately be transmitted to the secretary of the Board, with a statement of reasons why it is being disapproved.

16.03 Within 15 days from receipt of the grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one 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 of the grievance, provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than 20 days after its submission to the Board.

16.04 If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to arbitration before an impartial arbitrator selected by the parties. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the Education Association and the Board. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

16.05 If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.

16.06 The costs of any arbitration under this article shall be shared equally by the Board and the Association.

ARTICLE XVII

Miscellaneous Provisions

17.01 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 6:30 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

17.02 Polygraph or lie detector devices shall be used only with consent of teacher or pupil during an investigation.

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

17.04 The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof 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.

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

17.06 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.

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

17.08 No employee shall be offered a teaching contract after his or her sixty-fifth birthday except by mutual consent of both parties that when said employee reaches his or her sixty-fifth birthday after signing said contract, employment shall continue for the duration of that school year.

17.09 Employees of the school district may accept work outside of the school system provided it does not in any way interfere with the efficient performance of his school duties nor conflict with the school activities. Employees will not be permitted to tutor own pupils during the school year.

ARTICLE XVIII

Professional Responsibility

18.01 Consistent with the Code of Ethics of the Education Profession, membership in the Association shall be open to all teacher regardless of race, creed, sex, marital status, or national origin.

18.02 It is recognized that because of religious conviction, or otherwise, some teachers object to joining any organization engaged in collective bargaining. At the same time, collective bargaining entails expense which should be shared by all teachers who are beneficiaries of such bargaining. To this end, such teacher shall cause to be paid to the association of a sum equivalent to the dues and assessments paid by the members of the Association.

ARTICLE XIX

19.01 REDUCTIONS IN PERSONNEL AND ANNEXATIONS AND CONSOLIDATIONS OF DISTRICTS. 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.

19.02 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.

19.03 Should substantial and unforeseen changes in student population or other conditions make necessary a general reduction in the number of teachers employed by the Board, the Board will retain, as nearly as possible, those teachers with permanent teaching certificates having the longest service in the district. The Board will further use their best efforts to assist all teachers terminated for a lack of work to secure employment in an adjacent school district upon terms and conditions as nearly comparable as possible.

ARTICLE XX

Continuity of Operations

20.01 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 by an impartial third party, 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.

20.02 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 1 of the Employment Relations Act.

FLAT ROCK PUBLIC SCHOOL

School Calendar

1968-1969

Dates	Week	Membership	Attendance
Sept. 3	Teachers Meeting		
Sept. 4 - 10	1	5	5
Sept. 11 - 17	2	5	5
Sept. 18 - 24	3	5	5
Sept. 25 - Oct. 1	4	5	5
Oct. 2 - 10	5	5 (MEA 3 & 4)	5
Oct. 11 - 17	6	5	5
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Totals	6	30	30
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Oct. 18 - 24	7	5	5
Oct. 25 - 31	8	5	5
Nov. 1 - 7	9	5	5
Nov. 8 - 14	10	5	5
Nov. 15 - 21	11	5	5
Nov. 22 - Dec. 2	12	5 (Thanksgiving 2)	5
<hr/>			
Totals	12	30	30
<hr/>			
Dec. 3 - 9	13	5	5
Dec. 10 - 16	14	5	5
Dec. 17 - Jan 6	15	5 (Xmas Vacation)	5
Jan. 7 - 13	16	5	5
Jan. 14 - 20	17	5	5
Jan. 21 - 27	18	5	5
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Semester Total	18	90	90

RECAP: 180 days of membership & Teacher pupil Instruction
 1 day: One pre-school day.

FLAT ROCK PUBLIC SCHOOL

School Calendar

1968-1969

Dates	Week	Membership	Attendance
Jan. 28-Feb. 3	19	5	5
Feb. 4-Feb. 10	20	5	5
Feb. 11 - 17	21	5	5
Feb. 18-24	22	5	5
Feb. 25- Mar. 3	23	5	5
Mar. 4 - 10	24	5	5
<u>Totals</u>	<u>24</u>	<u>30</u>	<u>30</u>
Mar. 11 - 17	25	5	5
Mar. 18 - 24	26	5	5
Mar. 25 - 31	27	5	5
Apr. 1 - 9	28	5 (Easter)	5
Apr. 10-16	29	5	5
Apr. 17 - 23	30	5	5
<u>Totals</u>	<u>30</u>	<u>30</u>	<u>30</u>
Apr. 24 - 30	31	5	5
May 1 - 7	32	5	5
May 8 - 14	33	5	5
May 15 - 21	34	5	5
May 22 - 28	35	5	5
May 29 - June 5	36	5 (Memorial Day)	5
<u>Semester Totals</u>	<u>18</u>	<u>90</u>	<u>90</u>

ARTICLE XXI

Duration of Agreement

This Agreement shall be effective as of Aug. 12, 1968
and shall continue in effect for one (1) year until the 30 day
of June, 1969. This Agreement shall not be extended orally
and it is expressly understood that it shall expire on the date
indicated.

Board of Education

By Ralph W. Gray
President

By Harold Chemin
Secretary

Education Association

By Thomas A. Tetzke
President

By Mrs. Kathleen Boyle
Secretary