

8-31-73

Fowlerville

PROFESSIONAL EMPLOYMENT CONTRACT

1. This Contract entered into this _____ day of _____, A.D.;
2. 1971 between the Board of Education of the Fowlerville Community Schools;
3. hereinafter referred to as the "Board;" and the Fowlerville Education
4. Association, hereinafter referred to as the "Association."
5. WHEREAS the Board has a statutory obligation, pursuant to Act 379
6. of the Michigan Public Acts of 1965; to bargain with the Association as
7. the representative of its teaching personnel with respect to hours;
8. wages; terms and conditions of employment; and
9. WHEREAS the parties; following extended and deliberate professional
10. negotiations; have reached certain understandings which they desire to
11. memorialize.
12. In consideration of the following mutual covenants; it is hereby
13. agreed as follows;

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

A. C. Burkett
Fowlerville Education Association
1632 Greencrest
East Lansing, Michigan 48823

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ARTICLE I

Recognition

- A. 1. The Board hereby recognizes the Association as the exclusive
2. bargaining representative, as defined in Section II of Act 379
3. Public Acts of 1965, with respect to wages, hours, terms and condi-
4. tions of employment for all professional teaching personnel, including
5. personnel on tenure, on probation and classroom teachers, guidance
6. counselors, librarians employed by the Board (whether or not assigned
7. to a public school building), but excluding all others such as but
8. not limited to superintendent, principals, and substitutes. A teacher
9. acting as Athletic Director is considered a supervisor and excluded
10. only in his position as Athletic Director.
- B. 1. The Board agrees not to negotiate with any teachers' organization
2. other than the Association for the duration of this Agreement. Nothing
3. contained herein shall be construed to prevent any individual teacher
4. from presenting a grievance and having the grievance adjusted without
5. intervention of the Association, if the adjustment is not inconsistent
6. with the terms of this Agreement, provided that the Association has
7. been given opportunity to be present at such adjustment.
- C. 1. Within thirty days of the beginning of school in September
2. employment hereunder, teachers may sign and deliver to the Board an
3. assignment authorizing deduction of membership dues of the National
4. Education Association, the Michigan Education Association and the
5. Fowlerville Education Association upon such conditions as the
6. Association shall establish. The teacher may withdraw authorization
7. at any time by written request.

ARTICLE II

Teacher Rights

- A. 1. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby
2. agrees that every teacher working for the Board shall have the right
3. freely to organize, join and support the Association for the purpose
4. of engaging in collective bargaining or negotiation with respect to
5. wages, hours, terms and conditions of employment. As a duly elected
6. body exercising governmental power under color of law of the State of
7. Michigan, the Board undertakes and agrees that it will not directly
8. or indirectly discourage or deprive or coerce any teacher in the
9. enjoyment of any rights conferred by Act 379 or other laws of Michigan
10. or the Constitutions of Michigan and the United States; that it will
11. not discriminate against any teacher with respect to hours, wages, or
12. any terms or conditions of employment by reason of his membership in
13. the Association, his participation in any legal activities of the
14. Association or collective professional negotiations with the Board,
15. or his institution of any grievance, complaint or proceeding under
16. this agreement or with respect to any terms or conditions of employment.
- B. 1. The Board specifically recognizes the right of its employees
2. appropriately to invoke the assistance of the State Labor Mediation
3. Board, or a mediator from such public agency.
- C. 1. The Association and its members shall have the right to use
2. school building facilities Monday through Friday 4:00 P.M. to midnight
3. and weekends 1:00 P.M. to midnight for meetings. The facilities used
4. shall be scheduled with building principal. No teacher shall be
5. prevented from wearing insignia, pins or other identification of
6. membership in the Association either on or off school premises.

7. Bulletin boards in the teacher's lounge, the PA system at times of
 8. regular announcements and the weekly bulletin shall be made available
 9. for meeting announcements to the Association and its members.
- D.
1. The Board agrees to make available or furnish to the Association
 2. in response to reasonable requests from time to time all available
 3. public information concerning the financial resources of the district,
 4. approved tentative budgetary requirements and allocations and such
 5. information as will assist the Association in developing intelligent,
 6. accurate informed and constructive programs on behalf of the teachers
 7. and their students, together with information which may be necessary
 8. for the Association to process any grievance or complaint, provided
 9. no access will be given to private personnel files except by written
 10. permission by grievant.

ARTICLE III

Board's Rights

- A. 1. The Board reserves the right to hire all employees subject to
- 2. the provisions of law and evaluate the effectiveness of the employee.
- 3. The Board reserves the right, based upon this evaluation, to promote,
- 4. demote, transfer or dismiss such employee limited only by the specific
- 5. terms of this agreement, the provisions of Public Acts 379, and other
- 6. applicable laws.

- B. 1. The Board of Education maintains its perogatives as established
- 2. by law, including the institution of policies not in conflict with
- 3. the terms of this contract.

ARTICLE IV

Professional Compensation

- A. 1. The salaries of teachers covered by this Agreement are set forth
2. in Appendix A which is attached to and incorporated in this Agreement.
3. Such salary schedule shall remain in effect during the first year
4. of this Agreement, provided, however, that upon written notice to the
5. other party after September 1, 1971 and at least sixty (60) days
6. prior to the first day of April, 1972, either party may request the
7. reopening of negotiation of the salary schedule for contract year
8. 72-73.
- B. 1. The salary schedule is based upon a normal weekly teaching load,
2. as hereinafter defined, in accordance with the adopted school calendar
3. during normal teaching hours. For extra work the teacher shall be
4. entitled to appropriate additional professional compensation. The
5. teacher shall also be paid for attendance, in excess of the recognized
6. teaching responsibilities, as defined hereinafter, at any educational
7. or civic functions where attendance is not voluntary but required
8. unless released time is given.
- C. 1. Teachers shall not be required to report more than two days prior
2. to the beginning of classes at the beginning of the school year or to
3. remain more than two days after classes end in June, provided all
4. duties have been completed.
- D. 1. The following legal holidays shall be observed and all schools
2. closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day.
3. Christmas Day.
- E. 1. A teacher engaged during the school day, at a formal hearing in
2. mediation, under the guidance of the State Labor Mediation Board or

3. any other mediator or arbitrator agreed upon by the parties, in
4. behalf of the Association with any representative of the Board
5. shall be released from regular duties without loss of salary.

- F. 1. At the beginning of each school year, each teacher shall select
2. the method of salary payment desired. 26 Equal amounts payable every
 3. 2 weeks of the year. 21 Equal amounts payable every 2 weeks of school
 4. year. 26 Equal amounts, 20 of which are payable every 2 weeks of
 5. school year, the 21st payment to be the balance (6 payments combined).

- G. 1. Teachers on a full-year contract will receive the school year
2. salary plus 25% of that salary. This salary includes a paid 2 week
 3. vacation in the summer. The contract will be from September 1 through
 4. August 31.

5. The summer program is a continuation of the school program for
6. the school year ending June 30. Teachers working in the summer program
7. will be paid at $\frac{1}{184^{\text{th}}}$ of their school year contract for each day
8. worked unless otherwise provided for in this contract.

- H. 1. Credit for experience outside the school system shall be evaluated
2. by the Board and credit shall be allowed whenever the prior service
 3. of the teacher is satisfactory. Experience from another school system
 4. will be accepted only if the experience was earned while the teacher
 5. had a Provisional or Permanent certificate. Any teacher commencing
 6. service with the district shall be credited with previous years of
 7. satisfactory teaching experience up to a maximum of five years. A
 8. teacher with more than five years experience will receive full credit
 9. for each satisfactory year of teaching when he has been placed on tenure.
 10. Teachers shall be advanced one step on the salary schedule for between
 11. one and three years of active military service and two steps for active
 12. military service in excess of three years.

- I. 1. Increments become effective September 1 (or beginning of school
2. year) each year and advancement under the salary schedule shall be
3. automatic as of this date.
- J. 1. In addition to the basic teacher salary as provided in Appendix A,
2. teachers shall be compensated for sponsorship of extra-curricular
3. activities. The rates of compensation are set forth in Appendix B
4. which is attached and incorporated in this Agreement.
- K. 1. If emergency situations occur and a high school teacher is requested
2. to accept a teaching assignment during the conference period, the
3. teacher accepting this assignment will be paid 1/6 of the teacher's
4. contract prorated for the time of the emergency for subjects calling
5. for preparation or the teacher shall be paid 1/10 of the teacher's
6. contract for an assignment such as study hall or hall duty supervision.
7. The foregoing is applicable when the normal schedule for high school
8. teacher is 5 teaching assignments and a conference period. When the
9. schedule is different than the one cited above, the pay will be adjusted
10. for the period of time involved.
- L. 1. Once teachers have completed 10 semester hours after receiving a
2. bachelors degree they will be reimbursed \$20/semester hour for college
3. courses they take that meet administrative approval. Proof of such
4. work must be presented by the teacher on or before September 1, for
5. courses completed in the last year.
- M. 1. The employer shall pay the total cost of "full-family" Blue
2. Cross-Blue Shield MVF-1 Semi-Private or "full-family" M.E.A. hos-
3. pitalization insurance as selected by the teacher.
- N. 1. The school calendar will be developed by a committee composed
2. of three members of the Board of Education or their representatives

3. and three teachers. The committee will meet and develop a calendar
4. to recommend for adoption by the Board of Education as early in the
5. school year as practical.

- O. 1. Bad Weather days, called by the administration, will be considered
2. as working days if the teacher is at home or at school.

- P. 1. Librarians in all buildings shall be required to work one week
2. in advance of the opening of school and to work one week past the
 3. closing of school to properly file, shelve, catalog, and otherwise
 4. prepare for the opening and closing of the buildings. For this, they
 5. shall be paid at a rate equal to that of any other two week pay period.

ARTICLE V

Leave Benefits

A. 1. Sick Leave

2. 1. Any teacher absent from duty because of personal illness
3. or injury shall be paid his full salary for the period of
4. such absence not to exceed a total of 10 sick days in any
5. one year except where additional sick leave days have been
6. accumulated. The days of sick leave shall be credited to
7. the teacher on the first day he reports for duty in each
8. school year.
9. 2. At the beginning of each year each teacher shall be credited
10. with the number of days of sick leave not used during the
11. previous years of service in this school system. The Board
12. shall furnish to each teacher a written statement at the
13. beginning of each school year setting forth the total of
14. sick leave credit.
15. 3. Should a special situation arise, the Board may, on petition
16. of the Association, grant additional sick leave to individual
17. employees. (Should the petition not be granted, the board
18. shall inform the Association, in writing, of the reasons for
19. the decision.)
20. 4. Any teacher leaving the school system who has used such sick
21. days in excess of his allowance (eg. at the rate of one (1)
22. day per month) shall have such sick leave pay deducted from
23. his final check.
24. 5. Sick leave with pay will be granted for the following reasons:
25. a. Personal illness of a nature that prohibits successful
26. fulfillment of duties.

27. b. Quarantine of member.
28. c. Illness in the immediate family of member. Limited to:
29. parents, siblings, spouse, guardian, or child/ward.
30. d. Emergency situations may be handled at the discretion
31. of the administration.
32. 6. Sick leave compensable under workmens compensation or other
33. insurance provided by the system:
34. a. The teacher shall receive, from the system, the
35. difference between the insurance and his regular salary.
36. 7. The board reserves the right to require a Doctor's state-
37. ment of the members condition of any illness.
38. 8. Personal business leave:
39. a. Personal business is an activity of a nature that
40. requires the teachers presence during the school day
41. and cannot be attended to at another time of day.
42. b. Request for personal business leave shall, when
43. possible, be requested in writing five (5) school
44. days in advance.
45. c. Personal business leave days will be granted providing
46. substitutes are available.
47. d. A personal business leave day shall not be granted for
48. the day preceding or the day following holidays or
49. vacations and the first and last days of the school year.
50. e. Two (2) personal business days per year may be used
51. (non-cumulative). The second to be charged against the
52. sick leave allowance. One of these days need not meet
53. the above criteria providing substitutes are available.

B. 1. Leave of Absence

2. 1. Leave of absence with pay will be granted for the following
3. reasons and not be charged against sick leave:
4. a. Death of spouse, sibling(s), parent(s), guardian(s), or
5. child/ward; not to exceed five (5) days.
6. b. Emergency situations may be handled at the discretion
7. of the administration.
8. c. Approved conferences, conventions, or visitations to
9. other schools.
10. d. Military leave shall be granted according to state law.
11. e. Maternity leave without pay will be granted to tenure
12. teachers upon written request. The leave will be granted
13. at the end of the fifth month and extended to three months
14. after the birth or to the end of the school year in which
15. the birth occurred if the teaching positions are filled.
16. The teacher will be given her original position if
17. it is open or be assigned to any position for which she
18. is qualified.
19. A teacher wishing maternity leave should make the
20. request in writing as soon as possible but not later than
21. the fourth month of pregnancy to the Superintendent of
22. Schools.
23. A teacher may teach after the fifth month of preg-
24. nancy, or within three months after the birth of a child
25. with a medical report from the teacher's doctor and
26. permission of the Board of Education.
27. f. A teacher called for jury duty or to give testimony as

28. a witness, not as a defendant, before any judicial or
 29. administrative tribunal or in an arbitration, negotiation,
 30. mediation, or fact-finding proceeding shall be compensated
 31. for the difference between the teaching pay and the pay
 32. received for the performance of such obligation if neces-
 33. sary to be absent for performance of regular job for
 34. which contracted. The teacher must notify adminis-
 35. tration immediately upon notification of such duty
 36. to allow replacement or cancellation of such duty.
- C. 1. Absences not covered in the above items will result in the deduc-
2. tion in the salary equal to $\frac{1}{184}$ th of the total salary per year.

ARTICLE VI

Teaching Hours

- A. 1. The teacher is expected to be in the classroom or assigned location 15 minutes before the students day begins and 15 minutes after 2. the students day ends. 3.
- B. 1. The parties recognize that the work week in education cannot be 2. interpreted literally. The teacher is required, in addition to the 3. regular classroom assignment, to make a careful daily preparation, to 4. attend staff meetings and to attend parent-teacher conferences. 5. Teachers are also encouraged to attend performances of the students 6. in plays, concerts, athletic activities and other extra-curricular 7. activities.
- C. 1. The general schedules of the Elementary, Middle, and High 2. Schools shall be set forth with the calendar in Appendix C.

ARTICLE VII

Teaching Assignments

- A. 1. Since pupils are entitled to be taught by teachers who are work-
 2. ing within their area of competence, teachers shall not be assigned,
 3. except temporarily and for good cause, outside the scope of their
 4. teaching certificates or their major or minor field of study.
- B. 1. Teachers who will be affected by a change in grade assignments
 2. in the elementary school grades and by changes in subject assignment
 3. in the secondary school grades will be notified and consulted by their
 4. principals as soon as practicable. Such changes will be voluntary to
 5. the extent possible. Every effort will be made to avoid reassigning
 6. elementary school teachers to different grade levels unless the teacher
 7. requests such change.

ARTICLE VIII

Teaching Conditions

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

1 A. Because the pupil-teacher ratio is an important aspect of an effective
2 educational program, the parties agree that class size should be lowered
3 where ever possible to meet the following guidelines. When the guideline
4 for a grade level or subject area is exceeded by sufficient numbers to
5 create another class (based on the guidelines), an additional class shall
6 be scheduled and appropriate staff provided. The class size guidelines
7 shall be set forth in Appendix D of this contract and may be revised by
8 mutual agreement of the Curriculum Council and the Board without recourse
9 to the formal negotiation procedure.

1. B. Elementary teachers will not be assigned additional students when a
2 teacher is absent.

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

1 D. All teachers shall be entitled to a duty-free uninterrupted lunch
2 period. The lunch period shall be a minimum of 30 minutes each day.

1 E. Time release for teacher's inservice meetings shall be one-half
2 day per semester.

1 F. The Board recognizes that appropriate multi-ethnic texts, library
2 reference facilities, maps and globes, laboratory equipment, audio-visual
3 equipment, art supplies, athletic equipment, current periodicals, standard
4 tests and questionnaires, and similar materials are the tools of the teach-
5 ing profession. The parties will confer from time to time for the purpose
6 of improving the selection and use of such educational tools and the Board
7 undertakes promptly to implement all joint decisions thereon made by its
8 representative and the Association. The Board agrees at all times to keep
9 the school reasonably equipped and maintained.

- 10 1. A media program, with libraries in each school, based
11 upon the storage and retrieval of printed and audio-
12 visual forms of communication, maintained by the Board
13 and professionally staffed, shall be charged with the
14 responsibility of implementing, enriching, and support-
15 ing the educational programs of the schools.
- 16 2. This media program should meet the criteria as presented
17 in the University of Michigan's "ACCREDITATION STANDARDS,"
18 and should strive to meet those as presented in the North
19 Central Association of Colleges and Secondary Schools'
20 "POLICIES AND CRITERIA FOR THE APPROVAL OF SECONDARY SCHOOLS,"
21 and as presented in the American Association of School Librar-
22 ians' "STANDARDS FOR SCHOOL MEDIA PROGRAMS."
- 23 3. The Board shall provide necessary in-service programs and
24 continuing assistance to all staff members in the proper
25 utilization of the materials center and in the screening and
26 use of instructional materials. The Association shall assist
27 the Board in development and implementation of this provision.

1 G. The Board and the Association mutually recognize the importance of
2 continuous use of adequate teaching reference material in maintaining a
3 high level of professional performance. In furtherance of that recogni-
4 tion, the Board shall provide a professional library in each school in the
5 district as a part of the total media program.

1 H. The Board agrees to make available in each school adequate typing, dup-
2 licating, stencil, and mimeograph facilities, a copying machine, and clerical
3 personnel to aid teachers in the preparation of instructional material.

1 I. The Board shall make available in each school adequate lunchroom,
2 restroom and lavatory facilities for teacher use and at least one room,
3 appropriately furnished, which shall be reserved for use as a faculty lounge
4 in which smoking shall be permitted. Provision for such facilities will be
5 made in all future buildings.

1 J. A telephone shall be made available to teachers for their reasonable
2 use in the teachers' lounge. Toll calls will be charged to the teacher
3 if not related to school business.

1 K. In schools where continuous cafeteria service for teachers is not
2 available, a vending machine for beverages may be installed at the request
3 of the Association, the profits to be used for the existing teachers'
4 Recreational Fund.

1 L. Adequate parking facilities shall be made available to teachers for
2 their use.

1 M. The Board shall provide:

- 2 1. A separate convenient lockable file cabinet or filing area
3 for each teacher.
- 4 2. At least one desk per room with a lockable drawer space.
- 5 3. Suitable lockable closet space in each room to store coats,

- 6 overshoes, and personal articles.
- 7 4. Adequate chalkboard space in every classroom.
- 8 5. Copies, exclusively for each teacher's use, of all texts
- 9 used in each of the courses he is to teach.
- 10 6. A complete and unabridged dictionary in every classroom.
- 11 7. Adequate storage space in each classroom for instructional
- 12 materials.
- 13 8. Adequate attendance books, paper, pencils, pens, chalk,
- 14 erasers, and other such material required in daily teach-
- 15 ing responsibility.
- 1 N. Teachers shall not be required to work under unsafe or hazardous condi-
- 2 tions or to perform tasks which endanger their health, safety or well being.
- 3 The Board will not require a teacher to maintain, instruct, or supervise
- 4 students in a classroom facility that does not meet the "Sanitation Standards
- 5 for Schools," adopted by the Michigan Department of Health, Regulations
- 6 325.721 - 325.746, Michigan Administrative Code, 1954.
- 1 O. Innovative and experimental programs will be encouraged but such pro-
- 2 grams will be subject to the guidelines as outlined in this Article.
- 3 An innovative and experimental program may begin only when all of the
- 4 following have been satisfied.
- 5 1. Discussion of such programs by the staff or department
- 6 directly affected will be preceded by distribution of
- 7 available information about the program. If possible,
- 8 authorities in the area of the experimentation should
- 9 be consulted for information.
- 10 2. The program must be adopted by at least 75% of the
- 11 affected staff in a secret ballot election, conducted

12 by the Curriculum Council, and if so, then the transfer
13 procedure may be utilized by teachers who do not wish to
14 participate.

15 3. All programs must be presented to the Curriculum Council.

16 Programs which receive the approval of the Council shall
17 then be presented to the Board.

18 4. Programs that are approved and put into effect shall be
19 adequately funded.

20 Programs that have been put into effect must be evaluated at least once
21 each school year. Such evaluations must be reduced to writing and distrib-
22 uted for staff information if the program is considered for extension.
23 Extensions, if requested, will be subject to the provisions of Paragraphs
24 #1 through #4 above.

1 P. Teachers shall be evaluated by their administrators. All probationary
2 teachers shall be evaluated in writing at least twice each school year. All
3 tenure teachers shall be evaluated in writing at least once each school year.
4 Each evaluation shall consist of an observation at least thirty minutes in
5 length and a follow up conference. At the conference the evaluator shall
6 note the following.

- 7 1. Those teaching qualities which are satisfactory.
- 8 2. Any specific areas of weakness which require improvement.
- 9 3. Specific suggestions designed to improve the identified
10 areas of weakness.
- 11 4. When appropriate, the teacher will be informed as to the
12 consequences of failing to achieve satisfactory growth.
- 13 5. The above shall be reduced to writing and included in
14 the written evaluation.

15 The written evaluation shall be submitted to the superintendent within
16 fifteen (15) school days of the observation with a copy to be furnished to
17 the subject teacher. In the event that the teacher feels his evaluation
18 was incomplete or unjust, he may put his objections in writing and have
19 them attached to the evaluation report to be placed in his personal file.

1 Q. The provisions of this Agreement and the wages, hours, terms, and condi-
2 tions of employment shall be applied without regard to race, creed, religion,
3 color, national origin, age, sex or marital status or membership in or associ-
4 ation with the activities of any employee organization. The Board and the
5 Association pledge themselves to seek to extend the advantages of public
6 education to every student without regard to race, creed, religion, sex,
7 color or national origin and seek to achieve full equality of educational
8 opportunity to all pupils.

ARTICLE IX

Reduction in Personnel and Annexation,
Consolidation or Other Reorganization
of the District

- A. 1. In the event that this district shall be combined with one or more
2. districts, the Board will use its total efforts toward the continued
3. recognition of the Association and the continued employment of its
4. members in such consolidated district.
- B. 1. No teacher shall be laid off as a result of a necessary reduction
2. in personnel unless there is a substantial decrease in the students
3. enrolled in the school district or there is a substantial decrease
4. in the revenues of the school district.
- C. 1. No teacher shall be discharged as a result of a necessary reduction
2. in personnel for any school year.
- D. 1. No teacher shall be laid off as a result of a necessary reduction
2. in persnnel for any school year or any portion thereof unless said
3. teacher shall have been notified of said lay-off at least fourteen
4. (14) calendar days prior to the effective date of lay-off.
- E. 1. In the event that a reduction in personnel, as heretofore defined,
2. shall become necessary, the Board shall first retain those teachers
3. possessing current teaching certificates with the longest period of
4. continuous service in the school district who are qualified to
5. teach in the specific subject matter areas to be preserved.
1. In the event of lay-off, the Board will make every effort to
assist separated personnel in securing other teaching situations.
2. In the event of lay-off, the Board will institute a recall
procedure which, when implemented, will insure teachers that
they will be recalled in the reverse order of lay-off, subject
to the specific subject matter areas to be reinstated. Recall

will be initiated immediately upon resolution of any financial crisis which may have precipitated the necessary reduction in personnel.

3. In the event a teacher does not acknowledge recall from lay-off within fourteen (14) calendar days of notification, their employment shall be terminated.

ARTICLE X

Protection of Teachers

- A. 1. Since the teacher's authority and effectiveness in his classroom
2. is undermined when students discover that there is insufficient
3. administrative backing and support of the teacher, the Board recognizes
4. its responsibility to give all reasonable support and assistance to
5. teachers with respect to the maintenance of control and discipline in
6. the classroom. The Board further recognizes that the teacher may not
7. fairly be expected to assume the role of warden or custodian for
8. emotionally disturbed students nor to be charged with full responsi-
9. bility for psychotherapy. Whenever it appears that a particular pupil
10. requires the attention of special counselors, social workers, law
11. enforcement personnel, physicians or other professional persons, the
12. Board will take reasonable steps to relieve the teacher of responsi-
13. bilities with respect to such pupil.
- B. 1. The Board recognizes its responsibility to continue to give
2. administrative backing and support to its teachers, although each
3. teacher bears the primary responsibility for maintaining proper con-
4. trol and discipline in the classroom. The teachers recognize that
5. all disciplinary actions and methods invoked by them shall be reason-
6. able and just, and in accordance with established board policy.
- C. 1. If any action is to be taken as a result of a complaint by any
2. parent or if a record is to be made of the complaint, the teacher
3. shall be so informed as soon as possible in writing by whomever
4. is taking the action.
- D. 1. The Board will provide liability insurance for teachers to protect
2. them from any complaint or suit against the teacher by reason of action

3. taken by the teacher while performing his duties within the scope of
 4. Board policy.
- E. 1. Any case of assault upon a teacher shall be promptly reported to
2. the Board or its designated representative. The Board will provide
 3. legal counsel to advise the teacher of his rights and obligations
 4. with respect to such assault and shall promptly render all reason-
 5. able assistance to the teacher in connection with handling of the
 6. incident by law enforcement and judicial authorities, excluding
 7. legal defense.
- F. 1. The Board will reimburse teachers for any theft, or malicious
2. damage or destruction of clothing or personal property of the teacher
 3. while on duty in the school or on the school premises, providing
 4. there is no negligence on the part of the teacher and the teacher
 5. has no effective insurance to cover said loss.
- G. 1. Time lost by a teacher in connection with any incident mentioned
2. in this article, not compensable under workmans compensation, shall
 3. not be charged against the teacher unless he is adjudged guilty by a
 4. court of competent jurisdiction.
- H. 1. A written statement by the Board governing use of corporal punish-
2. ment of students shall be publicized to all teachers no later than the
 3. first week of each school year. A teacher may, at all times, use such
 4. force as necessary to protect himself, a fellow teacher or adminis-
 5. trator, or a student, from attack, physical abuse, or injury. The
 6. Board agrees to indemnify teachers against any damages, fines, legal
 7. fees or other costs as a consequence of any act authorized by a written
 8. statement of the Board or by the provisions of this paragraph. The

9. Board may also prohibit teachers from direct action in certain
10. situations and agrees to indemnify teachers against any damages,
11. fines, legal fees or other costs incurred as a consequence of
12. such inaction.

ARTICLE XI

Professional Behavior

- A. 1. The Association recognizes that abuses of sick leave or other
2. leaves, chronic tardiness or absence, willful deficiencies in pro-
3. fessional performance, or other violations of discipline by a
4. teacher reflect adversely upon the teaching profession and
5. create undesirable conditions in the school building. The Board,
6. in recognition of the concept of progressive correction, shall
7. notify the teacher in writing of alleged delinquencies, indicate
8. expected correction, and indicate a reasonable period for correction.
9. Alleged breaches of discipline shall be promptly reported to the
10. offending teacher. The Association will use its best efforts to
11. correct breaches of professional behavior by any teacher.
- B. 1. A teacher shall at all times be entitled to have present a
2. representative of the Association when he is being reprimanded,
3. warned or disciplined for any infraction of rules or delinquency in
4. professional performance. When a request for such representation
5. is made, no action shall be taken with respect to the teacher until
6. such representative of the Association is present.
- C. 1. No teacher shall be disciplined, reprimanded, reduced in rank
2. or compensation, deprived of any professional advantage or adversely
3. evaluated without just cause. All information forming the basis
4. for disciplinary action will be made available to the teacher and
5. the Association.

ARTICLE XII

Negotiation Procedures

- A. 1. It is contemplated that matters not specifically covered by
2. this Agreement but of common concern to the parties shall be subject
3. to professional negotiations between them from time to time during
4. the period of this contract by mutual agreement. The parties under-
5. take to cooperate in arranging meetings, selecting representatives
6. for such discussions, furnishing necessary public information and
7. otherwise constructively considering and resolving any such matters.
- B. 1. At least sixty (60) days before the end of the first school year of
2. this agreement the following items shall be opened for negotiations:
3. a) the salary schedule; and
4. the item (other than salary) from the Professional Compensation
5. Article.
6. b) two other Articles; one chosen by each negotiating team.
7. At least sixty days prior to the expiration of this Agreement, the
8. parties will likewise begin negotiations for a new agreement
9. covering wages, hours, terms and conditions of employment of teachers
10. employed by the Board.
- C. 1. In the event the salary schedule is reopened for negotiation, by
2. either party, as provided in Article IV of this Agreement, the
3. parties will promptly negotiate for the purpose of reaching an
4. agreement upon a revised salary schedule. The current salary
5. schedule shall remain in effect through the period of this agree-
6. ment until a revised schedule is ratified by both parties, pro-
7. vided the teacher's services continue to be rendered.

- D. 1. In any negotiations described in this Article, neither party
2. shall have any control over the selection of the negotiating or
3. bargaining representatives of the other party and each party may
4. select its representatives from within or outside the school district.
5. It is recognized that no final agreement between the parties may be
6. executed without ratification by the Board of Education and by the
7. Association, but the parties mutually pledge that representatives
8. selected by each shall be clothed with all necessary power and
9. authority to make proposals, consider proposals, and make concessions
10. in the course of negotiations or bargaining, subject only to such
11. ultimate ratification.
- E. 1. If the parties fail to reach an agreement in any such negotiations,
2. either party may invoke the mediation machinery of the State Labor
3. Mediation Board or take any other lawful measures it may deem
4. appropriate.

ARTICLE XIII

Grievance Procedure

- A. 1. A grievance shall be defined as an alleged violation,
2. misinterpretation, or misapplication of this Agreement or written
3. board policies affecting working conditions of the teacher. Should
4. a teacher feel that there has been a violation, he will take the
5. following steps:

6. Step 1. The teacher with or without a designated repre-
7. sentative may discuss the grievance with the Principal
8. informally within five (5) attendance days of the
9. alleged violation. If no satisfactory conclusion is
10. reached within three (3) attendance days following the
11. discussion set forth above, the teacher shall reduce the
12. grievance to writing and proceed within ten (10) atten-
13. dance days of said discussion to Step 2. A copy of the
14. written grievance shall be filed with the Superintendent
15. or his designated agent as specified in Step 1 with the
16. endorsement thereon of the approval or disapproval of
17. the association.

18. Step 2. The Superintendent or his designated agent shall
19. arrange a meeting with the grievant and/or the designated
20. association representative at the option of the grievant
21. to discuss the grievance. Within ten (10) attendance
22. days of the discussion, the Superintendent or his
23. designated agent shall render his decision in writing,
24. transmitting a copy of the same to the grievant, the
25. Association Secretary, the Building Principal in which

26. the grievance arose, and place a copy of same in a
27. permanent file in his office. If the decision is unsatis-
28. factory to the grievant, the grievant may appeal same to
29. the Board of Education by filing a written grievance along
30. with the decision of the Superintendent with the officer
31. of the board in charge of drawing up the agenda for the
32. board's meeting not less than ten (10) attendance days
33. prior to the next regularly scheduled board meeting.

34. Step 3. Upon proper application as specified in Step 2, the
35. Board shall allow the teacher and/or his association
36. representative an opportunity to be heard at the meeting
37. for which the grievance was scheduled. The Board shall
38. render its decision, in writing, within fifteen (15)
39. attendance days of the meeting. A copy of the written
40. decision of the board shall be forwarded to the
41. Superintendent for permanent filing, the building prin-
42. cipal for the building in which the grievance arose,
43. the grievant, and the Secretary of the Association.

44. Step 4

45. a.If the association is not satisfied with the disposition
46. of the grievance by the Board, or if no disposition has
47. been made within the period above provided, the grievance
48. may be submitted to arbitration before a panel of three (3)
49. arbitrators. The Board shall select one member of the panel
50. and be responsible for the fee and expenses of its selection.
51. The Association shall select one member of the panel and be
52. responsible for the fee and expenses of its selection.

53. The above mentioned appointments to the panel shall be made
54. within five (5) days following the initiating party's noti-
55. fication to the other of its intent to submit the grievance
56. to arbitration.

57. b. The two appointed members of the panel shall meet promptly
58. and within ten (10) calendar days to guarantee the selection
59. of the third member. The fee and expenses of the third
60. member of the panel shall be shared equally by the Board and
61. Association.

62. c. The Board and the Association shall not be permitted to
63. assert in such arbitration proceeding any ground or to
64. rely on any evidence not previously disclosed to the other
65. party. The arbitrators shall have no power to alter, add
66. to, or subtract from the terms of this Agreement. Both
67. parties agree to be bound by the award of the majority
68. of the panel and agree that judgment thereon may be
69. entered in any court of competent jurisdiction.

B. 1. The Boards agreement to the inclusion
2. of "Binding Arbitration" in the grievance
3. procedure cannot be used to imply that the
4. Board agrees with the theory of "Binding
5. Arbitration."

C. 1. Failure to appeal a decision at any level within the specified
2. time limits shall be deemed an acceptance of the decision at that
3. level.

D. 1. The teacher will have the right to withdraw a grievance at any
2. level.

- E. 1. A grievance may not be processed past step three without the
2. approval and endorsement of the Association.
- F. 1. If any probationary or tenure teacher for whom a grievance
2. is sustained shall be found to have been unjustly discharged or unjustly
3. denied renewal of his contract, he shall be reinstated with full reim-
4. bursement of all professional compensation lost. If any teacher shall
5. have been found to have been improperly deprived of any professional
6. compensation or advantage, the same or its equivalent in money shall
7. be paid to him.
- G. 1. The time limits provided in this Article shall be strictly
2. observed but may be extended by written agreement of the parties.
3. In the event a grievance is filed after May 15th of any year and strict
4. adherence to the time limits may result in hardship of any party, the
5. Board shall use its best efforts to process such grievance prior to
6. the end of the school term or as soon thereafter as possible.
- H. 1. Notwithstanding the expiration of this Agreement, any claim
2. or grievance arising thereunder may be processed through the griev-
3. ance procedure until resolution.
- I. 1. The Association will have on file, in the office of the Super-
2. intendent, the names of the Association Representative in each
3. building.

ARTICLE XIV

Miscellaneous Provisions

- A. 1. The Board agrees at all times to maintain a list of substitute
2. teachers. Teachers shall be informed of a telephone number they should
3. call at least one hour prior to reporting time to report unavailability
4. for work. Once a teacher has reported unavailability, it shall be the
5. responsibility of the administration to arrange for a substitute teacher.
- B. 1. The Association's representative will be duly advised by the
2. Board of fiscal, budgetary and tax programs affecting the district and
3. the Association will have the opportunity in advance to consult with
4. the Board, or its representative, with respect thereto prior to adoption.
- C. 1. This Agreement shall supersede any rules, regulations or practices
2. of the Board which shall be contrary to or inconsistent with its terms.
3. It shall likewise supersede any contrary or inconsistent terms contained
4. in any individual teacher contracts theretofore in effect. All future
5. individual teacher contracts shall be made expressly subject to the
6. terms of this Agreement. The Provisions of this Agreement shall be a
7. legal contract between the Board and the Association.
- D. 1. Copies of this Agreement shall be printed and supplied to all
2. teachers now employed or hereafter employed by the Board.
- E. 1. If any provision of this Agreement or any application of the
2. Agreement to any employee or group of employees shall be found contrary
3. to law, then such provision or application shall be void except to the
4. extent permitted by law, but all other provisions or application shall
5. continue in full force and effect.

ARTICLE XV

Continuity of Operation

- A. 1. The Association recognizes that strikes, as defined in Section 1
2. of Public Act 336 of 1947 of Michigan as amended, by public employees,
3. are contrary to law and public policy. The Board and the Association
4. subscribe to the principle that differences shall be resolved by
5. appropriate and peaceful means, without interruption of the school
6. program. Accordingly, the Association agrees that during the term of
7. this Agreement, it will not direct, instigate, participate in,
8. encourage or support any strike against the Board.

ARTICLE XVI

Duration of Agreement

- A. 1. This Agreement shall be effective as of 12:01 A.M. September 1,
2. 1971 and shall continue in effect for two (2) years through the
3. 31st day of August, 1973. This Agreement shall not be extended
4. orally and it is expressly understood that it shall expire on
5. the date indicated.

APPENDIX A

The following shall be the schedule of basic teacher salaries:

		<u>Bachelors</u>	<u>Masters</u>
First Year	1.00	\$ 8,275.00	\$ 8,725.00
	$\frac{1}{2}$	8,440.50	8,899.50
Second Year	1.04	8,600.00	9,075.00
	$\frac{1}{2}$	8,771.50	9,248.50
Third Year	1.08	8,925.00	9,425.00
	$\frac{1}{2}$	9,143.88	9,641.13
Fourth Year	1.13	9,350.00	9,850.00
	$\frac{1}{2}$	9,557.63	10,077.38
Fifth Year	1.18	9,775.00	10,300.00
	$\frac{1}{2}$	10,012.75	10,557.25
Sixth Year	1.24	10,250.00	10,825.00
	$\frac{1}{2}$	10,509.25	11,080.75
Seventh Year	1.30	10,750.00	11,350.00
	$\frac{1}{2}$	10,964.38	11,560.63
Eighth Year	1.35	11,175.00	11,775.00
	$\frac{1}{2}$	11,378.13	11,996.88
Ninth Year	1.40	11,575.00	12,225.00
	$\frac{1}{2}$	11,750.50	12,389.50
Tenth Year	1.44	11,925.00	12,575.00
	$\frac{1}{2}$	12,081.50	12,738.50
Eleventh Year	1.48	12,250.00	12,925.00

The full step salaries are customarily rounded off to the nearest \$25.

The $\frac{1}{2}$ step salaries are computed directly.

APPENDIX D

Class Size Guidelines

<u>1. ELEMENTARY</u>	<u>GUIDELINE</u>
Kindergarten	16
First-Third Grade	20
Fourth-Fifth Grade	24
<u>2. MIDDLE SCHOOL</u>	
Sixth Grade:	
English	25
Social Studies	25
Math	25
Science	22
Art	20
Home Economics	18
Gym	20
Seventh Grade:	
English	20
Social Studies	25
Math	22
Science	25
Art	20
Home Economics	18
Gym	20
Eighth Grade:	
English	24
Social Studies	25
Math	22
Science	24
Art	20
Home Economics	15
Gym	20

3. <u>HIGH SCHOOL</u>	<u>GRADE</u>	<u>GUIDELINE</u>
<u>SUBJECT:</u>		
<u>ENGLISH</u>		
Journalism B	11-12	15
Yearbook	11-12	14
English Lit.	11-12	22
Writing II	10	14
Dramatics	11-12	15
Reading	10	25
Vocabulary II	10	25
College Reading	11-12	20
College Writing	11-12	15
Forensics	10-12	20
Career English	12	14
Philosophy	11-12	15
Music Appreciation	11-12	25
All others		25
<u>SOCIAL STUDIES</u>		
Classroom	9-12	25
Independent Study	10-12	10
<u>MATH</u>		
Algebra I	9	25
Algebra II	10	25
Introduction to Algebra	9	20
Math for Shop and Home	9-10	15
Geometry	10	20
Fun with Geometry	9-10	15
Advanced Math	12	15
Math for Living	9-10	15
<u>SCIENCE</u>		
Chemistry	11-12	24
Biology I	10	24
Biology II	11-12	24
Physical Science	9-10	25
Health	11-12	25
Applied Science	11-12	16
Physics	12	20
<u>LANGUAGE</u>		
	9-12	15
<u>BUSINESS</u>		
Office Block	11-12	20
Shorthand	11-12	25
Co-op	11-12	Depends on positions available

<u>HIGH SCHOOL</u>	<u>GRADE</u>	<u>GUIDELINE</u>
Typing	10-12	25
Bookkeeping	10-12	25
Business Math	9-10	25
General Math	9-12	25
<u>INDUSTRIAL ARTS</u>		
Shop I	9	15
Shop II	10-12	15
Electricity	11-12	20
Drafting	10-12	20
<u>HOMEMAKING</u>	9-12	20
<u>ART</u>		
Art I	9-12	14
Art II	9-12	14
Art III	9-12	14
Rug Hooking	9-12	30
Oil Painting	9-12	14
Acrylic	9-12	14
Sculpture	9-12	14
Independent Study	9-12	8
Macrame	9-12	14
Ad. Drawing	9-12	14
<u>PHYSICAL EDUCATION</u>		
Girls' Physical Education	9,10,11, or 12	25
Boys' Physical Education		25
<u>AGRICULTURE</u>		
Farm Mechanics		10
Soils		22
Farm Management		22
Co-op		10
Animal Science		22
Agriculture in Our Lives		23
4. <u>SPECIAL EDUCATION</u>		
Special classes for handicapped or mentally retarded.		10
5. The ratio of pupils to total classroom teachers within the district shall not exceed 25 to 1.		

APPENDIX C

Teaching Hours - Refer to Art. VI for further information.

- A. The Elementary School schedule will be from 7:45 A.M. to 2:45 P.M. Teachers will have a 30 minute preparation period between 7:45 A.M. and 8:15 A.M. The students day starts at 8:30 A.M. and ends at 3:30 P.M.
- B. The Middle School will be on double sessions this year. Classes for students in the sixth and seventh grades shall be scheduled from 7:00 A.M. to 12:00 noon and those for eighth grade students from 12:30 P.M. to 5:30 P.M. Each teacher will be assigned a conference period equal in duration to one normal class period.
- C. The High School will be on double sessions this year. Juniors and Seniors shall attend from 6:50 A.M. to 12:00 noon while Freshmen and Sophomores shall attend from 12:30 P.M. to 5:40 P.M. Each teacher will be assigned a conference period equal in duration to one normal class period.

APPENDIX B

1. The following shall be the rates of compensation for extra-
 2. curricular activities for the 1972-1973 school year. Percentages
 3. are based on the first year, Bachelor's degree salary.

4.	1. High School Instrumental Music	8%
5.	2. F F A	5%
6.	3. F H A - High School	3%
7.	4. Director of Play (per play)	3%
8.	5. Faculty Sponsors	
9.	A. Year Book - High School	4%
10.	- Middle School	2%
11.	B. Student Council - High School	5%
12.	- Middle School	3%
13.	C. G A A	4%
14.	D. Cheerleaders	4%
15.	E. Senior Class	2%
16.	F. Junior Class	3%
17.	6. Athletics	
18.	A. Head football coach	13%
19.	(4) Assistant football coaches*	28%
20.	B. Head basketball coach	12%
21.	(3) Assistant basketball coaches*	21%
22.	C. Head baseball	8%
23.	(1) Assistant baseball	6%
24.	D. Track	8%
25.	(1) Cross Country	5%
26.	E. Wrestling	11%
27.	(1) Assistant Wrestling	4%

28.	F. Golf	5%
29.	G. Middle School Intramural	
30.	(1) Boys up to	5% per year
31.	(2) Girls up to	5% per year
32.	7. Driver Education	
33.	Behind the Wheel	\$5.80/hr
34.	Classroom	\$6.30/hr

35. *The Athletic Director, the Principal and the Superintendent will
36. allocate the percentages based upon time and responsibility of the
37. assignments.