

Runs from July 1, 1967 until June 30, 1968  
6-30-68 Daley

May 29, 1967

67-68 Ratified

**LABOR AND INDUSTRIAL  
RELATIONS LIBRARY**

**ARTICLE I**

**Recognition:**

**Michigan State University**

The Fowler Board of Education of the Fowler Public Schools hereby recognize the Fowler Teacher's Club as the professional negotiation unit for the professional employees of the schools and libraries of the district with the exception of all administration, supervisory personnel, maintenance and plant personnel, office workers, cafeteria help and bus drivers, including superintendent and principal.

All employees of the Board covered by this agreement are hereafter referred to as "teachers".

The Board and the Fowler Teacher's Club agree to abide by Act 379 of the Public Acts of 1965 and to all applicable laws and statutes pertaining to teacher rights and responsibilities.

The Board reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by laws and the Constitution of Michigan and the United States.

Fowler Public School

FOR REVIEW

**RECEIVED**

AUG - 9 1967

OFFICE OF  
PROFESSIONAL NEGOTIATIONS

PRES: Larry Daley  
202 E. Cass St  
St. Johns,

SEC. Miss Ruth Smith  
Lincoln Ave  
St. Johns, Mich.

They would like to know how well they did compared to other schools in negotiations.

MEA  
1216 Kendall  
East Lansing  
Mich. 48823



## ARTICLE II

### GRIEVANCE PROCEDURE

#### A. Definitions

1. A "grievance" shall mean a complaint by a teacher or a group of teachers based upon an event, condition or circumstance under which a teacher works; allegedly caused by a violation, misinterpretation or inequitable application of any provision of this agreement.
2. The "aggrieved person" is the person or persons making the claim.
3. A "party of interest" shall mean the person or persons making the complaint and/or any person who might be required to take action or against whom action is taken in order to resolve the grievance.
4. The term "days" shall mean duty days.

#### B. Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration or proceeding independently as described in Section E of these procedures.



### C. Structure

1. There shall be one or more Association Representatives (Building Representatives) for each school building to be selected in a manner determined by the Association.
2. The Association shall establish a Professional Rights and Responsibilities Committee, which shall be broadly representative and which shall serve as the Association grievance committee. In the event that any Association Representative or any member of the PR & R Committee is a party in interest to any grievance, he shall disqualify himself and a substitute shall be named by the Association.
3. The building principal shall be the administrative representative when the particular grievance arises in that building.
4. The Board hereby designates the superintendent as its representative when the grievance arises in more than one school building.

### D. Procedure

The number of days indicated at each level should be considered as the maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent. If the grievance is filed on or after May 1, the time limits shall be reduced in order to affect a solution prior to the end of the school year or as soon thereafter as is practicable.

#### Level one:

A teacher who has a complaint which he believes may be the basis of a grievance shall first discuss the matter with



his immediate supervisor or principal, whoever is more directly concerned with the problem, to resolve the matter informally. At this meeting he may have the assistance of his association building representative. A teacher having a complaint is expected to bring the matter to the attention of his immediate supervisor and request an informal meeting to discuss the problem not later than fifteen days after the event or occurrence which is the basis of the complaint became known to him. The principal or immediate supervisor shall make arrangements to hold such meeting within five days after receipt of the teacher's request.

2. Level Two

(a) In the event the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance, he may file the grievance in writing with the Association's PR & R Committee. The Association Representative will assist in writing the grievance.

(b) Within five (5) days of receipt of the grievance the PR & R Committee shall decide whether or not there is a legitimate grievance. If the committee decides that no grievance exists and so notifies the claimant, the teacher may continue to process his claim without Association support.



3. Level Three

If the committee decides there is a legitimate grievance, it shall immediately process the claim with the superintendent of schools. Within ten (10) days from receipt of the grievance by the superintendent he shall render a decision as to the solution.

4. Level 4

In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within ten (10) days from date of receipt of grievance by the superintendent, he may refer the grievance through the PR & R Committee to the Board of Education's Review Committee. This committee shall be composed solely of members of the Board of Education. Within ten (10) days from receipt of the written referral by the Board, its Review Committee shall meet with the Association's PR & R Committee chairman and the Association's Negotiating Team for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision shall be rendered within ten (10) days.

5. Level Five

If the Board of Education and the Association committee fail to resolve the grievance, the aggrieved person or the Association may invoke the mediation procedures of Section 7 of Act 336 of Public Acts of 1947, as amended, of Michigan and Sections 10, 11, 25 of Act 176 of Public Acts 1939, as amended, of Michigan. In this event, the Board and the aggrieved person or Association may be represented in subsequent meetings or required hearing by such persons, in reasonable number, as they may each determine.



#### E. Rights to Representation

Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person. Provided, however, that any teacher may in no event be represented by an officer, agent, or other representative of any organization other than the Association. Provided further, when a teacher is not represented by the Association the Association shall have the right to be present and to state its views at all stages of the grievance processing.

#### F. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice or record. However, if, in the judgment of the Association representative or the PR & R Committee, the grievance affects a group of teachers, the PR & R Committee may process the grievance at the appropriate level.
2. The grievance discussed and the decision rendered at Level One shall both be placed in writing upon request of either party. Decisions rendered at all other levels shall be in writing and shall promptly be transmitted to all parties of interest.
3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
4. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
5. Forms for filing and processing grievances shall be



designed by the superintendent, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.

6. Access shall be made available to all parties, places, and records for all information necessary to the determination and processing of the grievance.



## EVALUATION

A good program of evaluation will enable instructional supervisors to identify and reinforce teaching strengths as well as to suggest appropriate measures for correcting teacher weaknesses.

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The results of a classroom visitation will be discussed within five days.
- B. Each teacher shall have the right, upon request, to review the contents of his own personal evaluation file.
- C. Evaluation of teachers not teaching in their major or minor areas will be accepted with the understanding that emphasis will not be placed on grasp of subject matter or problems created by teaching in an area where a teacher is not prepared.
- D. Visitation will be arranged by mutual consent of teacher and evaluator. A minimum of two one-hour visits will be made per school year. Four one-half hour visits, or some other arrangement can be made. Each visit should be no less than one-half hour.
- E. The teacher's evaluation file will be reviewed monthly on a date agreed upon by the evaluator and the teacher.
- F. The initial evaluation visitation for new teachers to the system will be held within six weeks from the beginning of school.
- G. A teacher may request a visitation. This visitation should be held no less than 5 duty days from the date of request.
- H. The evaluator must be aware of and take an active part in the supervision and evaluation of each teacher. The evaluation procedure should be uniform throughout the school system.
- I. When evaluating specialists, including speech, remedial reading, counseling, criteria and evaluator shall be mutually agreed upon by the administration and affected party.



## FRINGE BENEFITS

1. Five years credit shall be given for previous experience outside this system. Not retroactive.
2. Sick leave - ten days per year; cumulative to 60 days.
3. Severance pay 1/2 of accumulated sick leave
  - a. Beginning with 1966-67 contract
  - b. Not binding to anyone dismissed under the tenure law
  - c. Not binding to anyone breaking contract 60 days prior to the opening of school and continuing through the school year.
  - d. Rate of pay will be 1/180 of base pay at time of severance.
4. \$750. for an extra class and \$300. for a study hall during a conference period.
5. A teacher with a provisional or permanent certificate may apply for one year leave of absence for study after three years in the Fowler School System. Job would be guaranteed on return if a vacancy occurs in her or his particular teaching field and one year increment would be granted. Teacher must remain in system one year following study.
6. Each teacher shall have available \$25.00 expenses for conference related to his or her field.
7. Teacher will be granted up to one year leave of absence for maternity.
8. When a teacher with less than a provisional certificate is hired the President of the Fowler Teacher's Club shall be notified by the Superintendent.
9. Duty free lunch period.
10. Anyone hired without a Bachelor's Degree may receive up to a maximum of the base pay.



PROPOSED EXTRA PAY SCHEDULE 1967-68

COUNSELOR	10%
BAND INSTRUCTOR	7%
VOCAL INSTRUCTOR	2%
SCHOOL YEAR BOOK	\$350.
PHA	\$100.
CLASS ADVISER (Each)	
SENIOR	\$ 75.
JUNIOR	\$100.
SOPHOMORE	\$ 50.
FRESHMAN	\$ 50.
PLAY DIRECTOR	\$100. (Per play)

SPORTS

HEAD COACH IN FOOTBALL AND BASKETBALL	8%
ASSISTANT COACH IN FOOTBALL AND BASKETBALL	6%
HEAD COACH IN A SPRING SPORT	4%
GIRLS COACH AND CHEERLEADING	4%
FRESHMAN AND JUNIOR HIGH COACH	3%
ASSISTANT COACH IN GIRLS SPORT	2%

The percentage applies to the step on the salary schedule of the person affected.



1967-1968 SALARY SCHEDULE

	BA	MA
1	\$5,900.	\$6,321.
2	6,107.	6,542.
3	6,321.	6,771.
4	6,542.	7,008.
5	6,771.	7,253.
6	7,008.	7,507.
7	7,253.	7,770.
8	7,507.	8,042.
9	7,770.	8,323.
10	8,042.	8,614.

\$10.00 for each semester hour credit over the ten hours required to obtain a permanent certificate. Maximum of 20 hour credits. These hours must be on an approved Master's program.

Increments are not automatic - Administration and Board recommendation.