

Fraser

Aug 29, 1974

1973 - 1974

A G R E E M E N T

between the

BOARD OF EDUCATION OF THE FRASER PUBLIC SCHOOLS DISTRICT  
and the  
FRASER EDUCATION ASSOCIATION

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

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A G R E E M E N T

between the

BOARD OF EDUCATION OF THE FRASER PUBLIC SCHOOLS DISTRICT  
and the  
FRASER EDUCATION ASSOCIATION  
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THIS AGREEMENT entered into this 30th day of August, 1973, by and between the Board of Education of the Fraser Public Schools District, Macomb County, Michigan, hereinafter called the "BOARD", and the Fraser Education Association, hereinafter called the "ASSOCIATION".

WHEREAS, the Board and the Association each have the common objective of providing the best possible educational opportunity for all children enrolled in the schools consistent with community resources; and,

WHEREAS, the success of the educational program is dependent upon the knowledge, skill and creative ability of teachers; and,

WHEREAS, the laws of the State of Michigan (Act 379, P.A. 1965) authorize collective bargaining between public employers and employees with respect to hours, wages, and terms and conditions of employment; and,

WHEREAS, the parties hereto, following extended and deliberate collective bargaining, have reached understandings which they desire to incorporate into a formal contract;

NOW THEREFORE, in consideration of the following mutual covenants, the parties agree as follows:

ARTICLE I

A. ASSOCIATION RECOGNITION - The Board recognizes the Association as the exclusive bargaining representative of all certified teaching personnel under contract (hereinafter referred to as "teacher" or "teachers"), excluding the Superintendent, Assistant Superintendent, Business Manager, Director of Elementary Education, Teaching Principals, Principals and Assistant Principals.

The Board agrees it shall be unlawful for it:

- (a) to interfere with, restrain, or coerce teachers in the exercise of their rights to organize together or to form, join or assist in labor organizations, to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection, or to negotiate with the Board through representatives of their own free choice;
- (b) to initiate, create, dominate, contribute to or interfere with the formation or administration of any labor organization;
- (c) to discriminate in regard to hire, terms or other conditions of employment in order to encourage or discourage membership in a labor organization;
- (d) to discriminate against a teacher because he has given testimony or instituted proceedings under Act 336, Public Acts of 1947, as amended, or,

(e) to refuse to bargain collectively with the exclusive bargaining representatives of the teachers in respect to rates of pay, wages, hours of employment or other conditions of employment. The Board further agrees that for the purposes of this section, to bargain collectively is the performance of the mutual obligation of the Board and the Association to meet at reasonable times and confer in good faith with respect to wages, hours and other terms and conditions of employment, but such obligation does not compel either party to agree to a proposal or require the making of a concession.

B. DUES AND FINANCIAL RESPONSIBILITY - It is recognized that the proper negotiation and administration of collective bargaining agreements entail expense which is appropriately shared by all teachers who are beneficiaries of such agreements. To this end all teachers shall as a condition of continued employment execute an authorization for the deduction of Association dues or for deduction of a sum equivalent to the Association dues as a service fee. The Board will deduct from the pay of each teacher from whom it receives an authorization, the required amount of dues or service fees. Said deductions shall be made starting with the second (2nd) paycheck of the year, and shall continue to be made from the next ten (10) consecutive paychecks.

Sums deducted as dues shall be forwarded to the Association Treasurer within thirty (30) days after their deduction.

This service shall not be provided by the Board to any other teacher organization.

The Association shall notify the Board prior to September 1 of the full amount of dues and service fees to be deducted from the pay of each teacher for the year. The payroll deduction for dues may not be increased after that date.

In the event that a teacher does not sign an authorization or make other arrangements with the Association to pay the required fees following the commencement of employment, the Board agrees that the services of such teacher shall be discontinued.

C. BOARD POWERS - The Board retains all rights and powers conferred upon it by the Constitution and Laws of the State of Michigan and of the United States, including the right to manage the school system, establish curriculum content, hire, promote, transfer, assign, discharge or retain teachers in positions within the system, and to determine the methods, means, and personnel to operate the system, except as limited by the express provisions of this Agreement or the applicable laws of the State of Michigan or the United States of America.

D. The Association agrees that it shall not strike, as defined in Section 1, Act 336, Public Acts of Michigan, 1947, as amended, which reads as follows:

". . . the word 'strike' shall mean the concerted failure to report for duty, the wilful absence from one's position, the stoppage of work or the abstinence in whole or in part from the full,

faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, or compensation, or the rights, privileges, or obligations of employment."

ARTICLE II

SALARY SCHEDULE 1973-1974

The Salary Schedule appearing on Page A-1, attached hereto as "Exhibit A", and made a part hereof, shall be in effect during the term of this Agreement.

ARTICLE III

HOSPITAL, LIFE AND INCOME PROTECTION INSURANCE

A. HOSPITAL AND SURGICAL INSURANCE - All teachers covered by this Agreement shall be eligible to receive hospital and surgical insurance benefits, for themselves and their dependents on a non-participation basis. The Board shall pay the full cost of such coverage.

New group members shall be eligible for coverage from September 1st.

The Board agrees to present a list of the subscribers to the hospital and surgical insurance program, upon request, to the Association.

B. LIFE INSURANCE - The Board agrees to pay the full costs of an accidental death and dismemberment group life insurance policy in the face amount of Fifteen Thousand (\$15,000.00) Dollars per teacher.



C. INCOME PROTECTION INSURANCE - The Board agrees to pay the full costs of a group Long-Term Income Protection Plan which pays fifty (50%) percent of an employee's pay after one hundred eighty (180) days of disability to age sixty-five (65).

Any teacher who has exhausted his accumulated bank of leave days and has been ill for thirty (30) or more consecutive days, and who otherwise qualifies under the Long-Term Income Protection Plan as above provided shall be eligible to receive the difference between the substitute's daily rate and his normal daily rate\* for each workday\*\* he is absent during the term of this Agreement, subject to the following provisions:

(a) In order for a teacher to be eligible to receive the above pay differential, the teacher must be ill or disabled as defined in the current Long-Term Income Protection Insurance Policy. Eligibility of a teacher to receive the subject pay differential shall not be based on whether the teacher subsequently receives benefits under the Income Protection Insurance Plan.

(b) A teacher's eligibility to receive the above pay differential shall exist and shall be limited to be-  
tween the 30th day and the 180th day of illness during the school year, excluding summer vacation when school is not in session. The payment of the above pay dif-  
ferential to eligible teachers shall terminate on the

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\*The daily rate shall be the sum of money computed by dividing a teacher's total salary (as determined from "Exhibit A") by the total number of workdays.

\*\*Workday is defined as any day during which a teacher would have been assigned to work in accordance with the School Calendar.

180th day from the date the teacher first became ill or disabled.

(c) Teachers requesting the above pay differential shall submit a doctor's statement explaining the nature of the illness or disability, and stating further the recovery prognosis. The Board may request such additional doctors' statements as are necessary to verify the status of the teacher's illness and/or disability.

(d) The pay differential shall not apply to teachers who receive medical treatment or have operations which could normally be scheduled when school is not in session.

(e) The Board shall provide Hospital and Surgical Insurance, Life Insurance, and Income Protection Insurance in accordance with Article III of the Agreement for teachers who are receiving the above pay differential for the first 180 days of illness and/or disability.

(f) Teachers who receive the above pay differential and who do not return to their teaching positions after 180 days of illness or disability, shall apply for a leave of absence for extended illness in accordance with Article IV, Section E.

D. CONTINUITY OF COVERAGE - The Board's insurance contributions shall begin in September of each year and continue for twelve (12) full months.

ARTICLE IV

LEAVES OF ABSENCE

A. PERSONAL LEAVE - Each teacher shall be entitled to a total of twelve (12) personal leave days with full pay per school year to be used for reasons of illness or personal business. Leave days shall be earned, and in all cases where a teacher leaves or terminates his service to the School District, his leave days for the year shall be prorated to his service. Any unused leave days shall be accumulated in a bank which in no event shall exceed one hundred twenty (120) days. The day immediately preceding or immediately following a legal holiday or school recess shall not be recognized as a personal leave day except in a case of emergency or personal illness. Suspected abuse of personal leave shall be reported by the Superintendent of Schools to the Association for investigation within five (5) days of discovery of the suspected abuse, and the Association shall report its findings and recommendation in writing to the Superintendent.

Advance notice of the necessity for such leave shall be given the office of the Board as early as possible.

B. MATERNITY LEAVE - Maternity leave shall be granted without pay for a period not to exceed one (1) full school year to any married woman teacher upon evidence of pregnancy. A written application for maternity leave must be made by all married teachers who are pregnant to the Board not later than the end of the third month of pregnancy and must be accompanied by a physician's written

statement indicating the anticipated date of delivery. The application shall also contain the date on which the maternity leave is to commence. Not later than the 90th day preceding the anticipated delivery date the teacher shall furnish the Board with a written statement from her physician indicating the teacher's ability to perform classroom duties. In the event a teacher is unable to perform her classroom duties at any time prior to the commencement of the maternity leave, said maternity leave shall commence at that time. The Board may request such additional physicians' statements as are necessary to assure the Board of the teacher's ability to perform her classroom duties.

Reinstatement of teachers returning from maternity leave will be for the month of September following the end of their leave. Written notification of intent to return to the system, accompanied with a physician's written approval, shall be made to the Superintendent by such teacher prior to April 1st in order to be reinstated the following September.

Any benefits under the provisions of this Agreement which would otherwise accrue to a teacher granted maternity leave shall be suspended during her leave of absence. However, any teacher granted maternity leave who enjoys tenure status under the laws of the State of Michigan, and who has completed one (1) semester or more of the school year prior to her leave, shall be considered to have completed a full year for seniority purposes.

Any teacher granted maternity leave may make arrangements to continue hospitalization and surgical insurance and life

insurance coverage as provided in Article III hereof at her own expense during her leave.

Any teacher who furnishes satisfactory evidence of pending adoption proceedings, and who applies in writing to the Board not less than sixty (60) days prior to the requested leave shall be granted "maternity leave".

Notwithstanding the foregoing, any married teacher whose anticipated delivery date is during the summer months when school is not in session and who has completed the full school year prior to her leave, shall receive, at the expense of the Board, the insurance coverage provided in Article III of this Agreement until September 1, 1974. Such teachers shall be reinstated the September 1st immediately following the delivery date provided they have indicated their intent to return at that time in their written application for maternity leave. In all other cases where the teacher's anticipated delivery date is during the summer months when school is not in session, the maternity leave shall commence September 1, 1974, and reinstatement shall be for the following September.

C. SABBATICAL LEAVE - Sabbatical leave for professional improvement may be granted for a period not to exceed two (2) consecutive semesters in any one (1) school year. Any teacher who holds a Permanent or Life Certificate and who has been employed at least seven (7) consecutive years by the Board (or at the end of each

additional period of seven [7] or more consecutive years of employment by the Board) shall be eligible for Sabbatical Leave.

Applications for Sabbatical Leave shall be submitted to a committee composed of two members chosen by the Association and two members chosen by the Board and such application shall be accompanied by plans for the use of the Sabbatical Leave, and an exposition of the plan's potential for increasing the applicant's professional competence and such other information as may be required by said Committee. Such applications, except in emergencies, shall be submitted to the Committee on or before April 15 preceding the school year in which the Sabbatical Leave is to commence. The Sabbatical Leave Committee shall make its recommendation to the Board as soon as possible prior to the end of the semester preceding the semester or school year for which such leave is sought.

Any person granted Sabbatical Leave should return to employment with the School District for at least one (1) year following such leave.

Any person granted a Sabbatical Leave shall receive one-half (1/2) of his or her salary, full contractual benefits for the period of the leave, and upon return from a Sabbatical Leave shall be restored to the teacher position, or to a position of like nature, seniority, status and pay, as formerly held.

The number of teachers granted Sabbatical Leave in any one school year in accordance with the above provisions shall be limited to four (4).

Teachers who do not complete their Sabbatical Leave (except in cases of illness or other emergencies) or who do not use their leave for its designated purpose shall refund to the Board the prorata cash equivalent of all fringe benefits received and that portion of the salary paid after the teacher had terminated the Sabbatical Leave.

D. PROFESSIONAL LEAVE - Professional leave to attend conferences, conventions, or similar activities designed to contribute to the effectiveness of the instructional program may be granted by the Board.

E. OTHER LEAVES - Other leaves of absence may be granted to any teacher by the Board for extended illness, family problems, military service or professional improvement.

An "Other Leaves Committee" shall be established to review requests for such leaves; the Committee shall be comprised of two (2) members selected by the Association and two (2) members selected by the Board.

All requests for these leaves shall be in writing, shall contain the reasons, purpose and plan for the leave, and shall be submitted to the Committee before April 1 preceding the school year in which the leave is requested to commence except in emergencies. Additional information shall be furnished to the Committee upon request. The Committee shall make recommendations to the Board no later than April 15 except in emergencies. The Board shall notify the applicant in writing of its decision, except in emergencies, no

later than 14 days after the first regularly scheduled Board Meeting after April 15th.

Any benefits under the provisions of this Agreement which would otherwise accrue to a teacher granted such leave shall be suspended during the leave of absence. Notwithstanding the foregoing, any teacher who has been granted a leave of absence for professional improvement for the purpose of participating in a curriculum development program approved by the administration shall be entitled to a salary increment for the period of the leave.

Leaves for professional improvement may be requested only by teachers who have been employed by the Board for three (3) or more consecutive years and the leave may only be requested for one (1) year or less.

Teachers returning from an other leave of absence (except a leave of absence for extended illness) shall be reinstated to a position for which they are certified and qualified provided they have filed written notice of intent to return on or before April 1st preceding the teacher's anticipated return.

Reinstatement of teachers returning from a leave of absence for extended illness will be for the month of September following the end of their leave. Written notification of intent to return to the District, accompanied with a physician's written approval, shall be made to the Superintendent by such teacher prior to April 1st, except in emergencies, in order to be reinstated the



following September. Notwithstanding the foregoing, in the event such a teacher has a physician's written approval to return to the District prior to the above reinstatement date, he/she shall be reinstated to the first vacancy for which he/she is certified and qualified. If such a vacancy is not available, the teacher shall be placed on the substitute list until the reinstatement date of September 1st.

#### ARTICLE V

##### TEACHER'S SCHOOL DAY

The teacher's school day shall not exceed seven and one-quarter (7-1/4) consecutive hours. The teacher's school day shall start at the time the teacher is required to be at school, and shall end at the time the teacher is scheduled to leave school, and shall include a lunch period, a preparation period, and not more than five (5) hours and twenty (20) minutes of teacher-pupil contact.

DUTY-FREE LUNCH - All teachers shall have not less than thirty (30) consecutive minutes for a duty-free lunch period. In no event, however, shall any school be unattended at any time during the day. At least one unassigned teacher shall be available in each school during the lunch period for emergencies.

PREPARATION TIME - All elementary teachers shall have not less than thirty (30) consecutive minutes of preparation time during the teacher's school day, and all secondary teachers and counselors shall have at least one preparation period equal to the same duration

as a class period during the teacher's school day. Teachers may not leave their building during their preparation time without permission of the building principal except in a case of emergency, or except in a case of school business after notice to the principal's office of the nature and location of the school business.

ABSENCE AND TARDINESS - Any teacher who is tardy three (3) or more times in any semester or any teacher who shall fail to notify the office of the Board to request a substitute at least sixty (60) minutes prior to his respective starting time shall be docked \$5.00 per hour for each assigned class period or fraction thereof.

GENERAL - Any regular teacher under contract who substitutes for another regular teacher under this contract shall be paid at the rate of \$5.00 per hour, in addition to his regular pay.

Teachers shall receive compensatory time off for district scheduled parent-teacher conferences held outside the teacher's school day. Arrangement for compensatory time must be made with the school principal.

No elementary teacher shall be required to supervise more than one (1) of the two (2) daily recess periods.

The parties agree that in the 1973-1974 school year, the school day for all secondary teachers will consist of five (5) teaching periods.

#### ARTICLE VI

##### RE-ASSIGNMENT, TRANSFER AND PROMOTION

The Board shall give written notice to the Association of vacancies and new positions created or occurring between the

first day of school in September and the last day of school in June. The notice should include any requirements for applicants and, when possible, any available job descriptions. Except in case of an emergency, no position will be filled within ten (10) calendar days from the date of giving notice to the Association.

In filling vacancies or newly created positions, the Board shall consider the applications and qualifications of teachers presently employed by the District.

Any teacher who is re-assigned shall be notified of such re-assignment as soon as possible and preferably prior to the close of the school year.

No teacher shall be re-assigned unnecessarily.

Any tenure teacher may request a transfer to a different grade, building or teaching position for which he is certified and qualified.

A teacher shall receive a written reply of the reason(s) for a re-assignment or a denied request for transfer.

Any teacher who is re-assigned after July 1st shall be entitled to resign, in good standing, effective immediately in lieu of accepting the re-assignment if the resignation is submitted within ten (10) days after notice of re-assignment is mailed to him.

#### ARTICLE VII

#### LAYOFF AND RECALL

In cases requiring a reduction of the teacher work force

due to a decrease of work or operating funds, the order of reduction shall be: first, temporary employees; next, probationary teachers according to qualifications and certification; next, tenure teachers according to qualifications\* and seniority in the District.

Each of the following three teaching levels shall be considered as separate entities for purposes of layoff and recall:

- (a) Elementary Level (K - 6)
- (b) Junior High School Level (7 - 9)
- (c) Senior High School Level (10-12)

Any teacher on permanent tenure whose services are terminated because of a necessary reduction in personnel shall be appointed to the first vacancy in the appropriate teaching level for which the teacher has seniority and is qualified.\*

#### ARTICLE VIII

##### GRIEVANCE PROCEDURE

A. DEFINITION - A grievance is a complaint about an act or condition which affects the welfare or working conditions of a teacher or group of teachers, or a complaint that there has been a violation, misinterpretation or misapplication of any

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\*A tenure teacher shall be deemed qualified under this Article if he has appropriate certification, meets applicable North Central Association standards, and has one year of successful teaching experience in the District in the teaching level in which the layoff or recall occurs. In the event two or more tenure teachers have the same qualifications and seniority in the District, the Board shall make the final decision as to who shall be laid off.

provision of this Agreement.

An aggrieved party is any teacher, group of teachers, or the Association filing a grievance.

B. PROCEDURE - Only those grievances which have been initiated at Step 1 or Step 2 of the Grievance Procedure by the Association may be appealed to Arbitration. All other grievances which have been initiated by a teacher or group of teachers and not by the Association may be appealed through Step 3 of the Grievance Procedure. The decision of the Board shall be final and binding as to all grievances which have been initiated by a teacher or group of teachers other than the Association.

Problems and grievances shall be presented and adjusted according to the following procedure:

Any teacher with a problem may first informally discuss the matter directly or accompanied by an Association representative with the appropriate member of the Administration.

Step 1. In the event the matter is not resolved informally, a written grievance may be filed with the principal of the school in which the grievance arises within ten (10) school days following the act or condition which is the basis of the grievance.

(a) A grievance may be lodged and thereafter discussed with the principal;

(1) by a teacher accompanied by an

Association representative,

(2) through an Association representative  
if the teacher so requests,

(3) by an Association representative in  
the name of the Association.

(b) Within ten (10) school days after receiving  
the grievance, the principal shall state his  
decision in writing, together with the supporting  
reasons, and shall furnish a copy to the aggrieved  
party and to the Association.

Step 2. Within ten (10) school days after receiving  
the decision of the principal the aggrieved party may  
appeal to the Superintendent of Schools. The appeal  
shall be in writing and shall be accompanied by a  
copy of the original grievance and the decision at  
Step 1.

(a) Within fifteen (15) school days after receipt  
of the appeal, the Superintendent shall com-  
municate his decision in writing, together with  
the supporting reasons, to the aggrieved party  
and to the Association.

Step 3. If the Association or a teacher or group of  
teachers is dissatisfied with the decision of the  
Superintendent, the Association or a teacher or group  
of teachers may within ten (10) days request a meeting  
with the Board of Education to consider fairly and in

good faith any other method of settlement which might be mutually agreed upon including mediation or binding arbitration.

C. ARBITRATION - If the Board of Education and the Association shall be unable to resolve any grievance, and such grievance shall involve an alleged violation, misinterpretation or misapplication of a specific article or section of this Agreement, or an alleged arbitrary discharge of a teacher, the grievance may be appealed to arbitration within twenty (20) school days after the decision of the Superintendent. Such appeal shall be in writing and shall be delivered to the American Arbitration Association and the Board of Education within said twenty (20) day period, and if not so delivered the grievance shall be abandoned. If the parties are unable to agree upon an Arbitrator, he shall be appointed under the rules of the American Arbitration Association.

The Arbitrator so selected will confer with the parties and hold hearings promptly and will issue his decision not later than twenty (20) days from the date of close of the hearing. The Arbitrator's decision shall be in writing and will set forth his findings of fact, reasoning, and conclusions on the issues submitted. The Arbitrator shall be limited to deciding whether an alleged violation, misinterpretation or misapplication of a specific article or section of this Agreement, or an alleged arbitrary discharge of a teacher has occurred, and he shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan

General School Laws, the Constitution of the United States and of the State of Michigan, and all other applicable state and federal laws. The Arbitrator shall not usurp the functions of the Board of Education or the proper exercise of its judgment and discretion under the Law and this Agreement.

The decision of the Arbitrator, if within the scope of his authority as above set forth, shall be final and binding.

The costs of arbitration shall be borne by the losing party, however, each party shall bear its own expense.

D. GENERAL - All written complaints must be specific. They shall contain a concise statement of the facts upon which the grievance is based; a specific reference to the Articles and sections of the Agreement, if any, which have allegedly been misinterpreted, misapplied or violated; the specific nature of the relief requested; and, shall be signed.

Any teacher may request a grievance for adjustment without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

If a grievance arises of a general nature, the Association may present such grievance directly to Step 2.

The time limits specified in this procedure may be extended in any specific instance by mutual written agreement.

Failure of the Board to report any decision within



the specified time limit at any step of the grievance procedure shall automatically move the grievance to the next step in the Grievance Procedure.

Any complaint for which there is a remedial procedure, or a form established by law or by regulation having the force of law, including any matter subject to the procedure specified in the Teachers Tenure Act (Act 4 of Public Acts, Extra Session of 1937 of Michigan, as amended, M.S.A. 15.1971, etc.) shall not be the basis of any grievance.

#### ARTICLE IX

##### RESIGNATION, RETIREMENT AND OTHER TERMINATION

In all cases where a teacher leaves, retires or terminates his service to the School District, any benefits under the provisions of this Agreement which would otherwise accrue, including the total amount of the teacher's pay for the period of service for the year shall be determined prorata by the total number of teacher work days worked to the total number of teacher work days\* in the school year.

RESIGNATION - All teachers' resignations must be submitted in writing to the Board not less than sixty (60) days before the resignation is to be effective.

Any teacher who has worked for the District prior to June 30, 1968, and who remains in the employ of the Board for

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\*Work day is defined as any day during which a teacher would have been assigned to work in accordance with the School Calendar.

three (3) or more years, and who resigns from employment with the School District during the period of this Agreement shall be paid a sum of money equal to one-half (1/2) of his total accumulated personal leave days multiplied by his current "daily rate"\*; provided, however, that any teacher who shall fail to present his resignation to the Board sixty (60) days before the resignation is to become effective (or who shall fail to return to employment from a maternity leave of absence, sabbatical leave or other leave of absence, and shall fail to present his resignation sixty [60] days prior to the end of the leave), shall automatically forfeit his right to any pay for accumulated leave days.

In no event shall any teacher be relieved of duty or contractual benefits prior to the effective date of his resignation.

RETIREMENT OR DEATH - Any teacher retiring in accordance with the Michigan Teacher Retirement Act shall be paid a sum of money equal to three-fourths (3/4) of his total accumulated personal leave days multiplied by his current "daily rate"\*.

In all cases where a teacher's service to the District is terminated by death, his heirs or personal representative shall be paid a sum of money equal to three-fourths (3/4) of his total accumulated personal leave days multiplied by his current "daily rate"\*.

Any teacher who attains the age of sixty-five (65) during

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\*The "daily rate" shall be the sum of money computed by dividing a teacher's total salary (as determined from "Exhibit A") by the total number of work days.

the school year must retire at the close of that school year, however, he may be employed thereafter on a year-to-year basis upon agreement between the Board and the teacher.

ARTICLE X

MISCELLANEOUS PROVISIONS

A. SCHOOL CALENDAR - The Board and the Association have approved the School Calendar attached to this Agreement as "Exhibit B".

B. BUILDING USE - The Association and its members shall have the right to use buildings in accordance with the existing "Building Use Policy".

The Board agrees that the Association shall have the exclusive right to use the Association's bulletin board which the Association has provided for the teachers' lounge in each building.

C. MAILBOXES - The Board agrees to recognize the Association as the only teacher organization which has any right to use teachers' mailboxes.

D. INFORMATION EXCHANGE - The Association and the Board agree to exchange any financial, curricular or other information as may be mutually agreed upon between the parties.

The Board agrees to furnish the Association with a list of the names and addresses of newly hired bargaining unit members within five (5) days from the date of hiring.

E. PERSONNEL FILES - All teachers have the right to review their own personnel files, either the principal's or the

Central Office file, exclusive of confidential employment and university credentials. Each teacher shall receive a copy of and must reply in writing to any addition to his or her personnel file.

Upon request, a teacher may have a personal conference with the principal regarding any written document other than written evaluations placed in the teacher's personnel file.

F. TENURE EVALUATIONS - Teachers may have an Association representative present at all official tenure evaluations. Upon request, any teacher shall be granted the right to an independent tenure evaluation by the Board.

Prior to placing a written evaluation in the teacher's personnel file, the teacher shall have a personal conference with the principal or administrator making the evaluation, at which time the teacher shall sign the written evaluation acknowledging that the teacher has received a copy of such evaluation. Such personal conference shall occur within ten school days, except in emergencies, from the date of the written evaluation.

G. ASSOCIATION RELEASE TIME - The Board agrees to release an Association member or members a total of fifteen (15) days during the school year, upon request, to be used to further the educational program.

H. CLASS SIZE - The Board shall strive toward ideal classroom pupil-teacher ratios. In determining such ratios the Board shall consider among the pertinent factors:

- (a) Teacher effectiveness including individual attention, multi-learning activities, span of control, parent-teacher communications, clerical burden, available work stations, and flexible grouping;
- (b) Physical design of classrooms, including room size, the flexibility of the room and facilities for vision, hearing and group work, health and safety;
- (c) Manpower supply, including availability of qualified personnel for classrooms and special areas for curriculum at the time of need; and,
- (d) The financial status of the District.

The desired goal is thirty (30) students per class, except choir, band, physical education, homeroom, studyhall and typing classes.

At such time as the class size exceeds thirty-three (33) students for more than twenty (20) school days in any one-fourth (1/4) of the school year, except choir, band, physical education, homeroom, studyhall and typing classes, the affected elementary teacher shall be paid the sum of Seventy-Five (\$75.00) Dollars and the affected secondary teacher shall be paid the sum of Fifteen (\$15.00) Dollars for each student in excess of thirty-three (33) for each one-fourth (1/4) of the school year that said

class size is thus exceeded.

The desired goal in portable classrooms in grades K-6 is twenty-five (25) students per portable classroom. At such time as the class size in a portable classroom exceeds twenty-eight (28) students for more than twenty (20) school days in any one-fourth (1/4) of the school year, the affected elementary teacher shall be paid the sum of Seventy-Five (\$75.00) Dollars for each student in excess of twenty-eight (28) for each one-fourth (1/4) of the school year that said portable classroom size is thus exceeded.

I. MONTHLY MEETINGS - The Board and the Association agree to meet periodically for the purpose of reviewing the administration of the provisions of this Agreement at the request of the Association or the Board.

J. LETTERS OF INTENT - The Board and Association agree that all letters of intent exchanged or to be exchanged between the parties are hereby incorporated as a part of this Agreement.

## ARTICLE XI

### STATEMENT ON ACADEMIC FREEDOM

WHEREAS, true education can take place only in an atmosphere of freedom of discussion and inquiry for both teacher and student, the following general statement of "academic freedom" is printed here as a guide for the Board of Education and the teacher. "Academic Freedom" includes:

1. The right to discuss all sides of any issue pertaining to the prescribed curriculum and the

responsibility not to misuse a position of leadership to promote personal causes.

2. The right to express views on any issue outside the classroom, provided that they are expressed in a responsible and reasonable manner within the school so as not to disrupt the educational process.
3. The right to participate in the establishment and modification of curriculum and the selection of textbooks and supplementary material, and the prescribed curriculum.
4. The right to exercise any and all rights under the Constitution and Laws of the United States and of the State of Michigan.

## ARTICLE XII

### GENERAL PROVISIONS

In the event that any provision of this Agreement shall be held to be contrary to Law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for appeals, such provisions shall be void and imoperative, but all other provisions of this Agreement shall remain and continue in effect.

Further, in the event that the Teachers Tenure Act as it relates to the discharge and demotion of teachers is repealed by the legislature of the State of Michigan and no substitute

remedial procedure is provided by the legislature, the Board and the Association agree to reopen this Agreement for the sole and exclusive purpose of engaging in collective bargaining with respect to establishing a remedial procedure for the termination of employment of tenure teachers with the School District.

Copies of this Agreement are provided to all teachers at the expense of the Board.

ARTICLE XIII

DURATION OF AGREEMENT

This Agreement shall continue in effect for a period commencing August 30, 1973, and ending August 29, 1974.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement by their duly authorized representatives on the day and year first above written.

BOARD OF EDUCATION  
FRASER PUBLIC SCHOOLS DISTRICT

/s/

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/s/

---

FRASER EDUCATION ASSOCIATION

/s/

---

/s/

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/s/

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/s/

---

/s/

---

/s/

---

/s/

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Ratified by the Board of Education of Fraser Public Schools District on September 10, 1973.

Ratified by the Fraser Education Association on August 30, 1973.



"EXHIBIT A"

1973-74 SALARY SCHEDULE

SCHEDULE		I	II	III	IV
		<u>Bachelors</u>	<u>Masters or Equivalent</u>	<u>Masters + 15 hours</u>	<u>Masters + 30 hours</u>
<u>Years Experience</u>	<u>Step</u>	<u>AMOUNT</u>	<u>AMOUNT</u>	<u>AMOUNT</u>	<u>AMOUNT</u>
0	1	\$ 9,000	\$10,089	\$10,416	\$10,722
1	2	9,667	10,511	10,828	11,144
2	3	10,195	11,039	11,355	11,672
3	4	10,722	11,672	11,988	12,410
4	5	11,250	12,305	12,621	13,149
5	6	11,777	12,938	13,360	13,887
6	7	12,410	13,676	14,204	14,731
7	8	13,043	14,626	15,048	15,575
8	9	13,676	15,575	15,997	16,630
9	10	14,415	16,630	17,052	17,685
10 or more	11		17,685	18,107	18,740

"EXHIBIT A"  
(Continued)

The Board will endeavor to first hire those teachers who possess a Provisional or Permanent Certificate; next, those who possess a Baccalaureate Degree and a Full Year Special Permit; and finally, those who possess a 90-Day Substitute Teaching Permit. Those teachers hired with a 90-Day Substitute Teaching Permit will be employed on a day-to-day basis.

The Board agrees to place teachers on the above salary schedule according to the following:

EXPERIENCE - Teachers will be given full credit for the number of years of teaching experience obtained in their employment by the Board, full credit for the first three (3) years of outside teaching experience, and minus one (1) year for more than three (3) years of outside teaching experience, and placed on the appropriate numbered salary step accordingly.

BACHELORS - Teachers who possess a Baccalaureate Degree and a Michigan Full Year Special Permit, Provisional, Permanent or Life Certificate, shall be placed on Schedule I.

MASTERS OR EQUIVALENT - Teachers who possess a Masters Degree, or who have completed at least thirty (30) semester hours of University approved study in their certification area beyond the Baccalaureate Degree, and subsequent to obtaining a Michigan Provisional, Permanent or Life Certificate, shall be placed on Schedule II.

MASTERS + 15 HOURS - Teachers who have completed at least fifteen (15) semester hours of university approved study beyond a Masters Degree shall be placed on Schedule III.

MASTERS + 30 HOURS - Teachers who have obtained an Education Specialists' Degree, or who have completed at least thirty (30) semester hours of university approved study in their certification area, area of responsibility, or toward an advanced degree beyond a Masters Degree, shall be placed on Schedule IV.

DOCTORATE - Teachers who have obtained a Doctorate Degree shall receive an annual pay supplement of Five Hundred (\$500.00) Dollars.

EXTRA CURRICULAR SALARY SCHEDULE

In addition to the salary set forth in the preceding Salary Schedule, a teacher assigned one of the following extra curricular athletic activities which are performed in addition to the regular teaching assignment shall receive the additional sum of money computed by multiplying the percentage set opposite his respective assignment to that salary on the step of Column I of the Salary Schedule as determined by the teacher's years of coaching experience in the sport or assigned activity:

<u>ATHLETIC ASSIGNMENTS</u>	<u>PERCENTAGE</u>
Football Director & Varsity Coach	11
Assistant Varsity Football Coach	8
J.V. Football Coach	8
Assistant J.V. Football Coach	7
Freshman Football Coach	7
Assistant Freshman Football Coach	6

"EXHIBIT A"  
(Continued)

<u>ATHLETIC ASSIGNMENTS</u>	<u>PERCENTAGE</u>
Cross Country	7
Basketball Director & Varsity Coach	11
J.V. Basketball Coach	8
Freshman Basketball Coach	7
Varsity Wrestling Coach	9
J.V. Wrestling Coach	6
Baseball Director & Varsity Coach	8
J.V. Baseball Coach	6
Varsity Track Coach	8
J.V. Track Coach	6
9th Grade Track Coach	5
Varsity Tennis Coach	7
Golf	4
High School Girls' Softball Coach	5
Varsity Cheerleader Coach	5
9th Grade Cheerleader Coach	3
Hockey Coach	9
8th Grade Basketball Coach	5
7th Grade Basketball Coach	5
Junior High Track Coach	5
Intramurals	4
High School Girls' Gymnastics	5
High School Girls' Basketball	5
Girls' Tennis	4
9th Grade Boys' Baseball	5
9th Grade Boys' Wrestling	5
9th Grade Girls' Softball	4
9th Grade Girls' Basketball	4
9th Grade Girls' Gymnastics	4
Drill Team Coach	5

In addition to the salary set forth in the preceding Salary Schedule (Exhibit A-1), a teacher assigned one of the following extra curricular subject-matter related activities which are performed in addition to the regular teaching assignment shall receive the additional sum of money computed by multiplying the percentage set opposite his respective assignment to that salary on the Salary Schedule which is his actual salary:

"EXHIBIT A"  
(Continued)

<u>SUBJECT-MATTER RELATED ASSIGNMENTS</u>	<u>PERCENTAGE</u>
Instrumental Teacher, High School	7
Instrumental Teacher, Junior High	5
Instrumental Teacher, Elementary	3
Vocal Music Teacher, High School	3
Vocal Music Teacher, Junior High	3
Co-Op Training Program Coordinator, Trades & Industry	3
Co-Op Training Program Coordinator, Retail	3
Co-Op Training Program Coordinator, Business	3
Play Director, Spring Play Musical	4
Play Director, Fall Play	3
Assistant Director, Spring and Fall Plays	2
Athletic Director	11
Girls' Athletic Association Director	5
Asst. Girls' Athletic Association Director	2
Forensics and Debate, Fall	3
Forensics, Spring	2
*Newspaper, High School	5
*Yearbook	5
Department Head, 10 or more teachers per department	5
Department Head, 6 to 9 teachers per department	4
Department Head, 3 to 5 teachers per department	3
Department Head, Instrumental, Grades 5 - 12	3
Director, Vocational Education	5
Director, Adult Education, per term	2
Elementary Safety Patrol	3
Elementary Service Squad	3
Elementary Audio Visual	5
Secondary Class Advisors:	
10th Grade	2
11th Grade	3
12th Grade	4
Senior High Student Council	4
Junior High Student Council	
John F. Kennedy Junior High	2
Howard C. Richards Junior High	4
Elementary Student Council	2

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\*If scheduled as a regular class, the supplemental pay percentage is not applicable.

"EXHIBIT A"  
(Continued)

Teachers performing any of the above athletic assignments or subject matter related assignments shall, except in emergencies, attend all events and functions associated directly with their assignments.

SUMMER SCHOOL

All teachers who have obtained a Baccalaureate Degree and possess a Provisional, Permanent or Life Certificate, shall receive Seven and 75/100ths (\$7.75) Dollars per class hour for teaching Summer School Classes for the 1974 Summer Session.

Teaching positions for Summer School shall be filled with qualified teachers from within the system, on a seniority basis. If no teacher is available, a qualified teacher may be hired from outside the system. Applicants should be notified, if at all possible, of their acceptance or rejection before the end of the school year. Applicants not accepted shall be furnished with written reasons upon request.

ADULT EDUCATION PAY

All teachers who have obtained a Baccalaureate Degree and possess a Provisional, Permanent or Life Certificate, shall receive Seven and 75/100ths (\$7.75) Dollars per class hour for teaching Adult Education Classes.

"EXHIBIT A"  
(Continued)

OPTIONAL PAY PRIVILEGE

All teachers have the option of receiving their pay on a twenty-one (21) or twenty-six (26) installment basis. The Board will indicate pay days on the Official School Calendar prior to the commencement of the school year.

Pay day shall be the last day of school in any pay period.

SPECIAL EDUCATION

Any teacher possessing a Baccalaureate Degree and a provisional, Permanent or Life Certificate who is certified by the Michigan Department of Education to teach Special Education, who is assigned by the Board to teach Special Education and who has taught Special Education for the Fraser Public School District prior to or during the 1971-1972 school year, shall receive in addition to the amount of salary as determined on the preceding Salary Schedule the sum of Four Hundred (\$400.00) Dollars.

ADDITIONAL CLASS ASSIGNMENTS

Any secondary teacher who is assigned to teach an additional class on a regular basis shall be paid an additional one-sixth (1/6) of his regular salary, as determined from "Exhibit A", prorata during the period of such assignment.

"EXHIBIT A"  
(Continued)

DRIVER EDUCATION

Except as otherwise provided in this provision, summer driver education positions shall be filled in the same manner as other summer school teaching positions. The rate of pay for summer driver education positions shall be Seven and 75/100ths (\$7.75) Dollars per class hour.

Teachers who have successfully taught driver education in the District before September of 1970 will be given first consideration for driver education positions.

PROFESSIONAL GROWTH COMMITTEE

The Board and the Association agree to the establishment of a Professional Growth Committee whose function is to assist teachers in improving and maintaining skills and standards consistent with sound educational practice.

STUDY COMMITTEE

The Board and the Association agree to establish a Study Committee consisting of two (2) members appointed by the Association and two (2) members appointed by the Board for the purpose of reviewing and studying daily starting times for elementary and secondary schools.



"EXHIBIT B"

SCHOOL CALENDAR  
1973-1974

FRASER PUBLIC SCHOOLS DISTRICT

August 30	Teacher Orientation
August 31	Teacher Orientation
September 4	Classes Begin
November 14	Parent-Teacher Conferences (K-12)
November 21	Thanksgiving Vacation (Schools close at end of day)
November 26	School Re-Opens
December 21	Christmas Vacation (Schools close at end of day)
January 2	School Re-Opens
January 18	One (1) record day Sr. High; in-service day for Elementary and Junior High
April 11	Easter Vacation (Schools close at end of day)
April 22	Schools Re-Open
May 27	Memorial Day (Schools Closed)
June 6	End of School for Students (Schools close at end of day)
June 7	End of School for Teachers - Record Day

**"EXHIBIT B"  
(Continued)**

"EXHIBIT B"

PAY DAYS

September 7		1/2 pay
September 14		
September 28		
October 12		
October 26		
November 9	S	
November 21		
December 7	L	
December 21		
January 4		
January 18	S	
February 1		
February 15		
March 1		
March 15	L	
March 29	S	
April 11		
April 26		
May 10		
May 24		
June 7	SL	1-1/2 pay

S Supplemental paydays  
L Leave day reporting

**"EXHIBIT C"**

FRASER PUBLIC SCHOOLS - FRASER, MICHIGAN

EVALUATION REPORT FOR CLASSROOM TEACHERS

Name \_\_\_\_\_ School \_\_\_\_\_

Probationary Year (Circle One): 1 - 2 - 3      Date \_\_\_\_\_

Subject or Grade \_\_\_\_\_

	Excellent	Above Average	Average	Below Average	Not Acceptable
<b><u>PERSONAL CHARACTERISTICS</u></b>					
1. Grooming and general appearance					
2. Interest and enthusiasm about work					
3. Use of good judgment					
<b><u>CLASSROOM MANAGEMENT</u></b>					
1. Organization and effective direction of pupil activities					
2. Classroom environment - physical					
3. Ability to maintain good class control					
<b><u>TEACHER-STAFF RELATIONSHIP</u></b>					
1. Willingness to share in total school responsibilities					
2. Conformance with authorized policies and procedures					
3. . . . .					
<b><u>TEACHER-COMMUNITY RELATIONSHIPS</u></b>					
1. Relationship with parents					

INSTRUCTIONAL SKILLS

1. Knowledge of subject matter
2. Provision for individual differences among pupils
3. Variation in materials and teaching techniques
4. Consistent and careful planning in accordance with authorized course of study

PROFESSIONAL ATTITUDES AND GROWTH

1. Effort to grow professionally
2. Observance of ethics of the teaching profession
3. . . . .

Excellent	Above Average	Average	Below Average	Not Acceptable

GENERAL EVALUATION

Considering total effectiveness in guiding pupil growth, I believe this teacher should be rated:

\_\_\_\_\_  
 Excellent / Above Average / Average / Below Average / Not Acceptable

I feel that the possibility of meeting standards for tenure is:

\_\_\_\_\_  
 Excellent / Above Average / Average / Below Average / Not Acceptable

Received by:

\_\_\_\_\_  
 Teacher's Signature

\_\_\_\_\_  
 Principal's Signature

Suggestions for improvement on below average or not acceptable items:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_