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"PROFESSIONAL AGREEMENT
BETWEEN
THE FOWLER SCHOOL DISTRICT
AND
THE FOWLER EDUCATION ASSOCIATION"
1970-1971

Fowler School District

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PREAMBLE

This agreement is entered into this _____ day of _____ 1970, by and between the Fowler Education Association, voluntary, unincorporated association, herein after called the "Association", and the School District of Fowler, the city of Fowler, Michigan, herein after called the "Board". The signatures shall be the sole parties to this Agreement.

Whereas, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment and

Whereas the Board recognized 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 accept responsibility to deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.

Whereas, the parties have reached certain understandings which they desire to confirm in this agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

RECOGNITION

ARTICLE I

RECOGNITION

The Board hereby recognizes the Fowler Education Association as the sole and exclusive bargaining representative for all certified or professional hourly or class rate basis, employed or to be employed by the Board. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory and/or administrative. Such representation shall exclude superintendent, assistant superintendent, directors of school and community relation, principals, assistant principals, business managers, maintenance and plant personnel, office workers, cafeteria help, bus drivers, driver's training personnel and teacher's aides and athletic director. (An athletic director shall be supervisory only when he is fulfilling his duties as athletic director). The term "teacher" when used hereinafter in the agreement shall refer to all professional employees represented by the association in the bargaining or negotiating unit as above defined and references to male teacher shall include female teachers.

The Board agrees not to negotiate with or recognize any teacher's organization other than the Association for the duration of this Agreement.

ARTICLE II

ASSOCIATION AND TEACHER RIGHTS

Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every teacher employed by 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 Act 379 or other laws of the State of Michigan or the Constitutions of Michigan and the United States of America; 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.

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.

Duly authorized representatives of the Association may transact official Association business on school property at such time and place as the administration deem reasonable so as not to interfere with or interrupt normal school operation. When custodial services are required, the Board may make a reasonable change therefore.

The Association shall have the right to use school equipment, including typewriters, duplicating equipment, calculating machines and audio-visual equipment at such times as the administration deems reasonable so as not to interfere with or interrupt normal school operation. The Association shall pay for the actual cost of all materials and supplies incident to such use.

The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the district mail service and teacher mail boxes within the school system for material signed by an Association officer.

The Board agrees to make available to the Association in response to reasonable requests from time to time information concerning the financial resources of the district, including but not limited to: Annual financial reports and audits, the registration of certificated personnel, tentative budgetary requirements and allocations including county allocation board budgets, agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students.

The teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher outside of duty hours shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status.

ARTICLE III

MANAGEMENT RIGHTS CLAUSE

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

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

The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement 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.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE IV PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

A. Any teacher who is a member of the Association, or who has applied for membership, shall sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association. Such authorization shall continue in effect for the duration of this contract. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the second regular salary check of the teacher each pay check for ten months, beginning in September and ending in June of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June.

B. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty days from the date of commencement of teaching duties, shall as a condition of employment pay as a fee to the Association, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Paragraph A of this article. In the event that a teacher shall not pay such fee directly to the Association or authorize payment through payroll deduction, as provided in Paragraph A, the Board shall immediately cause the termination of employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this article is just and reasonable cause for discharge from employment.

C. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or equivalent fee, the Board agrees promptly to remit to the Association all Association fees collected accompanied by an alphabetical list of teachers for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished. Association agrees promptly to advise the Board of all members of the Association in good standing from time to time and to furnish any other information needed by the Board to fulfill the provisions of this article, and not otherwise available to the Board.

D. The Association agrees to defend and save the Board harmless from any monetary damages which may be incurred as a result of the implementation of this Article. The Association agrees to defend, indemnify and save the Board harmless from any law suit or damages rising from the dismissal of a teacher caused by the implementation of the agency shop clause.

ARTICLE V

TEACHING HOURS

A. All teachers will report for duty to their respective buildings fifteen minutes before the opening of the pupil's regular school day in the morning.

a. Elementary Building:

All teachers shall report to their work stations fifteen minutes before the opening of the pupil's regular school day in the morning.

b. High School Building:

All teachers shall report to their work stations seven (7) minutes before the opening of the pupil's regular school day in the morning. All teachers are expected to be at their teaching stations two (2) minutes after the noon hour warning bell.

Teachers will remain five (5) minutes after the close of the pupil's regular school day. Teachers are encouraged to remain for a sufficient period after the close of the pupil's school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teacher, except that on Fridays or on days preceding holidays or vacation, the teacher's day shall end at the close of the pupil's day.

B. The normal teaching day will be considered as those hours required of a teacher to perform his required professional teaching duties. This would include no more than six hours and twenty minutes of clock time of classroom pupil contact per teaching day. Each secondary teacher will receive a regularly scheduled preparation period which shall be equal in time to a weekly teaching period.

C. All teachers shall be entitled to a duty-free lunch period of no less than forty minutes.

D. Elementary teachers will be provided two fifteen minutes relief periods each day. In addition, elementary teachers should use for preparation all time during which their classes are receiving instruction from various teaching specialists.

E. No departure from these norms, except in case of emergency shall be made without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.

ARTICLE VI

TEACHING CONDITIONS

A. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. Further, that efforts shall be continued to seek and use textbooks and supplementary reading materials which contain the contribution of minority groups to the history, scientific and social development of the United States. 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 to implement all joint decisions thereon made by its representative and the Association. The Board agrees at all times to keep the schools reasonably equipped and maintained.

B. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide a teacher reference library in each school in the district and include therein all texts which are reasonably requested by the teachers of that school.

C. The Board agrees to make available in each school adequate typing, duplicating facilities to aid teachers in the preparation of instructional material.

D. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

ARTICLE VII TEACHING 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, on forms furnished by the Board, 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. When a notification of a teaching or administration or coaching vacancy for the next year is received by the administration or Board, they shall notify the Association and post such vacancies on teacher bulletin boards in each building.

C. 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.

D. 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 VIII PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

A. Teachers shall be employed by the Board of Education under provisions as set forth by the State Department of Education.

B. Teachers shall not be assigned outside the scope of their teaching certificates and their major or minor field of study except temporarily and for good cause, and the Association shall be so notified in each instance, along with written statement of reasons for such misassignment. Temporary shall be defined for purposes of this article as not to extend beyond the current school year.

C. All teachers shall be given written notice of their tentative schedules for the forthcoming year prior to closing of school. In the event that changes in 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 fifteenth day of August preceding the commencement of the school year, unless an emergency situation requires same, and the teacher and the Association shall be so notified in each instance.

D. The Board and the Association, in recognition of the desirability of multi-ethnic representation of the teaching faculty, hereby declare a policy of actively seeking minority group personnel.

ARTICLE IX

ILLNESS OR DISABILITY

A. All teachers regularly employed by the district who are absent from duty because of personal illness shall be allowed twelve days per year. Sick leave days may be accumulated to a total of ninety days.

B. 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 such illness or disability to end of school year.

C. Any teacher who is absent because of an injury or disease compensable under the Michigan Workman's Compensation Act shall receive from the Board the difference between the workman's compensation payment prescribed by law and his regular salary, to the extent and until such time as such teacher shall have used up any so called "sick pay" provided herein. One day's salary equals 1/180 of his teaching salary.

D. A teacher claiming a sick leave day must inform the principal no later than 7:00 a.m. of the day of absence except in emergency.

E. Teachers will not be excused during the school day for doctor, dentist or personal appointments except under emergency circumstances.

F. This article will in no way interfere with the execution of the article dealing with personal business days.

ARTICLE X

PROFESSIONAL AND PERSONAL BUSINESS LEAVE

A. At the beginning of every school year each teacher shall be credited with (2) days to be used for the teacher's personal business, non-cumulative. A personal business day may be used for any purpose at the discretion of the teacher. A teacher planning to use a personal leave day or days shall notify his principal as far in advance as possible but at least one day in advance, except in cases of emergency. A personal business leave day shall not be granted for the day preceding or the day following holidays or vacations, and the first and last days of the school year except in case of emergency.

B. A leave of absence may be granted a teacher called for jury service. The Board shall pay an amount equal to the difference between the teacher's daily salary and the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses) for each day on which the teacher reports for or performs jury duty on which he otherwise would have been scheduled to work.

A leave of absence with pay may be granted for time necessary for appearances in any legal proceedings connected with the teacher's employment or with the school system, if the teacher is required by law to attend.

C Teachers may be granted three days for a professional leave of absence with pay for administration approved visitation at other schools or attending meetings or conferences of an educational nature. A teacher shall be notified, upon request for leave, as to whether or not his leave is approved. No more than 15% of the total elementary teaching staff or 15% of the total secondary teaching staff will be allowed to use these professional leave days at one time.

ARTICLE XI

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 designated periods.

B. All teachers shall be given up to a maximum of seven years credit, not retroactive, on the Salary Schedule set forth in Appendix B for full years of outside teaching experience in any school district in the State of Michigan or other teaching experience in a school district accredited by a recognized accrediting agency.

C. The Salary Schedule is based upon the regular school calendar as set forth in Appendix A and the normal teaching assignment as defined in this Agreement.

D. The teachers may select a twenty or twenty-six pay schedule but may not change after selection is made.

E. This salary schedule is based on 180 session days (as defined by the State Board of Education). Any school days required by the Board over the 180 days shall be compensated at the rate of 1/180 of the teacher's salary per day.

F. Teachers may be required to remain not more than one hour after the close of the student's school day for a staff meeting once a month.

ARTICLE XII

SCHOOL CALENDAR

For the term of the agreement of the school calendar shall be set forth in Appendix A. Changes shall be made only when necessary to conform with State Law. Such changes shall be made only in mutual agreement with the Association.

ARTICLE XIII

INSURANCE PROTECTION

The Board agrees to furnish to all teachers the following insurance protection:

- A. Each teacher may choose between one of the following insurance programs to be provided by the Board ; said selection shall be for the duration of the contract:

Plan 1 - \$240.

Options:

- a Life
- b Health
- c Income Protection
- d Survivors Benefit
- e Long Term Disability
- f Dental

Plan 2 - \$340.

Options:

- a Full family - Super Med
- b Employee and Spouse - Super Med
- c Employee and Children - Super Med

- B. The Board shall make payment of insurance premiums for each employee to provide insurance coverage for the full twelve month period commencing with the enrollment of the insuree; when necessary, premiums in behalf of the teacher shall be made retroactive to assure uninterrupted participation and coverage as provided by the insurance carrier.

ARTICLE XIV

INSTRUCTIONAL COUNCIL

- A. There is hereby established a permanent Instructional Council composed of six members, three of whom shall be teachers selected by the teacher organization, and three of whom shall be appointed by the Board, one of whom shall be a Board member.
- B. The Instructional Council shall meet at least three times per year to discuss and study subjects brought before the Council relating to the school system. The first meeting in October; the second meeting by the end of Semester I; the third meeting by the end of March.
- C. The parties agree that the Instructional Council and its sub-committees serve in an advisory capacity only, and that the failure of the Board or teachers to place any of its recommendations in effect shall not constitute the basis for a grievance.
- D. The Council may appoint such joint professional study sub-committees as are deemed necessary which shall meet at their own discretion.

ARTICLE XV

TEACHER EVALUATION

A. Supervision of teachers will be conducted professionally, openly and with full knowledge of the teacher. Teachers will be given a copy of any evaluation report or item prepared by an administrator and a copy placed in the said teacher's evaluation file within five duty days after said evaluative observation. The teacher will have the right to discuss reports thus filed and have immediate access, upon request, to review the contents of his own personal evaluation file. No material may be placed therein without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of said file.

B. Formal evaluation visitations will be arranged by mutual consent of teacher and evaluator.

C. The initial evaluation visitation for probationary teachers to the system will be held within nine weeks from the beginning of school. The second evaluation shall be made before the conclusion of the 27th week of the school year.

D. A teacher may request an evaluation visitation. This visitation should be held not less than five duty days from the date of request.

E. Evaluation of a teacher will be made by an administrator.

F. Evaluation summaries shall be put in writing and evaluation visitations shall be discussed by the administrator with the teacher within five duty days of the visit.

G. Evaluation visit time shall encompass no less than thirty minutes of classroom instruction and/or extra curricular duties. Said thirty minutes may be broken into several short periods of time in order to cover several areas of classroom instruction or teaching duties as schedules warrant.

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 grievances.
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 and 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 between the Administration and the Association. If the grievance is filed on or after May 1, the time limits shall be reduced in order to effect a solution prior to the end of the school year or as soon thereafter as is practicable.

Level One

- A. A teacher who has a complaint which he believes may be the basis of a grievance shall first present the matter in writing (Form, see Appendix D) to his immediate supervisor or principal, whoever is more directly concerned with the problem, to discuss the matter informally. Said teacher may request the presence of a grievance committee member from their building. This meeting shall take place within one duty day after submitting the complaint in writing. 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.

- B. In the event the aggrieved person (or Association) is not satisfied with the disposition of his grievance at Level One A or if no decision has been rendered within three (3) days after presentation of the grievance, he may file the grievance in writing with the Association's PR & R Committee. The Association's PR & R Committee will assist in writing the grievance and they may seek further information for determining the validity of the complaint.
- C. Within five (5) duty 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 grievance shall be considered terminated. In processing the grievance beyond Level One A all decisions shall be in writing in triplicate. One shall be for the Association, one for the Board and one for the grievant.

Level Two

In the event the aggrieved person (or Association) is not satisfied with the disposition of the grievance at Level One, he shall within two (2) days process the claim with the Superintendent of Schools. Within five (5) days from receipt of the grievance by the superintendent he shall render a decision as to the solution.

Level Three

In the event the aggrieved person (or Association) is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within five (5) 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 seven (7)

days from receipt of the written referral by the Board, its Review Committee shall meet with the Association's PR & R Committee for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision shall be rendered within five (5) days.

Level Four

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 before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five calendar days from the notification date that arbitration will be pursued, 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. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

D. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.

E. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

F. The following matters shall not be the basis of any grievance filed under this contract:

1. The termination of the services for failure to reemploy any probationary teacher.
2. The planning for non-tenure teacher on a third year of probation.

It is expressly understood that the grievance procedure shall not apply to those areas in which the tenure act prescribes a procedure or authorizes a remedy.

G. Miscellaneous

1. Any party of interest must be represented at all meetings and hearings at every level except Level One of the grievance procedure by a member of the Association's grievance committee. 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.
2. 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.
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. Access shall be made available to all parties, places and records for all information necessary to the determination and processing of the grievance.

ARTICLE XVII

NUSC MISCELLANEOUS PROVISIONS

A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

B. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract hereafter executed shall be in the form provided in Appendix E and shall be expressly made 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.

C. If any provision of this Agreement shall be found contrary to laws of the United States of America and/or the State of Michigan, that provision shall be considered void.

D. Fifty copies of this Agreement titled "Professional Agreement Between the Fowler School District and Fowler Education Association" shall be printed at the expense of the Board within thirty days after the Agreement is signed and presented to the Association for distribution to all teachers now employed, hereafter employed, or considered for employment of the Board.

E. All teachers covered under this agreement who participated in the production of tapes, publications, or other produced educational material shall retain residual rights should they be copy written or sold by the district.

APPENDIX A
FOWLER PUBLIC SCHOOLS
SCHOOL CALENDAR
1970-1971

August 31	Opening Teacher Conferences
September 1	Opening Day of School
September 4 - 7	Labor Day Vacation
October 9	*Homecoming (football)
October 30	*Parent's Night (football)
October 30	End of 1st Marking Period
November 4 & 5	Parent-Teacher Conferences (evening)
November 5	*College Night at St. Johns
November 26 - 27	Thanksgiving Vacation
December 23 (evening)	Beginning of Christmas Vacation
January 4	School Resumes
January 14 - 15	Semester I Exams
January 15	*Homecoming (basketball)
January 18	Beginning of Semester II
March 19	End of 3rd Marking Period
April 8 (evening)	Beginning of Easter Vacation
April 19	School Resumes
May ?	Senior Exams
May ?	Commencement
May 31	Memorial Day (no school)
June 1 & 2	Semester Exams
June 3	Marking Day (no school)
June 4	Last Day of School

*Faculty Attendance Not Required

APPENDIX B
1970-71 SALARY SCHEDULE

	EA	MA
1	\$7,500.	\$8,000.
2	7,800.	8,300.
3	8,100.	8,600.
4	8,400.	8,900.
5	8,700.	9,200.
6	9,100.	9,600.
7	9,500.	10,000.
8	9,900.	10,400.
9	10,300.	10,800.
10	10,700.	11,200.

Teachers will be paid \$12.50 for each semester hour credit over the ten hours required to obtain a Permanent Certificate up to the earning of a Master's Degree.

The additional hours beyond the Permanent Certificate must be on an approved Master's Program.

Increments are not automatic - but subject to administration and board recommendations.

APPENDIX C

FRINGE BENEFITS

1. \$23.00 for an extra class during a conference period for the school year. \$8.00 for teaching a class for one class period during conference hour except when the teacher has an extra free period due to a class not meeting.
2. 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 the system for one year following study.
3. Each teacher shall have available \$35.00 expenses for conference related to his or her field.
4. Teacher will be granted up to one year leave of absence for maternity.
5. Anyone hired without a Bachelor's Degree may receive up to a maximum of \$7,000.
6. Substitute teacher pay shall be determined by the Board and shall be consistent with that being paid in the area.

APPENDIX C1

EXTRA PAY SCHEDULE 1970-71 k8

RAND INSTRUCTOR	8%
VOCAL INSTRUCTOR	2%
SCHOOL YEAR BOOK	\$400.
FHA	\$100.
CLASS ADVISOR (Each)	
SENIOR	\$100.
JUNIOR	\$125.
SOPHOMORE	\$ 50.
FRESHMAN	\$ 50.
PLAY DIRECTOR	\$200.
SPORTS:	
HEAD COACH IN FOOTBALL AND BASKETBALL	9%
ASST. COACH IN FOOTBALL AND BASKETBALL	7%
HEAD COACH IN SPRING SPORT	6%
FRESHMAN & JUNIOR HIGH COACH	4%
GIRLS COACH & CHEERLEADING	6%
ASST. COACH IN GIRLS SPORT	3%

The percentages apply to the base plus the years of experience in each assignment.

APPENDIX D
GRIEVANCE REPORT FORM

Grievance # _____ School District _____

Submit to Principal in Duplicate

Building _____ Assignment _____

Name of Grievant _____ Date Filed _____

STEP I

A. Date Cause of Grievance Occurred _____

B-1 Statement of Grievance _____

B-2 Relief Sought _____

Signature

Date

C. Disposition by Principal _____

Signature of Principal

Date

D. Position of Grievant and/or Association _____

SIGNATURE

STEP II

Date Received by Supt. _____ Date _____

APPENDIX D

B. Disposition of Superintendent or Designee _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

STEP III

A. Date Received by Board of Education or Designee _____

B. Disposition by Board _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

STEP IV

Date Submitted to Arbitration _____

Disposition and Award of Arbitrator _____

Signature of Arbitrator

Date of Decision



APPENDIX E1

PROBATIONARY TEACHER
CONTRACT OF EMPLOYMENT

This Agreement Made this day, _____ 19____ between _____

Legal Name of School District

hereinafter called the District, and _____

hereinafter called the Teacher. For the school year _____

WITNESSETH:

1. **CERTIFICATION**—It is represented that the said Teacher holds all certificates and other qualifications required by law to teach in said School District and hereby contracts to be employed by said District in the capacity hereinafter designated, for the Contract period hereinafter set forth. This Contract shall terminate if the certificate shall expire by limitation and shall not immediately be renewed or if it shall be suspended or revoked by proper legal authority.
2. **EMPLOYMENT AND DUTIES**—Said Teacher agrees to perform the duties required of the Teacher by law and to obey and fulfill the rules and regulations as established by the Board of Education of the District and to carry out its education program and policies during the entire term of this contract. The Teacher is subject to assignment and transfer at the discretion of the Superintendent of Schools or the Board of Education.
3. **TENURE ACT**—The Teacher agrees to obey the provisions of the School Code, including provisions of the Tenure Act (P.A. No. 4 of 1937, extra session, as amended).
4. **COMPENSATION**—The District agrees to pay a basic annual salary as a Teacher in installments in the amount and term of months designated below. The District shall be authorized to make such payroll deductions as shall be required by law or authorized by the teacher.
5. **EXTRA DUTIES**—It is understood between the parties that a Contract stipulating extra compensation, for a teacher performing extra duties, has a non-tenure status. For a teacher who has attained continuing tenure, failure of the Board of Education to re-employ such teacher in a capacity other than as a classroom teacher shall not be deemed a demotion within the provisions of Act 4, Michigan Public Acts of 1937, extra session, as amended.
6. **SICK LEAVE**—The Teacher will be afforded the same emergency and sick leave of absence granted to teachers under the policies established from time to time by the Board of Education of the District.
7. **PROBATIONARY STATUS**—The Teacher is herewith retained on a PROBATIONARY basis as defined in the Tenure Act (Act 4, Public Acts of 1937, extra session, as amended), said probationary period of _____ duration. Continuing Tenure is not herein afforded to the Teacher at this time, but is specifically withheld pending satisfactory performance during the probationary period.
8. The Provisions of this contract are subject to the terms and conditions to be determined in the master agreement if developed, between the _____ and the Board of Education.
9. **CONTRACT AND FINANCIAL INFORMATION:**

Base Annual Salary \$ _____

Length of Contract	Starting Date	Termination Date

\$ _____

\$ _____

\$ _____

Said sum (total salary) shall be paid in equal installments, the first payment to be made about _____ 19____ with subsequent payments to be made as follows:

TOTAL SALARY \$ _____

IN WITNESS WHEREOF the parties hereto have set hereunto their hands and seals this day and year above written.

TEACHER

BOARD OF EDUCATION

Signature _____

Print or type name _____

Address _____



APPENDIX B2

TEACHER TENURE
CONTRACT OF EMPLOYMENT

This Agreement Made this day, _____ 19____ between _____

Legal Name of School District

hereinafter called the District, and _____

hereinafter called the Teacher. For the school year _____

WITNESSETH:

1. **CERTIFICATION**—It is represented that the said Teacher holds all certificates and other qualifications required by law to teach in said School District and hereby contracts to be employed by said District in the capacity hereinafter designated, for the Contract period hereinafter set forth. This Contract shall terminate if the certificate shall expire by limitation and shall not immediately be renewed or if it shall be suspended or revoked by proper legal authority.
2. **EMPLOYMENT AND DUTIES**—Said Teacher agrees to perform the duties required of the Teacher by law and to obey and fulfill the rules and regulations as established by the Board of Education of the District and to carry out its education program and policies during the entire term of this contract. The Teacher is subject to assignment and transfer at the discretion of the Superintendent of Schools or the Board of Education.
3. **TENURE ACT**—The Teacher agrees to obey the provisions of the School Code, including provisions of the Tenure Act (P.A. No. 4 of 1937, extra session, as amended).
4. **COMPENSATION**—The District agrees to pay a basic annual salary as a Teacher in installments in the amount and term of months designated below. The District shall be authorized to make such payroll deductions as shall be required by law or authorized by the teacher.
5. **EXTRA DUTIES**—It is understood between the parties that a Contract stipulating extra compensation, for a teacher performing extra duties, has a non-tenure status. For a teacher who has attained continuing tenure, failure of the Board of Education to re-employ such teacher in a capacity other than as a classroom teacher shall not be deemed a demotion within the provisions of Act 4, Michigan Public Acts of 1937, extra session, as amended.
6. **SICK LEAVE**—The Teacher will be afforded the same emergency and sick leave of absence granted to teachers under the policies established from time to time by the Board of Education of the District.
7. **TENURE STATUS**—The Teacher is herewith retained on a Tenure basis as defined in the Tenure Act (Act 4, Public Acts of 1937, extra session, as amended).
8. The Provisions of this contract are subject to the terms and conditions to be determined in the master agreement, if developed, between the _____ and the Board of Education.
9. **CONTRACT AND FINANCIAL INFORMATION:**

Base Annual Salary \$ _____

Length of Contract	Starting Date	Termination Date

\$ _____

\$ _____

\$ _____

Said sum (total salary) shall be paid in equal installments, the first payment to be made about _____ 19____ with subsequent payments to be made as follows:

TOTAL SALARY \$ _____

IN WITNESS WHEREOF the parties hereto have set hereunto their hands and seals this day and year above written.

TEACHER

BOARD OF EDUCATION

Signature _____

Print or type name _____

Address _____

This Agreement covers the period from the date of adoption
to June 30, 1971.

Gerald Wieber, President
Fowler Board of Education

Date of Adoption:

Kathlyn Joan Knepper, President
Fowler Education Association

Date of Adoption:
