

Aug. 30, 1971

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Flat Rock Community Schools

FLAT ROCK COMMUNITY SCHOOLS

MASTER CONTRACT AGREEMENT

1969 - 1971

FLAT ROCK EDUCATION ASSOCIATION

AND

FLAT ROCK BOARD OF EDUCATION

LABOR AND INDUSTRIAL  
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## AGREEMENT

This Agreement is made and entered into this 1st day of September, 1969 by and between the Board of Education of the Flat Rock Community School District, Flat Rock Michigan (hereinafter called the "Board") and the Flat Rock Education Association (hereinafter called the "Association").

### ARTICLE I

#### Recognition

Section 1. The Board recognizes the Association as the sole and exclusive representative, for the purpose of collective bargaining with respect to wages, hours of employment and conditions of employment, of all certificated teaching personnel, excluding the Superintendent, Assistant Superintendent, Principals, Assistant Principals, Director of Guidance & Counseling, Psychologists, and Curriculum Coordinator.

Section 2. 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

Section 1. Pursuant to Act 379 Public Acts of 1965, the Board hereby Agrees that employees 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.

Section 2. Teachers have the right to join the Association, however, membership in a teacher organization shall not be required as a condition of employment.

Section 3. A teacher is entitled to have present a representative of the Association when he is being reprimand, warned or disciplined for any infraction of discipline or delinquency in professional performance.

Section 4. The Association recognizes that the cessation or interruption of professional services by teachers is contrary to law and public policy. The Board and the Association agree, in keeping with the high standards of the teaching profession that all differences between them shall be resolved by the orderly procedures provided herein, without interruption of the school program. Accordingly, the Association and the teachers agree that during the term of this Agreement, they will not authorize, instigate, participate in, encourage or support any cessation or interruption of professional services (i.e., the concerted failure to report for duty, or willful absence of a teacher from his position, or stoppage of work, or abstinence, in whole or in part, from the full, faithful and proper performance of the teachers' duties of employment by any teacher or group of teachers, and pledge themselves to the purpose of insuring continuation of the educational program.

Section 5. The Board also agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

### ARTICLE III - BOARD RIGHTS AND RESPONSIBILITIES

Section 1. The Association recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by law.

Section 2. The exercise of the 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 - INFORMATION

Section 1. The Board agrees to make available to the Association upon request, all public information concerning the financial resources of the District and any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration and the Association shall be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.

Section 2. Every other month during the school year, at the request of the Association, the Board and/or its designated representative shall meet with the officers of the Association to discuss matters related to Section 1 of this article.

### ARTICLE V - USE OF SCHOOL FACILITIES & EQUIPMENT

Section 1. The Association and its members, excluding all other teacher bargaining units, 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.

Section 2. A bulletin board in each teachers' lounge shall be made available to the Association and its members.

Section 3. 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 also be placed in Principal's mail box.

Section 4. 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.

### ARTICLE VI - MEMBERSHIP DUES - PAYROLL DEDUCTION

Section 1. 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. Said authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 15 of any year. Such sum shall be deducted as dues from the regular salaries of all such teachers beginning with the second pay in October. Teachers shall have a choice of one (1) payroll deduction or ten (10) successive payroll deductions with such deductions remitted to the Association as follows:

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

Section 2. On written authorization to the Central Business Office, payroll deductions shall be made for the Wayne County Credit Union, United Foundation and tax sheltered annuity plan.

Section 3. Individual authorization forms shall be furnished by the Association and, when executed, filed by it with the Business Office.

Section 4. The Association agrees that the Board is to be free from liability for any dues remitted to the Association wherein such remittances were authorized by the Association may authorize such payments.

ARTICLE VII - TEACHING HOURS AND DUTY

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

Section 1. PUPILS SCHOOL DAY The length and time for the pupil school day for the 1969-70 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.

The pupils school day may be altered +/- 15 minutes, however, the over-all time shall not be lengthened.

Section 2. TEACHERS DUTY DAY

- A. Teachers shall report to their respective buildings 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.
- B. Teachers shall remain in their respective buildings a minimum of fifteen (15) minutes after the close of the pupils' school day, except when attending necessary professional meetings.
- C. On Fridays and on days preceding holidays, teachers are free from duty at the close of the pupils' school day.
- D. When conditions necessitate, a teacher may seek permission in writing from building principal to leave earlier than the established leaving time.

Section 3. 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

ARTICLE VII - Section 3 (Continued)

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.

Section 4. All teachers shall be expected to participate in a maximum of two (2) evening programs per school year for the purpose of conferences with parents, open-house programs, or display of students work by various departments.

Section 5. All teachers shall be entitled to a duty-free uninterrupted lunch period.

- A. 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 duty-free lunch period.

Section 6. Elementary teachers will be provided at least fifteen (15) minutes relief time per day with the exception of emergency situations.

Section 7. 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.

Section 8. All special teachers shall be provided with relief and preparation time to the same extent as other teachers.

ARTICLE VIII - TEACHING LOADS AND ASSIGNMENTS

Section 1. 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.

Section 2. 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 without their consent.

Section 3. Providing finances permit, as determined by the Board, elementary student shall receive instruction in physical education and/or art and/or music by specialist in these fields.

Section 4. 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.

Section 5. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible.

Section 6. In keeping with the above, the parties agree that the Board or its designated representatives will meet with the Association representatives when requested by the Association, to examine both the class loads within buildings and between buildings for the purpose of exploring ways of adjusting teaching loads equitable to all teachers and all joint decisions will be implemented.

Section 7. 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.

Section 8. The building principal shall have authority to re-assign any teacher duties to meet any emergency situation during school hours for student protection.

Section 9. Nothing in this contract shall be construed to discourage exploration of unique organization for instruction such as team teaching or flexible scheduling.

Section 10. Teachers will receive a tentative assignment for the next school year, preferable 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 changes.

#### ARTICLE IX - REDUCTION IN STAFF

Section 1. Teachers on permanent tenure whose services are terminated because of a necessary reduction in personnel shall be appointed on a seniority basis to the first vacancy in the school district for which they are certified and qualified.

Section 2. Any such reduction of personnel shall be on a seniority basis consistent with the qualifications of the teacher and teaching needs as determined by the Board.

Section 3. In the event of a reduction in staff, the Board shall consult with the Association prior to making their decision as to whose services shall be terminated.

#### ARTICLE X - TEACHING CONDITIONS

The parties recognize that the availability of optimum school facilities for both student and teachers 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.

Section 1. 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.

Section 2. 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.

Section 3. Under no conditions shall a teacher be required to drive a school bus as part of his regular teaching assignment.

Section 4. The Board shall make available in each school, restroom 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.

Section 5. Regular telephone facilities shall be made available to teachers. All long distance calls shall be recorded.

Section 6. A vending machine for beverages will be maintained by the Association at the request of the Association in the area of the teachers' lounge and the proceeds of such machines are to be used by the teachers for the purpose of purchasing flowers, gifts, etc.

Section 7. Parking facilities shall be made available to teachers and reasonably maintained.

Section 8. 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.

Section 9. 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.

Section 10. 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.

Section 11. 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 guilty, no compensation for lost time will be allowed.

Section 12. 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.

Section 13. Teachers at all times shall be expected to exercise reasonable care with respect to the safety of pupils and property.

#### ARTICLE XI - VACANCIES AND TRANSFERS

Section 1. 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 position qualifications in all buildings. Such vacancy shall have been posted for a minimum of one week prior to filling the position.

Section 2. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building, or position shall be made in writing, one copy of which shall be filed with the Principal, the Superintendent, and one copy shall be filed with the Association. The Application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.

Section 3. An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the instructional program. The superintendent and/or principal shall notify the affected teacher and the Association of the reasons for such transfer. If the teacher objects to such transfer for the reasons given, the dispute may be resolved through the professional grievance procedure.



Section 4. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to the existing instructional program. The Board, however, agrees that every effort shall be made to fill such positions from within the system providing the staff members qualifications are equal to or superior to outside applicants.

Section 5. Any teacher who shall be transferred to an administrative or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

#### ARTICLE XII - 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.

Section 1. All absences for sick leave with pay shall be considered as follows:

- A. Teachers shall be granted one (1) day of sick leave absence per month of service or ten (10) days per year.
- B. 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.
- C. Unused portions of the allowable days of absence each year shall accumulate to a maximum of one hundred twenty (120) days.
- D. 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 sick leave 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.
- E. Teachers may be requested to submit a statement from the attending physician for absences of more than five (5) consecutive calendar 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.
- F. Should the necessity arise, the Board and Association shall have the right to require verification of sick leave prior to the five (5) day period as stated above in "E". Any questioning of a teacher regarding such verification of sickness shall be in the presence of the Association Building Representative.

Section 2. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available may be granted a one (1) year leave of absence without pay for the duration of such illness or disability.

### ARTICLE XIII - HEALTH EXAMINATION

Section 1. 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 and shall submit negative tuberculosis reports before their contracts become effective. The total cost of the physical examinations shall be paid by the Board.

Section 2. 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. Tuberculosis reports must be submitted to Central Office no later than 14 days after the school year begins, otherwise, teachers' pay shall be withheld until the report is received. The Board agrees to schedule a local physician to administer the T.B. skin test. Free chest X-rays are available through the Wayne County Health Department.

Section 3. A teacher absent from work because of mumps, scarlet fever, measles or chicken pox shall suffer no diminution of compensation and shall not be charged with loss of personal sick leave.

### ARTICLE XIV - INJURY

Section 1. Absence, 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.

### ARTICLE XV - LEAVES OF ABSENCE

Section 1. General It shall be the policy of the Board to grant unpaid leaves of absence, subject to the forgoing conditions.

- A. Eligibility for an unpaid leave of absence (excluding maternity leave) shall require a minimum of three (3) years continuous employment by the Board immediately prior to such leave of absence.
- B. All unpaid leaves of absence shall be arranged for in advance except in cases of emergency.
- C. No extension of a leave of absence, or a second leave of absence, shall be granted except upon the recommendation of the Superintendent.
- D. A teacher on an unpaid leave of absence shall retain the following employment rights:
  1. The same position on the salary schedule as at time of leaving.

However, provided agreement is reached by the Superintendent and teacher that the leave of absence is in the best interest of both parties, then said teacher shall be granted a one (1) year experience credit on the salary schedule.

2. All unused sick leave held by him prior to start of leave of absence.

- E. A teacher on an unpaid leave of absence must give written notice to the Superintendent by APRIL 1st of the year the leave expires of his intention to return or resign. Failure to furnish such notice may, in the discretion of the Board, constitute resignation.
- F. Re-employment upon return from an unpaid leave of absence shall depend upon an opening on the staff for which the teacher is qualified. Should no vacancy exist at the time of return from a leave of absence the teacher shall retain his right to re-employment in the first staff opening for which he is qualified subject to the terms and conditions of Article V, Section 2 of the Tenure Act.

Section 2. LEAVE FOR ILLNESS IN IMMEDIATE FAMILY: The immediate family shall be defined as:

Father	Son	Father-in-law	Brother-in-law
Mother	Daughter	Mother-in-law	Sister-in-law
Husband	Brother	Grandfather	
Wife	Sister	Grandmother	

The following special provisions shall apply to absence because of illness in the immediate family:

- A. Absence shall be considered as necessary only when no other arrangements for care are possible.
- B. The "necessary care" must be such as would be prescribed by a physician or required by incompetency of the relative requiring care.
- C. In all cases "other arrangement" are considered possible after the emergency.
- D. 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.

Section 3. MATERNITY LEAVE: shall be granted for a period of one (1) year, plus any unfinished year. An employee pregnant, shall notify in writing, her principal at least six (6) months before the expected birth of the child. Maternity absence may begin after the fourth (4) 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.

Section 4. LEAVE OF ABSENCE; PHYSICAL OR MENTAL DISABILITY Any controlling board upon written request of a teacher may grant leave of absence for a period not to exceed one (1) year, subject to renewal at the will of the Board: Provided, That without request, leave of absence because of physical or mental disability may be granted by any controlling Board for a period not to exceed one (1) year: Provided further, That any teacher so placed on leave of absence shall have the right to a

hearing on such unrequested leave of absence in accordance with the provisions for a hearing in Article four, section four of the Tenure Act: Provided, That no leave of absence shall serve to terminate continuing tenure previously acquired.

Section 5. SABBATICAL LEAVE Sabbatical leave shall be available to instructional personnel under the following conditions:

- A. When possible at least one (1) qualified and eligible employee may be granted such leave in any one year.
- B. The application shall be in writing and state information of purpose, specific plans, and program to be pursued. It shall be dated no later than April 1st.
- C. The Superintendent will ordinarily approve applications in order of their submission dates; however, he may deviate from this if, in his judgment, it would work a hardship upon the system.
- D. Sabbatical leave shall not exceed the equivalent of a school year of forty (40) weeks.
- E. One year of sabbatical leave may be granted after seven (7) years of satisfactory professional services in the Flat Rock Public School System. In event a request for a sabbatical leave, regardless of length, is granted, another request for a sabbatical leave from the same employee shall not be considered until the passage of another seven (7) years of continuous service in this system.
- F. Upon completion of sabbatical leave the employee shall present to the Superintendent proof of work accomplished.
- G. Upon completion of Sabbatical leave the employee shall at his request be allowed to return to the specific position vacated as soon as practicable unless the position has been discontinued.
- H. An employee on sabbatical leave shall be paid one-half (1/2) the salary being received by him at the time the leave was granted, such payment to be made in 3 equal installments, one-third (1/3) in each of the first three years after his return.
- I. The salary increment shall be recognized during sabbatical leave.

#### ARTICLE XVI - ABSENCE FOR BEREAVEMENT

Section 1. Absence due to death of a member of the immediate family, as defined in Article XV, Section 2, 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 XVII - ABSENCE FOR PERSONAL BUSINESS - JURY DUTY

Section 1. 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.

Section 2. 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.

Section 3. Notification of intent to be absent for personal business shall be given the principal at the earliest possible time.

Section 4. Teachers who are scheduled in more than one building shall notify both principals.

Section 5. The day before and the day after a holiday is not allowable except in emergency; nor is hunting, or other recreational activities.

Section 6. Absence for personal business is not accumulative.

Section 7. 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.

Section 8. Failure to comply properly with any of the above regulations may result in full loss of pay.

Section 9. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.

#### ARTICLE XVIII - REPORTING ABSENCE FROM SCHOOL

The following general provisions shall apply when it is necessary for a teacher to be absent from school.

Section 1. 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.

Section 2. Anticipated absences shall be reported via central call number 782-1774, between 12 noon and 6:45 a.m. the following morning.

Section 3. The call reporting absences as outlined in Section 1 shall be repeated for each subsequent day of absence, however, absences for extended periods may be reported with the understanding that a call will be made when returning.

Section 4. When said teacher plans to return he/she shall call using the same procedure as in step 1.

Section 5. Teachers failing to comply with the provisions as stated in this article shall forfeit wages equal to 1/2 the substitutes pay.

#### ARTICLE XIX - GRIEVANCE PROCEDURE

Section 1. A grievance is a claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

Section 2. Grievances shall be presented and adjusted in accordance with the following procedures; however, a grievance involving personnel beyond Section 3 shall begin at the appropriate Section.

Section 3. In the event that a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal either personally or accompanied by his Association representative.

Section 4. If, as a result of the informal discussion with the building principal, a grievance still exists, he may invoke the formal grievance procedure on the form set forth in Schedule "D", signed by the grievant and a representative of the Association, which form shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the principal. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by him.

Section 5. Within three (3) school days of receipt of the grievance, the principal shall meet with the Association in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within three school days.

Section 6. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within three school days of such meeting (or six (6) school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the superintendent. Within five (5) school days the superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the Association.

Section 7. If the Association is not satisfied with the disposition of the grievance by the superintendent or his designee, or if no disposition has been made within three (3) school days of such meeting (or six (6) school days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof with its Secretary or other designee of the Board. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter. A copy of such disposition shall be furnished to the Association.

Section 8. If the association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration. 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 proceeding. 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 other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement, nor shall he entertain or make any award on any grievance relative to changes in salary schedules, Board rules, regulations and policies. Both parties agree to be bound by the award of the arbitrator.

Section 9. The fees and expenses of the arbitrator shall be shared equally by the parties.

Section 10. 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 15<sup>th</sup> 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.

Section 11. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure.

#### ARTICLE XX - 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.

Section 1. Evaluation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of mechanical devices for self evaluation shall be used only with the teacher's permission.

Section 2. Probationary teachers shall be evaluated at least once each semester, by their principal, 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.

Section 3. 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.

Section 4. 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.

#### ARTICLE XXII - PROFESSIONAL STUDY COMMITTEE

Section 1. There shall be established a Professional Study Committee composed of eight (8) members, four member to selected by the teachers, one from each building, and four (4) administrators to be selected by the Board.

Section 2. Purpose - Formulate and present ideas for improving the educational program in the Flat Rock Community Schools.

Section 3. This committee shall elect a chairman at the first meeting in September and will establish regular fixed monthly meetings thereafter. The Curriculum Coordinator shall act as chairman if this position exists.

Section 4. This committee shall systematically review at regular fixed meetings, not less than monthly, teaching techniques, courses of study, textbooks, curriculum guides, pupil testing, student discipline policy, guidance programs, programs for Special Education, and any other professional areas which the committee may agree to consider. Additional ad hoc committees may be established to review particular areas of the curriculum.

Section 5. When agreed upon by a majority, the committee herein established shall submit a report of their investigations and recommendations, if any, to both the Board and the Association.

Section 6. Such reports shall be deemed advisory, however, when recommendations which the Study Committee feels are necessary are not acted upon, the Committee may request a meeting between the Board and the Committee to discuss the recommendations.

Section 7. An orientation workshop for new teachers will be planned before the close of the school year by the Professional Study Committee.

ARTICLE XXIII - MISCELLANEOUS PROVISIONS RELATING TO INSTRUCTION

Section 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/her teaching position, but excluding Association business meetings. 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.

Section 2. That as often as possible, each teacher shall devote some portion of the school day to discuss with pupils proper attitudes, behavior, courtesy, etc.

Section 3. 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.

Section 4. 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. During the preparation period the teacher will avail himself to his students for guidance or direction. When teachers agree a student may be withdrawn from a scheduled class.
- B. Teachers shall be available for conferences.
- C. During this preparation period the teacher will be on the premises and available at all times except by prior permission of the principal.

ARTICLE XXIV - STUDENT MANAGEMENT

Section 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.

Section 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.

Section 3. If an assembly or other activity is scheduled during a teachers preparation period, the teacher shall not forfeit his preparation period.

- A. If a teacher's class is involved in an assembly, the teacher is expected to be there to help supervise.



- B. Seating arrangements are to be distributed by the principal and teachers are required to sit with their students.

Section 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 should not in general send a student to the office without a written referral.

#### ARTICLE XXV - MISCELLANEOUS PROVISIONS

Section 1. 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.

Section 2. 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.

Section 3. 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. Forty (40) additional copies shall be given the Association.

Section 4. 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.

Section 5. 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.

Section 6. Any and all listening devises (i.e. Intercommunications Systems) that shall be installed hereafter, shall be equipped with a sounding device (i.e. 3 second peeper) so that a teacher may be made aware when such a devise is in operation in his or her respective room.

#### ARTICLE XXVI - 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.

Section 1. 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.

Section 2. The Association and Board agree to furnish each other in writing by March 1st, items which each wishes to negotiate.

Section 3. 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.

Section 4. 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 XXVII - PROFESSIONAL COMPENSATION

Section 1. 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.

Section 2. Outside teaching experience in schools of approved standing may be granted at full credit to a maximum of eight years. This provision shall not be retroactive prior to the date of this contract.

Section 3. Salary adjustments for advanced training will be made twice each year at the beginning of each semester (pro-rated for second semester) for training completed prior to either date. It shall be the responsibility of the teacher to notify the personnel office within 30 days of the completion of the necessary work and/or confirmation of the degree. Salary adjustment will be made retroactive to the beginning semester, however, if notification is not made within 30 days of completion, additional compensation will not begin before the following semester.

Section 4. 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. When pupils in an elementary class are divided among several teachers, said teachers shall be paid \$5.00 extra per day.

Section 5. A teacher's daily rate of pay is determined by dividing the basic salary by 187. A teachers hourly rate and/or period rate of pay is determined by dividing the daily rate by 6 1/4 hours for elementary and either 6 or 7 periods for junior/senior high.

#### ARTICLE XXVIII - NEGOTIATING PROCEDURES

It is recognized that matters may arise from time to time which require the attention of the parties which have not been fully or adequately provided for in this Agreement. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in the negotiation and selection of representatives for discussion, furnishing necessary information and otherwise constructively concerning and resolving any such matters.

Section 1. Beginning not later than three (3) days after the date of the expiration of the previous contract, the Board and the Association shall meet to discuss the proposed contract. The meeting shall be held at a mutually agreed time and place. The meeting shall be held at the school district office or at such other place as may be mutually agreed upon by the parties. The meeting shall be held at the school district office or at such other place as may be mutually agreed upon by the parties. The meeting shall be held at the school district office or at such other place as may be mutually agreed upon by the parties.

ARTICLE XXVIII - DURATION OF AGREEMENT

This Agreement shall be in effect for a period of two (2) years from September 1, 1969 through August 31, 1971, except that schedule "A", "B" and "C" shall be renegotiated annually.

A. It is agreed that any modifications of this Agreement shall be made only with the consent of both parties; and neither party shall be obligated to bargain 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 September 1, 1969 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

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Negotiator

SCHEDULE "A"

1969-70 TEACHER'S SALARY SCHEDULE

B.A. SCHEDULE

<u>STEPS</u>	<u>B.A. INDEX</u>	<u>SALARY</u>	<u>B.A. + 10</u>	<u>B.A. + 20</u>
0	1.00	7200	7300	7400
1	1.04	7488	7588	7688
2	1.08	7776	7876	7976
3	1.13	8136	8236	8336
4	1.19	8568	8668	8768
5	1.25	9000	9100	9200
6	1.31	9432	9532	9632
7	1.37	9864	9964	10,064
8	1.43	10,296	10,396	10,496
9	1.50	10,800	10,900	11,000
10	1.60	11,520	11,620	11,720

M.A. SCHEDULE

0	1.08	7776	7876	7976
1	1.12	8064	8164	8264
2	1.17	8424	8524	8624
3	1.22	8784	8884	8984
4	1.28	9216	9316	9416
5	1.34	9648	9748	9848
6	1.41	10,152	10,252	10,352
7	1.48	10,656	10,756	10,856
8	1.55	11,160	11,260	11,360
9	1.62	11,664	11,764	11,864
10	1.76	12,672	12,772	12,872

HEALTH INSURANCE

	<u>SUPER MEDICAL BENEFIT</u>	<u>TOTAL PER MONTH</u>	<u>TOTAL PER YEAR</u>
Single Person	12.00	12.00	144.00
Husband & Wife	24.15	24.15	289.80
Full Family	29.95	29.95	359.40

SCHEDULE "B"  
1969-70

It is agreed that continuing tenure does not apply to any position in Schedule "B".

Coaching assignments should be determined by a committee consisting of the Athletic Director, Building Principal and Superintendent with their recommendation being presented to the Board of Education for final approval.

Extra Pay for Extra Work

<u>FOOTBALL</u>			<u>BASKETBALL</u>		
Varsity - Head	700		Varsity - Head	700	
Assistant	525		J.V. - Head	525	
Reserve - Head	525		Jr. High- 9th	450	
Assistant	525		8th	450	
Jr. High - 9th	450		7th	450	
8th	450				
7th	450				
			<u>GYNASTICS</u>		
			Varsity - Head	700	
<u>CROSS COUNTRY</u>			<u>TENNIS</u>		
Varsity - Head	600		Varsity - Head	400	
<u>BASEBALL</u>			<u>TRACK</u>		
Varsity - Head	700		Varsity - Head	700	
J.V. - Head	525		Jr. High- Head	450	
Jr. High-Head	450				
<u>GOLF</u>			<u>G.A.A.</u>		
Varsity - Head	400		Sr. High	500	
			Jr. High	500	
<u>WRESTLING</u>			<u>CHEERLEADER</u>		
Varsity - Head	700		Sr. High	250	
J.V. - Head	525		Jr. High	250	
Junior High	450				
<u>INTRAMURALS</u>			<u>ATHLETIC DIRECTOR</u>		
Sr. High	250		Sr. High	700	
Jr. High	250		Jr. High	325	
Elementary	150				
			<u>EQUIPMENT CARE</u>		
			Sr. High	150	
			Jr. High	150	

Junior High Play and/or Musical \$100 per person up to two (2) people.

Senior High Play and/or Musical \$100 per person up to two (2) people.

Driver Education \$5.50 per hour - behind the wheel.

Driver Education \$5.50 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 (2) @ \$50.00 each.

Mileage Allowance: \$50.00 in District on daily basis.

8¢/mile outside Wayne County

10¢/mile in Wayne County

SCHEDULE "C"

SCHOOL CALENDAR

1969-70

August 27, 28 . . . . .	New Teacher Orientation
September 2 . . . . .	Teachers Report - Faculty Meeting
September 3 . . . . .	Students Report - 1/2 day
	Faculty Meetings - 1/2 day
September 4 . . . . .	First Full Day of School
November 27, 28 . . . . .	Thanksgiving Recess
December 19 . . . . .	Christmas Recess Begins
January 5 . . . . .	Classes Resume
January 23 . . . . .	Record Day - Semester Ends
March 27 . . . . .	Good Friday - No School - Easter Recess Begins
April 6 . . . . .	Classes Resume
June 10 . . . . .	Last Day of School for Students
June 11, 12 . . . . .	Record Days
	Total Membership - - - - 187 Days
	Total Attendance - - - - 182 Days

Section 1. 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.

Section 2. Returning teachers shall not be required to report more than one (1) day prior to the beginning of class. However, new teachers at Flat Rock shall be required to attend a two (2) day pre-school orientation workshop and additional Saturday morning workshops if necessary, two (2) in September, two (2) in October.

Section 3. Provided business, industry and government generally close the Friday prior to Memorial Day, the school system will likewise be closed.

Schedule "D"

Flat Rock Community Schools

PROFESSIONAL GRIEVANCE REPORT

Grievance Number \_\_\_\_\_ School \_\_\_\_\_

Date of Violation \_\_\_\_\_ Date Grievance Filed \_\_\_\_\_

Subject to provisions of the Master Contract Agreement between the Board and the Association, I hereby authorize the representative or representatives of the Association recognized by the Board to process this grievance in this or any other stage of the professional grievance procedure. A copy will go to the teacher or teachers involved, superintendent, principal and Association.

ARTICLE AND SECTION OF CONTRACT VIOLATED \_\_\_\_\_

NATURE OF GRIEVANCE:

REMEDY REQUESTED:

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Association Representative