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Forest Park 18

1969-70

A CONTRACT AGREEMENT

between

THE BOARD OF EDUCATION
representing the
FOREST PARK SCHOOL DISTRICT

and

THE TEACHERS' ASSOCIATION
of the
FOREST PARK SCHOOL DISTRICT

July 1, 1969 through June 30, 1970

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THIS AGREEMENT entered into this _____ day
of _____, 1969, by and between the Board of Education
of the Forest Park School District, Iron County, Michigan,
hereinafter called "the Board", and the Forest Park Education
Association, hereinafter called "the Association."

ARTICLE I

PREAMBLE

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

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

WHEREAS the Board recognizes the educational expertness of the teachers and views the consideration of educational matters as a mutual concern; and

WHEREAS at a representation election the Association was selected by a majority of the employees of the Board covered by this agreement as their exclusive representative for the purposes of collective bargaining with the Board with respect to rates of pay, wages, hours of employment, and other conditions of employment; and

WHEREAS the parties have reached certain understandings which they desire to confirm in writing in the belief that such action is in the best interests of the residents of the Forest Park School District, the students attending school therein, and the teachers represented by the Association;

NOW, THEREFORE, in consideration of the following mutual covenants, the Association and the Board hereby agree as follows:

ARTICLE II

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all certificated personnel whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, excluding: Superintendent, Assistant Superintendents, Principals, Assistant Principals, Business Manager, Director of School and Community Relations, Director of Vocational Education and supervisors within the meaning of the Public Employment Relations Act. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE III

RIGHTS OF THE BOARD

There is reserved exclusively to the Board all responsibilities, powers, rights and authority vested in it by the laws and constitution of Michigan and the United States or which have been heretofore properly exercised by it, excepting where expressly and in specific terms limited by the provisions of this Agreement.

It is agreed that the Board retains the right, among others, to establish and equitably enforce reasonable rules and personnel policies relating to the duties and responsibilities of teachers and their working conditions which are not inconsistent with the provisions of this Agreement or violative of law. The Board agrees, however, that prior to the effective date of any such rules or personnel policies established by it related to hours, wages, and working conditions of teachers, it shall give the Association reasonable notice of any proposed rule change or policy. Such notification shall be given to afford the Association the opportunity to consult with the Board before its effective date. The parties agree that emergency situations may arise where prior notification and consultation are not possible.

It is agreed that the personnel policies of this Agreement shall not be modified in any way during the term of the Agreement without the consent of the Association.

The Board further recognizes the valuable assistance to be gained in its responsibility of determining school policies from effective communication with the Association. With this in mind the Board extends an open invitation to the Association to meet at any mutually agreed time to discuss school policies of concern to the Association and problems related to implementation of the Agreement.

The Board of Education extends the following privileges to the Association:

1. Use of school rooms and school premises for Association meetings at any time outside of the regularly scheduled teachers' seven hour day. When this use is outside of the custodial working hours and a custodial-security man is necessary (only if members of the Association refuse to secure the buildings themselves) the Association will pay the security man wages. Otherwise, no charge. The usual once a month Association meeting may be held at the close of the pupils' day rather than the teacher's day. Other meetings unless cleared between the Association President and the Superintendent of Schools should be held only after the teachers' work day on the premises is completed.
2. Association representatives may transact business with representatives of the affiliate (MEA field representative) on school property providing there is no interference in normal school operations.
3. Typewriters, duplicating machines, and other similar equipment when not otherwise in use is available to the Association without charge. The Association should be certain that only members with a working knowledge of the equipment should be assigned tasks associated with such equipment. For general announcements and reports there will be no charge for paper, ink, etc. If extensive work is to be done involving school district materials the President of the Association should consult with the Superintendent of Schools so a nominal charge can be made.

4. The Association may use the teacher mail boxes and bulletin boards for communication purposes. In using the bulletin boards the Board of Education will rely on the good taste of the Association members realizing that pupils and the public may sometimes read these announcements. Teachers are free to wear Association insignia, pins or identification of membership.
5. Budgets, accounts, register of personnel, minutes of Board of Education meetings, census figures, and all of this type of information is available for public knowledge. The Association has the same privileges as the public. In addition, the Superintendent of Schools will make himself available at the request of the Association to further explain any of this material in detail so the Association and the Board of Education can intelligently and accurately develop constructive programs and solve potential grievances together.
6. If the private and personal life of a teacher becomes a concern of the Board of Education due to the effect on the pupils and the school community the Code of Ethics of the Education Profession will be a guide for both the Association and the Board of Education for appropriate action.

ARTICLE IV

FAIR EMPLOYMENT PRACTICES

The Board agrees that neither it nor any of its administrative agents shall discriminate against any teacher by reason of race, creed, color, national origin, sex, marital status, political activities, membership, non-membership or participation in the activities of the Association or any other employee organization.

The Association agrees that it shall admit all teachers to its membership without discrimination by reason of race, creed, color, national origin, sex, marital status, political activities, or prior membership or past participation in the activities of any other employee organization.

ARTICLE V

EMPLOYMENT STANDARDS

The parties to this Agreement reaffirm the Board's exclusive authority to select and employ new professional personnel in the School District. However, in keeping with the aim of high quality education in the community, the Board agrees to the following statement of policy in this regard:

1. To the extent possible, only teachers who possess the highest qualifications shall be given consideration for employment in the Forest Park School District.
2. A teacher in the Forest Park School **System** shall be the holder of at least a bachelor's degree from an accredited college or university.
3. A teacher shall hold a Michigan Teacher's Certificate valid for his work assignment. Failure to have or keep such a certificate shall invalidate the contract of any teacher.
4. Only in emergencies will teachers with special certificates be hired and then only according to the regulations as approved by the State Board of Education.

ARTICLE VI

ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act 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 in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or other applicable laws and regulations.

ARTICLE VII

TEACHER RESPONSIBILITIES

- A. Teachers are responsible to the Board for exercising the duties of teachers.

- B. Teachers have a professional and a moral obligation to the students placed in their care that extends beyond the lawful requirements. These obligations include, but are not limited to, providing an atmosphere conducive to learning, providing an opportunity for the child to participate in class in a democratic way according to his level of maturity, providing guidance of the child in moral growth as well as academic learning, treating each child as an individual, and encouraging children to work for high individual goals. The teacher's responsibility to the child is not limited to the classroom but extends to corridors, after school functions, field trips, and wherever the child is under the teacher's care.

- C. Each teacher has the responsibility to the parents of each child to report the child's progress in a fair, unbiased manner. Every parent has the right to expect that information concerning his child will remain confidential.

ARTICLE VIII

DEDUCTIONS FOR PROFESSIONAL DUES

- A. Teachers may at any time sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the National Education Association and the Michigan Education Association). Such authorization shall continue in effect unless subsequent to June 1st and prior to September 15 of any year, such authorization is formally revoked by the teacher in writing and copies thereof are delivered to the Association and the Board.

- B. The deduction of membership dues shall be made from one regular pay check each month, for ten (10) months, beginning in September and ending in June of each year and the Board agrees promptly to remit to the respective Associations all moneys so deducted, accompanied by a list of teachers from whom the deductions have been made.

ARTICLE IX

TEACHING HOURS AND CLASS LOADS

1. The teaching day will be of seven hours duration, amounting to a 35 hour week.*

2. A normal daily teaching assignment in grades 9, 10, 11 and 12 when 55 to 60 minute periods are in use will be five scheduled periods of teaching or study supervision and one scheduled period of preparation.

3. In grades 5, 6, 7 and 8 when the 35 to 40 minute period is used a teacher will be assigned six teaching periods, one study supervision period and one scheduled preparation period.

4. The schedule in the early elementary grades is 8:30 to 11:15 A.M. with teachers assigned from 11:00 to 11:15 in the lunchroom to assist their bus transported pupils. In the afternoon from 12:10 to 3:00 P.M. with 15 minute recess periods both in the morning and the afternoon sessions. Teachers shall share recess time duties which will allow for rest periods for teachers when they are not on recess duty assignment. Early elementary teachers will have a scheduled preparation period from 3:05 to 3:30 P.M.

5. All teachers will be at their assigned places and ready for work 15 minutes before the opening class sessions in each building in the A.M. Teachers with no assigned home room or first hour class in which children are arriving 15 minutes previous to the beginning of the first hour classes of the day will be given an assignment by the building principal to assist in corridors or other duties during the pre-class 15 minute period each day.

*Each teacher should expect to work outside of the seven hour day in preparation, examination and correction of students' written assignments and attending school functions.

6. All teachers in elementary and high school will be assigned to a 25 minute supervisory lunch time or other similar duty once a week throughout the school year. This time is a part of and not beyond the thirty-five hour week.
7. On days when a decision is made not to run buses due to extreme cold or snowstorms, teachers will be expected to report to work at such time that walking and driving conditions permit their arrival. Failure to comply with this requirement will result in a deduction in pay.
8. In the interest of staff convenience and planning, a regular day during each month of the school year shall be set aside - at the discretion of the administration and not in conflict with the third Thursday of the month - for faculty meetings. Such meetings to be held following dismissal of the last classes shall be used for the presentation and discussion toward a solution of school problems, organized curriculum study and other similar work for the purpose of upgrading the quality of instruction.
9. When the Board of Education or its administrative representative engages a teacher in collective bargaining or grievance negotiations including mediation in behalf of the Association during the School day, that teacher will be released from regular duties without loss of pay.

ARTICLE X

SPECIAL STUDENT PROGRAM

- A. The parties recognize that children having special physical, mental and emotional problems may require specialized classroom experience and that their presence in regular classrooms may interfere with the normal instructional program and place extraordinary and unfair demands upon the teacher. Special attention will be given to reducing class size where special students are placed in a regular classroom.

ARTICLE XI

TEACHING CONDITIONS

The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

- A. The desirable maximum class size per teacher shall be recognized as twenty-five (25) pupils. Variations in class size are dependent upon facilities, furniture, activities, subject areas, type of pupils being taught, and scheduling problems. For effective instruction it will be necessary in some instances to lower the maximum of twenty-five (25) and in others to increase beyond that number. Teachers who feel they are being overloaded may appeal. The teacher affected, and representatives of administration and the Association, will jointly try to work out a satisfactory solution to any appeal of overloading a class.

- B. 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. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement all joint decisions thereon made by its representatives and the Association. The Board agrees at all times to keep the schools reasonably equipped and maintained within the financial limitations of the school district.

ARTICLE XII

REQUIRED TUBERCULOSIS EXAMINATION

A certification of freedom from tuberculosis based on a chest x-ray or skin test shall be filed annually by each teacher prior to the opening of the work year.

ARTICLE XIII

ASSIGNMENTS

- A. 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 and the Association shall be so notified in each instance.

- B. All teachers who request it shall be given written notice of their tentative schedules for the forthcoming year no later than the preceding first day of June. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teachers' schedules be made later than the 15th day of August preceding the commencement of the school year, unless an emergency situation requires same.

- C. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Schedule B, and summer school courses, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to teachers regularly employed in the district.

ARTICLE XIV

VACANCIES, PROMOTIONS and TRANSFERS

- A. 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 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.

- B. 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. If the superintendent in his reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the normal school year at which time the position will be considered vacant.

- C. Due consideration shall be given by the Board for the filling of vacancies from within its own teaching staff. Whenever a vacancy arises or is anticipated, the superintendent shall promptly notify the Association which shall solicit applications from interested teachers, and shall promptly advise the superintendent of applicants for such position. Vacancies shall be filled on the basis of the experience, competency and qualifications of the applicant, length of service in the district, and other relevant factors. An applicant with less service in the district shall not be awarded such position unless his qualifications shall be substantially superior. "Service" in the district, for purposes of this Agreement, shall mean continuous employment in a school of the district, including substitute service, irrespective of tenure status, and shall include all periods when the teacher was on sabbatical or professional leaves of absence.

- D. An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the instructional program. The superintendent 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.

- E. Any teacher who shall be transferred to a supervisory 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 XV

LEAVES OF ABSENCE

At the beginning of each work year each teacher shall be credited with twelve (12) days leave. The unused portion of such allowance shall accumulate from year to year up to 100 days. These are days with pay.

Any employee may use any part or all of his accumulated sick leave as follows:

- a. Any employee absent from work for personal illness will be permitted to use as many leave days as may be necessary for such personal illness.

- b. During any school year an employee may use not to exceed two (2) of his leave days for personal business. Personal business refers to a financial or legal activity that requires the teacher's presence during the school day and is of such a nature that it must be attended to at times when the employee is normally engaged in school activities.

An application for such business leave specifying the reasons for the leave must be submitted in writing for approval in advance. These leaves will not be approved within two days preceding or following a holiday or vacation period.

- c. The number of days necessary to attend to the serious illness or death in the immediate family to include wife, husband, or children. Also to include father, mother, sister, brother, and grandparents. Also to include in-laws of the teacher or spouse comparable to any of the above relationships.

- d. Allowance of not to exceed two days per school year for:
1. Funerals of relatives other than defined above, and close personal friends.
 2. Attendance at graduation and marriage ceremonies of one's own children.
 3. Attendance at the marriage ceremonies of one's own brothers and sisters or the brothers and sisters of one's spouse.
 4. Attendance at the marriage ceremonies of one's close friend when the person taking the leave is a member of the wedding party.

Other leaves not associated with the sick leave days will include:

- ✓ a. The Board at its discretion may determine what conference, study program, or educational event may be desirable and useful for the employees to attend. The Board will grant to each employee desiring to attend such function a leave with pay and agreed expense allowance for the period of time necessary to attend.
- b. After a teacher has been employed by the school district for seven consecutive years and at the end of each additional period of seven or more consecutive years of employment a teacher may be granted, at the discretion of the Board, a sabbatical leave for professional improvement for not to exceed two semesters at any one time. To be eligible the teacher will hold a permanent or life certificate. During the sabbatical leave period a contract without pay will be issued to the teacher and credit toward retirement for time spent on such leave will be accorded within the rules and regulations established by the boards of control of public school retirement funds. Upon return from sabbatical leave the teacher shall be restored to his or her position or to a position of like nature, seniority, status and pay.

- c. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available, shall be granted a leave of absence without pay for the duration of that illness or disability up to one year. Upon the teacher's written request, consideration will be given by the Board for renewal of the leave of absence for a longer period of time.
- d. A maternity leave of absence without salary may be granted a teacher upon written request. The Board normally shall expect candidates for maternity leave to terminate their service not later than the close of the fifth month of pregnancy. Teachers returning to their positions within two years shall have priority for any vacancy for which they are qualified.
- ✓ e. Teachers leaving the school district for service to the Association, campaigning or serving public office, Teacher, Peace or Job Corps, will be given full consideration for reinstatement at that teacher's request when a position opens in the school district for which he qualifies.
- f. A teacher inducted into the Armed Forces will be reinstated upon his return according to the laws governing this situation.
- g. A teacher called for jury duty or to give testimony before a judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.
- h. Teachers returning within a two year period following maternity or sick leave of absences will be entitled to the accumulated leave as held at the time of separation.

ARTICLE XVI

ACADEMIC FREEDOM

- A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.

- B. Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning subject only to accepted standards of professional educational responsibility.

- C. Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

ARTICLE XVII

TEACHER EVALUATION

- A. The work performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated not less than three times during the school year; one month following the teacher's commencement of service, two months after the teacher's commencement of service, and ninety days prior to the end of the probationary school year. Tenure teachers shall be evaluated at least once in every two years.
- B. Evaluations shall be conducted by the teacher's immediate supervisor or an administrator working in the same building or otherwise familiar with the teacher's work, who shall be designated by the Board.
- C. Each observation shall be made in person for a minimum of thirty consecutive minutes. All monitoring or observation of the work 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.
- D. A copy of the written evaluation shall be submitted to the teacher at the time of such personal interview or within ten days thereafter, and the teacher shall have the opportunity to review the evaluation report. All evaluations shall be based upon valid criteria for evaluating professional growth.
- E. No later than March 15 of each probationary year the final written evaluation report will be furnished to 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. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons therefor in writing with a copy to the Association if requested by the teacher, and provide for a hearing if requested.
- F. Each teacher shall have the right upon request, to review the contents of his own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

ARTICLE XVIII

PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.
- B. The 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. The Association shall deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.
- C. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline or the Code of Ethics of the Education Profession shall be promptly reported to the offending teacher and to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher.
- D. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of rules 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.
- E. 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 performance asserted by the Board or representative thereof shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Association.

ARTICLE XIX

PROFESSIONAL IMPROVEMENT

- A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies and participation in community educational projects.
- B. At the request of the Association, or on the Board's initiative, arrangements shall be made for after-school courses, workshops, conferences and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualification to participate in the presentation of such programs. All teachers desiring to attend shall be allowed to do so.

ARTICLE XX

MAINTENANCE OF STANDARDS

- A. All conditions of employment, including teaching hours, extra compensation for work outside regular teaching hours, relief periods, leaves, and general working conditions shall be maintained at not less than the highest minimum in effect in the district at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein.

- B. The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior negotiation with the Association.

ARTICLE XXI

REDUCTIONS IN PERSONNEL AND
ANNEXATIONS AND CONSOLIDATIONS OF DISTRICTS

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

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

- C. 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 Association and Board will further use their best efforts to assist all teachers terminated for lack of work to secure employment in adjacent school districts upon terms and conditions as nearly comparable as possible. Nothing herein shall relieve the Board from fulfilling the terms of any contract with a teacher.

ARTICLE XXII

CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by mediation the parties have removed the basic cause of work interruptions during the period of this agreement.

- B. Both parties agree to abide by the regulations of the Public Employment Relations Act of 1965.

ARTICLE XXIII

SCHOOL CALENDAR

- A. For the term of this Agreement the school calendar shall be as set forth in Appendix A.

The Board reserves the right in an emergency situation to revise the calendar as deemed necessary.

ARTICLE XXIV

PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix B which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.

- B. All teachers newly employed shall be given full credit on the Salary Schedule set forth in Appendix B for six (6) years of outside teaching experience in any school district in the State of Michigan and other teaching experience for which credit is allowed.

- C. The Salary Schedule is based upon the regular school calendar as set forth in Appendix A and the normal teaching load as defined in this Agreement. For classroom assignments in excess of the regular school calendar and the normal teaching load, teachers will be compensated at their individual hourly rates. This paragraph does not apply to community school instruction.

- D. A teacher's daily rate is 1/190th of his basic school year salary. The hourly rate is 1/7th of the daily rate.

- E. Teachers assigned to extended instruction beyond the 38 week year (usually called summer employment) will be paid on an hourly rate up to a maximum seven hour day on duty. The seven hour day is mandatory for full daily pay.

ARTICLE XXV

SUBSTITUTE TEACHERS

- A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:30 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. Substitutes shall be paid for a regular teaching day of not more than seven (7) hours, the sum of \$22.50 per day.

ARTICLE XXVI

MANDATORY RETIREMENT

No teaching employee will be given a contract for the school year immediately following that school year in which he or she attains the age of sixty-five. Teaching employees whose sixty-fifth birthday falls during the school year will teach through that school year. They will not be rehired the following year. Those whose sixty-fifth birthday falls during the summer vacation period and before the first day of the opening of school will not be rehired.

ARTICLE XXVII

STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. Since the teacher's authority and effectiveness in his classroom are 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 to relieve the teacher of responsibility with respect to such pupil.

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

- C. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, in writing, as promptly as his teaching obligations will allow, full particulars of the incident.

- D. Suspension of students from school may be imposed only by a principal or his designated representative. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his parents when warranted. Transfer of the student to another teacher or other measures, short of suspension, will first be exhausted. When a teacher has one or more pupils in class who constitute serious behavioral problems appropriate recognition shall be given by way of reduced class size, greater or more frequent relief periods, or additional compensation as agreed between the Board and the Association.

- E. 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.

- F. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his employment (action not in violation of Board policy), the Board will provide legal counsel and render all necessary assistance to the teacher in his defense.
- G. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- H. No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified.

ARTICLE XXVIII

INSURANCE PROTECTION

The Board of Education will pay hospital-medical benefits as follows:

Single person maximum\$10.00

Married person, when the insurance covers the teacher and spouse and/or children of either or both, maximum..... 20.00

Couples employed by the Board of Education will receive one maximum single of \$10.00 and one maximum married of \$20.00 toward a policy covering the couple and/or their children.....30.00

When couples select separate policies each will receive the single maximum of \$10.00.....20.00

The Blue Cross-Blue Shield Group Plan of the Forest Park School District and the MEA Plan will be the only plans to which the Board will contribute.

ARTICLE XXIX

PROFESSIONAL GRIEVANCE PROCEDURE

- A. A claim by a teacher or the Association that there has been a violation misinterpretation or misapplication of any provision of this Agreement or any rule, order or regulation of the Board may be processed as a grievance as hereinafter provided.
- B. The grievant may invoke the formal grievance procedure on the form set forth in annexed Schedule C, signed by the grievant and a representative of the Association, which form shall be available for the Association representative in each building. A copy of the grievance form shall be delivered to the principal or supervisor. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by him.
- C. Within three (3) school days of receipt of the grievance, the principal or supervisor shall meet with the Association in an effort to resolve the grievance. The principal or supervisor shall indicate his disposition of the grievance in writing within three days of such meeting, and shall furnish a copy thereof to the Association.
- D. 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 school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the superintendent. Within five 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 school days of such meeting, and shall furnish a copy thereof to the Association.
- E. 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 school days of such meeting (or six 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 the Secretary or other designee of the Board. The Board, no later than its next meeting or two 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 days thereafter. A copy of such disposition shall be furnished to the Association.
- F. 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 the Michigan Labor Mediation Board for fact finding purposes by one of their hearings officers as provided in the Public Employment Relations Act of 1965.

- G. 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 been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.
- H. 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 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.
- I. 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. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.

ARTICLE XXX

PROFESSIONAL STUDY COMMITTEE

- A. There is hereby established a Professional Study Committee composed of four members, two members selected by the Board and two members selected by the Association. Additional Professional Study Committees may be established as required.

- B. The operating procedures and times for meetings shall be determined by the committee and reflected in its minutes. Chairmanship of the committee shall be rotated quarterly. A continuing purpose of the committee shall be to bring to the attention of the Board representatives matters of mutual concern which are deemed to require attention.

ARTICLE XXXI

NEGOTIATION PROCEDURES

- A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise 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.

- B. Negotiations on a new contract will begin between March 1 and March 15, 1969. The date to be set by mutual agreement.

- C. Neither party in any negotiations 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. While no final agreement shall be executed without ratification by the Association, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

- D. 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 to take any other lawful measures it may deem appropriate.

ARTICLE XXXII

MISCELLANEOUS PROVISIONS

- A. No polygraph or lie detector device shall be used in any investigation of any teacher or pupil unless recommended by law enforcement officers and acceptable to the individual teacher or the parent of the pupil.
- B. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, and added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- C. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- E. 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.
- F. Copies of this Agreement shall be printed at the joint expense of the Board and the Association and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.

Until a school calendar can be arranged with the West Iron District this page is a substitute.

The Forest Park School District and the West Iron County School District will be exchanging pupils in the mentally retarded classrooms of both Type A and B. The Forest Park High School will be transporting vocational education pupils to the Cannon Vocational Education building of the West Iron County District. A faculty member of the Forest Park District will be employed a half day in each of the districts mentioned above to utilize his skills in the vocational education program benefiting pupils from both school districts.

The exchanges mentioned in the first paragraph make it imperative that both school districts maintain schedules that complement each other as nearly as possible. It is anticipated that school will open the day after Labor Day.

The Forest Park School District will have teachers present for one day preceding opening of classes and for one day following the last day of classes at the close of the school year. Every teacher will be on duty one hundred and eighty days (360 half days) with children in the classroom. Every teacher will be on duty two days for parent-teacher visits or in-service training. The above program will result in a teacher duty school year of one hundred and eighty-four days on duty.

A complete calendar will be printed and distributed as early as the negotiation process is completed in both school districts to allow for dove-tailing of calendars as nearly as possible.

SALARY SCHEDULE 1969-70

<u>STEP</u>	<u>B.A.</u>	<u>B.A. + 15</u>	<u>M.A.</u>	<u>M.A. + 15</u>	<u>M.A. + 30</u>
0	6800	6946	7300	7455	7610
1	7093	7239	7610	7765	7920
2	7386	7532	7920	8075	8230
3	7679	7825	8230	8385	8540
4	7972	8118	8540	8695	8850
5	8265	8411	8850	9005	9160
6	8558	8704	9160	9315	9470
7	8851	8997	9470	9625	9780
8	9144	9290	9780	9935	10090
9	9437	9583	10090	10245	10400
10	9730	9876	10400	10555	10710
11	10023	10169	10710	10865	11020
12			11020	11175	11330
	\$293.00 increment	\$146.00 15 hours	\$310.00 increment	\$155.00 15 hours	\$310.00 30 hours

APPENDIX "C"

PROFESSIONAL GRIEVANCE REPORT

School District _____ Grievance Number _____

School _____ Date of Violation _____

Date of Grievance _____

=====
Subject to provisions of the professional negotiations Agreement between the Board and the Association, I hereby authorize the representative or representatives of the Association recognized by the Board as my collective bargaining representative to process this request or claim arising therefrom in this or any other stage of the professional grievance procedure, including mediation, or to adjust or settle the same.

STATEMENT OF THE GRIEVANCE:

REMEDY REQUESTED:

Approved for processing:

Signature of Grievant (Use reverse side for additional signature if more than one grievant)

Date _____

=====
Principal's Disposition:

Date _____

Signature of Principal _____

Association's Disposition:

Satisfactory _____ Unsatisfactory _____

Date _____

=====
Superintendent's Disposition:

Date _____

Association Disposition:

Satisfactory _____ Unsatisfactory _____

Date _____

CONDITIONS RELATIVE TO PAY

1. To receive additional pay for credit, substantial evidence in the form of official transcripts shall be placed on file in the Office of the Superintendent not later than September 1 of the school year. In an instance of late August summer sessions, other evidence may be presented by September 1 until the transcript is available.
2. Teachers shall be paid on alternate Fridays beginning September 5, 1969. During the school year teachers will receive paychecks in their individual school boxes designed for mail and announcements. During the summer months paychecks will be distributed from the main office in Crystal Falls. Any teacher who prefers the mailing of checks during the summer months will request this service in writing before leaving at the close of the school year.
3. For the convenience of teachers, anyone may request the full remaining amount of salary on the last payday of the fiscal year in June 1970. No other payments are made in advance of the designated pay dates.

ATHLETIC ACTIVITIES

1 Head Coach, Football.....	\$1202.76	
(12% of the B.A. salary at the experience increment on the salary schedule but not less than any of the football assistant coaches receive. The M.A. level will not be considered.)		
1 Assistant Coach, Football (8% of B.A. salary).....	801.84	
1 Assistant Coach, Football who will be head junior varsity coach (8%).....	661.20	
1 Head Basketball Coach (12% of B.A. salary).....	1202.76	
(Similar conditions as head football coach above)		
1 Assistant Basketball Coach who will be head junior varsity coach (8%).....	801.84	
1 Assistant Basketball Coach who will be head junior high team coach (4%).....	307.16	
1 Track Coach (3%).....	247.95	
1 Tennis Coach (2.5%).....	194.00	
1 Golf Coach (2%).....	200.46	
1 Cheerleader Coach.....	40.00	
1 Timer-Scorer Official for Football Contests (one contest per night).....	6.50	
1 Downbox Official for Football Contests (one contest per night).....	6.50	
1 Scorer Official for Basketball Contests (two contests per night).....	6.50	
4 Athletic Ticket Takers-sellers as needed at \$6.50 a night.....	97.50	each
1 Timer Official for Basketball Contests (two contests per night).....	6.50	
4 Saturday Basketball, Boys.....	160.00	each
1 Intramural, Girls.....	160.00	

ACTIVITIES OTHER THAN ATHLETICS

1 Debate Coach.....	150.00
1 Forensics Coach.....	150.00
1 Newspaper Advisor.....	150.00
1 Tri-Hi-Y Advisor.....	150.00
1 FHA Advisor.....	150.00
1 FNA Advisor.....	150.00
1 Student Council Advisor.....	150.00
Senior Class Advisors:	
1 Chairman.....	150.00
1 Yearbook Advisor.....	150.00
1 Assistant to Chairman.....	100.00
Junior Class Advisors:	
1 Chairman.....	140.00
1 Assistant for the Prom.....	90.00
1 Sophomore Class Advisor.....	40.00
1 Freshman Class Advisor.....	40.00
1 Director of Varsity and Marching Bands.....	225.00
1 Director of Athletics and Supervisor of extra-curricular activities.....	375.00
(All extended teaching pay based on the B.A. degree)	

EXTENDED TEACHING DUTIES

1 Instrumental Music Teacher (Marching Band):

1 week preceding opening of school and 1 week Band Camp
at teaching rate for a seven hour day (2 weeks)

1 Instrumental Music Teacher:

1 week Band Camp at teaching rate for a seven hour day (1 week)

1 Librarian for one week preceding the opening of school and
one week at the close of school. Pay rate for a seven
hour day. (2 weeks)

Summer Driver Education:

As many instructors as needed depending upon the summer
enrollment. Pay on the hourly rate based on the 38 week
school year and the seven hour school day of the individual
teacher. The salary schedule to be used for summer driving
is the schedule in operation at the close of the regular
school year in June.

SIGNATURES FOR THE ASSOCIATION:

President _____ dated _____

SIGNATURES FOR THE BOARD OF EDUCATION:

President _____ dated _____
Secretary _____