

June 30, 1976

PROFESSIONAL AGREEMENT
BETWEEN THE
GOBLES PUBLIC SCHOOLS
AND THE
GOBLES EDUCATION ASSOCIATION
1975-76

Gobles Education Assoc.

Glen Osborne, Pres.
5610 N. 8th St.

Kalamazoo, Mi. 49009

Gobles

Public

Schools

INDEX

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
I.	Recognition	1
II.	Board of Education Rights	1
III.	Association & Teacher Rights	2-3
IV.	Teaching Hours & Class Load	3-4
V.	Teaching Conditions	4-5
VI.	Professional Assignments	5
VII.	Vacancies, Promotions & Transfers	5-6
VIII.	Illness or Disability & Retirement	6-7
IX.	Professional & Personal Business	7-8
X.	Unpaid Leaves of Absence	8-9-10
XI.	Academic Freedom	11
XII.	Special Student Program	11
XIII.	Evaluation of Teachers	11-12
XIV.	Professional Behavior	12-13
XV.	Reduction in Personnel	13
XVI.	Continuity of Operations	14
XVII.	Special & Student Teaching Assignments	14-15
XVIII.	Student Discipline & Teacher Protection	15-16
XIX.	Professional Grievance Procedure	16-17-18
XX.	Negotiation Procedures	18
XXI.	School Calendar	19
XXII.	Professional Compensation	19
XXIII.	Professional Dues or Fees & Payroll Deductions	20-21
XXIV.	Professional Advisory Committee	21-22
XXV.	Miscellaneous Provisions	22-23
XXVI.	Duration of Agreement	24
Appendix "A"	Salary Schedule & Insurance Benefits	25-26-27
Appendix "B"	Additional Compensation for Extra Duties	28-29
Appendix "C"	School Attendance Calendar	30
Appendix "D"	Grievance Report Form	31-32
Appendix "E"	Dues Authorization Form	33

A G R E E M E N T

This Agreement entered into this 2nd day of September 1975, by and between the Gobles Public Schools, hereinafter called the "Board" and the Gobles Education Association, hereinafter called the "Association."

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Gobles is their mutual aim and that the character of such education depends predominately upon the quality and morals of the teaching service, and

WHEREAS the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

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

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize,

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

ARTICLE I

Recognition

A. The Board hereby recognizes the Gobles Education Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all professional teaching personnel, including personnel on tenure or probation, classroom teachers, guidance counselors, librarians, but excluding supervisory and executive personnel and office and clerical employees, for the purpose of Bargaining or Negotiating in good faith with members of the Board or its designated representatives with respect to wages, hours, and terms and conditions of employment. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the Bargaining or Negotiating unit as above defined, and reference to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers organization other than the Association for the duration of this Agreement.

C. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School laws. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II

Board of Education Rights

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

(1) To the executive management and administrative control of the school system and its properties and facilities, and the direction of the activities of its employees within the scope of their employment;

(2) To hire all employees and subject to the provisions of law to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;

(3) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;

(4) To manage the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;

(5) To program class schedules, the hours of instruction, and duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority duties and responsibilities by the Board, the adoption of policies, rules regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement.

ARTICLE III

Association and Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiating and other concerned activities for mutual aid and protection. The Board and the Association undertake and agree that they will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379. They will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association or lack thereof, his participation in any lawful activities of the Association or collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment. This provision shall in no way be deemed to limit the Association from encouraging or soliciting teachers to join the Association.

B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have.

C. The Association shall have the right to use school facilities for meeting provided it does not conflict with any previously scheduled activity. The Association agrees to abide by the rules and regulations established by the Board for use of school facilities. No teacher shall be prevented from wearing insignia pins, or other identification of membership in the Association. Bulletin boards in the staff lounges will be available to the association at no expense to the Board for maintenance thereof. Inter-school mail and school mail boxes may be used by the association to distribute official communications such as notices of meeting and social events and announcements of results of association meeting or elections. Such communications shall be signed by the association representatives. No other material shall be distributed by the association through the school mail services. Production of and distribution of materials shall be the responsibility of the association.

D. The Board agrees to furnish to the Association upon request the following information, to-wit: a list of teaching personnel with their last known addresses, board agendas, approved minutes of Board meetings, annual financial audit, school budgets, and membership code used for state funding purposes. No information shall be released to the Association from any teacher's personnel file without that teacher's written consent providing however that any teacher refusing to give such written consent shall not be entitled to prevail in any grievance requiring the use of information in his personnel file. Notwithstanding the foregoing, under no circumstances shall the Board be required to disclose to anyone the confidential hiring papers pertaining to any teacher.

E. Upon request of the Association, the Board may consult with the Association on any new or modified fiscal, budgetary, or tax programs.

F. However this provision shall not protect the action of a teacher knowingly maintaining membership in or knowingly participating in the meeting, program or activities of any movement or organization which advocates the forceful overthrow of the government of the State of Michigan or the United States of America, nor the criminal conduct of a teacher.

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

H. Consistent with the Code of Ethics of the Michigan Education Association as adopted in 1963, membership in the Association shall be open to all teachers regardless of race, creed, sex, marital status or national origin.

ARTICLE IV

Teaching Hours and Class Load

A. Each teacher shall be required to report for duty and sign in no later than 8:05 A.M. and to open his classroom and be prepared to manage his students beginning at 8:15 A.M. Each teacher shall sign in with his name on an appropriate form in his respective principal's office.

Junior-Senior High School teachers will remain in their respective classrooms from 3:00 P.M. to 3:10 P.M. followed by five minutes during which teachers shall remain in their respective building. Elementary teachers may use the above 15 minutes for any school business within the building. At the conclusion of the above-mentioned 15 minutes, teachers will be permitted to leave the building, provided their respective rooms have been cared for. Once each week teachers may be held for meetings, conferences, or other work-connected duties for up to 60 minutes after 3:10 P.M. with notice thereof given at least one day in advance.

Notwithstanding the foregoing, on Fridays and before scheduled vacation periods, teachers may leave the building at 3:05 P.M. and after their respective rooms have been cared for. Teachers shall make every attempt to meet with parents requesting an after-school conference.

B. 1. Each junior and senior high school teacher may be required to teach 5 classes requiring 3 separate preparations in non-related classes or 5 classes requiring 5 preparations in related classes per day, of a maximum length of fifty-five minutes, and shall have one scheduled preparation period each day. A teacher may be assigned additional class preparations with the teacher's approval. A study hall assignment shall not be deemed a preparation period.

B. 2. Elementary teachers will be provided a 30 minute planning period each day during which time their students will be eating lunch or be on noon recess; however, one teacher, on a rotating basis, shall be on duty as a lunch-room supervisor at all times the elementary students are eating. Each elementary teacher shall manage their own students during the mid-morning and mid-afternoon recess periods.

C. All teachers shall be entitled to a duty-free uninterrupted lunch period of 30 minutes and shall not be required to eat lunch in a building other than that to which he is assigned. If teacher wishes to relinquish his 30 minutes lunch period for supervisory duty, hall patrol, gym patrol, or cafeteria patrol, he may be allowed an equal time free from his routine schedule or be paid an additional sum as specified by the Board of Education and agreed to by the Gobles Education Association.

D. A teacher requested by the Board to be engaged during the school day in negotiating for a contract on behalf of the Association with any representative of the Board, or requested by the Board to participate in any professional grievance negotiation, shall be released from regular duties without loss of salary; provided, however, the Board shall be entitled to hold all negotiations after regular school hours.

E. During times of parent-teacher conferences, at least one day of such conferences may, at the discretion of the Administration, start at 1:00 P.M. and extend to 9:00 P.M. with one hour for a meal.

ARTICLE V

Teaching Conditions

A. It is acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end; this provision, however, shall not be deemed to limit a teacher's duties to teaching alone.

B. The Board recognizes that consideration must be given to the problem teacher-pupil ratio for the best interests of all concerned.

C. The Board recognizes that appropriate texts, library reference materials, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and other similar materials are the tools of the teaching profession.

D. The Board shall provide duplicating equipment and materials and make available a typewriter for the preparation of instructional materials. The responsibility for duplicating the materials will be subject to the scheduling thereof by the building principal.

E. The Board shall provide janitorial service to clean and maintain all classrooms, chalkboards, and toilets after daily classes are dismissed.

1. Each teacher shall be obligated with respect to the room in which the teacher spends the majority of his time to see that the room is maintained in a tidy condition; that at the close of the school day the student desks and chairs are properly arranged; windows are closed; lights turned off; blinds or curtains left orderly; that all books, materials and equipment are stored in an orderly condition; and each teacher shall assure that the chalkboards in his room are erased.

2. The Board will provide copies, exclusively for each teacher's use, of all texts used in each of the courses a teacher is to teach; provided however, such texts shall remain the property of the school and the teacher shall be responsible for the texts issued to him.

3. A collegiate dictionary shall be provided by the Board in every classroom agreed to by the Association and Administration and such dictionary shall not be removed from the room without the approval of the building principal and the dictionary shall be the responsibility of the teacher who is principally located in the room.

4. A separate desk for each teacher in the district with a lockable drawer space.

5. Suitable closet space for each teacher to store coats, overshoes and personal articles.

F. Teachers shall not be required to perform scheduled hall patrol duties during lunch period, drive bus, collect moneys for milk or lunch. Elementary teachers shall be obligated to perform lunchroom duties as outlined in Article IV, B-2.

G. The Board shall make available and maintain in each school lunchroom, restroom, and lavatory facilities exclusively for staff use and at least one room for staff use in which smoking shall be permitted.

H. A telephone shall be available to teachers for school-related professional use.

I. Adequate paved parking facilities shall be made available to teachers.

J. Teachers shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety or well being; provided, that this provision shall not limit the right of the Board to require teachers to perform the usual and normal requirements of their employment, and further provided that this provision shall not enlarge the Board's civil liability beyond that imposed by the Michigan Workmen's Compensation Statute.

K. All teachers shall prepare advance weekly lesson plans keeping in mind long and short range goals which shall be submitted to their respective principals the day prior to the weekend or scheduled vacation period.

ARTICLE VI

Professional Assignments

A. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a Bachelor's Degree from an accredited college or university, and a provisional or permanent certificate.

B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not, so far as possible, be assigned, except temporarily, outside the scope of their teaching certificates or their major or minor field of study, provided that the Association is notified of each such hiring.

C. All teachers shall be given notice of their expected teaching assignments for the forthcoming year no later than June 25th when administratively possible. In the event a change in expected assignment is made thereafter, the teacher affected shall be promptly notified orally and by written notice to his home address.

ARTICLE VII

Vacancies, Promotions and Transfers

A. Requests by a teacher for transfer to a different class, building or position shall be made in writing, one copy of which shall be filed with the Superintendent and one copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications.

B. Whenever a vacancy arises or is anticipated, the Superintendent shall promptly post notice of same on a bulletin board in each school building for no less than seven days before the position is filled and notify the Association. Any new positions, including supervisory positions, shall be posted with accompanying job description. An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the instructional program.

The Superintendent shall notify the affected teacher of the reasons for such transfer. During summer vacation when school is not in session, posting of notice and notification of vacancy shall not be required.

C. In making selections for supervisory positions outside of the bargaining unit, the Board shall be entitled to fill said positions at its own discretion. The Board shall give notice of vacancy in a supervisory, non-bargaining unit position to the Association Representative named in accordance with Paragraph B above and these applicants shall be given due consideration, and during the regular school year between the start of school in August and the end of school in June shall also give the posting notice provided in Paragraph B.

D. Any teacher who shall be transferred to a supervisory position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory status.

ARTICLE VIII

Illness or Disability and Retirement

A. At the beginning of each school year each teacher shall be credited with a twelve day sick leave allowance. The unused portion of such allowance shall accumulate to 100 days. The Board shall furnish a written statement at the beginning of each school year setting forth the total sick leave credit. The sick leave allowance may be used, without loss of pay, for the following reasons:

1. Personal illness of the teacher. After the fifth consecutive day of illness in any given year, the teacher will provide the Board at the Board's request, with a certified statement from a medical doctor, indicating the nature of his or her illness and further, that the teacher is physically and/or mentally able to return to the classroom. If there is any question, the Board may request and the teacher shall be required to present themselves for further examinations by a medical doctor of the Board's choice at the Board's expense.

2. Serious illness in the immediate family, defined as: spouse, child, father, mother, father-in-law, mother-in-law, sister, or brother. A teacher, if requested by the Board, must submit a statement from a medical doctor indicating the nature and extent of any illness of a member of the immediate family for which such leave was taken, subject to a limit of five days per year for this purpose.

3. Up to three days of sick leave will be allowed for each death in the immediate family to enable the teacher to make arrangements for and attend the funeral when travel, distance, or other circumstances warrant, to be charged against sick leave credit. An additional two days may be granted with administrative approval. If there is no sick-leave credit available, a salary deduction will be made on a pro-rated contractual daily salary basis. The immediate family is interpreted to include spouse, father, mother, sister, brother, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren.

4. One day of sick-leave per year will be allowed for the purpose of attending the funeral of a relative outside the immediate family or a friend and charged against sick-leave credit.

5. All the above leave will be charged against sick-leave credit. If no sick-leave is available, there will be full pay deduction for these days.

B. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to June 30, and the leave may be renewed thereafter upon written request by the teacher.

C. Under conditions of inclement weather, or acts of God for which school has been closed for the day, teachers will not be asked to report to school.

D. A teacher reaching age 65 prior to June 1, of any school year will automatically retire at the conclusion of his then current contract.

E. Absence due to injury incurred in the course of the teacher's employment shall not be charged against the teacher's sick-leave days, provided the teacher does not draw sick-leave pay, from the school district. (Payment may be obtained from workman's compensation or Insurance or both.)

ARTICLE IX

Professional and Personal Business

A. Professional Business. At the beginning of every school year, each teacher may be granted time to be used for the teacher's professional business which will not be charged against his leave allowance. Professional business days may be used for any educational purpose upon the approval of the administration. The teacher planning to use a professional business day shall apply on the prescribed form at least one week in advance of his absence, however, shorter notice may be given if the situation does not permit one week's notice. Professional business days shall be used for the purpose of, 1) visitation to view other instructional techniques or programs, 2) conferences, workshops, or seminars conducted by colleges, universities, and the Michigan and National Education Associations and/or affiliate departments thereof. The teacher shall be requested to file a written report, within one week of his attendance at such visitation, conference, workshop, or seminar.

B. Personal Business. At the beginning of each school year a teacher shall be granted two (2) personal business days, and this shall be chargeable to leave allowance. A teacher planning to use a personal leave day or days shall apply on a prescribed form at least one week in advance, except in cases of emergency. Personal business is defined as those business matters which cannot be taken care of except during periods when school is in session, such as estate matter, court appearances, probate matter, real estate and similar transactions, time for which is mandated by an outside agency and/or not controlled by the teacher, and for their own personal business. The teacher may be asked to explain the reason for any personal leave requested for a school day immediately before or after a holiday, week-end, or vacation period, and reasonable restrictions may be imposed on personal leaves on such days.

C. Court Leave. A teacher shall be entitled to leave for, 1) jury service, 2) court appearances when subpoenaed as a witness in connection with any civil or criminal proceeding, or 3) appearances before a governmental tribunal when subpoenaed as a witness on a work-related matter, which cannot reasonably be scheduled outside of the work day.

The teacher shall be entitled to receive regular compensation, without deduction of leave days, less any fees paid. The teacher shall return to his duties whenever his attendance is not actually required and shall give the Board reasonable notice of the anticipated Court or Tribunal schedule in order to avoid the unnecessary use of substitute teachers.

A teacher shall not be entitled to leave in local tenure or grievance proceedings, which proceedings shall be scheduled outside of the normal school day; however, it is mutually understood and agreed that where a hearing has been scheduled by the Michigan Tenure Commission or the American Arbitration Association during the normal school day and one or more teachers are subpoenaed as witnesses, such teachers shall receive their regular compensation and the Association shall reimburse the Board for compensation paid by the Board to substitute teachers.

ARTICLE X

Unpaid Leaves of Absence

A. Unpaid leaves of absence for no more than one year will be granted to one tenure teacher per year, subject to a limit of one such leave for any one teacher during their employment with the Gobles Public Schools. Upon return from such leave, the teacher shall continue with their normal placement on the salary schedule from which they left. Leaves for the following purposes shall commence on June 30 and application therefore shall be made on or before March 1 of the same year.

1. For attendance and study at an accredited institution of higher learning; for the purpose of participating in exchange teaching program in other states, territories, or countries; foreign or military teaching programs; and the Peace Corps, Teachers Corps, as a full time participant in such program.

2. For the purpose of serving as an officer of the Michigan Education Association.

B. A military leave of absence shall be granted to any teacher who shall be inducted for military duty in any branch of the armed forces of the United States for the period of that induction. Upon return from such leave, a teacher will be placed at the same position on the salary schedule from which he left if he is inducted in the fall semester, or one position higher if he is inducted in the spring semester. Two days leave of absence per year without loss of pay will be allowed for a required selective service physical examination. The teacher shall notify the administration of the prospective absence as soon as he learns thereof.

C. Regular Maternity Leaves. The regular maternity leave is designed to provide for the special needs of the female members of the teaching staff who wish to continue to be employed by the Board but desire to be absent for a period longer than the period of their actual disability.

1. A teacher shall be eligible for leave if she has filed a written application for maternity leave within five (5) months from the date of conception.

2. The time for the commencement of the leave shall be mutually agreed upon by the Board and the teacher after considering the following factors, namely:

- a. The need to assure continuity of instruction.
- b. The staffing needs of the school system and the desirability of coordinating staff changes with the school calendar.
- c. The effect of the pregnancy on the proper performance of professional duties.
- d. The personal health and family circumstances of the teacher.

A leave shall ordinarily not be granted prior to the sixth month of pregnancy unless it shall appear that the denial of the leave would unreasonably impair the physical or mental health of the teacher or of the unborn child.

3. Unless the Board and the teacher shall otherwise agree, leave shall terminate as follows, namely:

- a. Leaves commencing after the beginning of the school year and prior to the beginning of the second semester shall terminate at the beginning of the next school year.
- b. Leaves commencing after the end of the first semester but prior to the beginning of the next school year shall terminate at the beginning of the second semester in the next school year or the beginning of the first semester in the following school year. The teacher shall elect in writing prior to the commencement of the leave the alternative termination date selected and, if no election is made, the leave shall terminate at the beginning of the following school year.

The Board, at least five (5) months prior to the leave termination date, shall request the teacher to sign and return an agreement to be re-employed. Such request shall be sent by certified mail to the last known address of the teacher as indicated in her personnel file. If she shall fail to sign such agreement at least four (4) months prior to the leave termination date, the employment of such teacher shall automatically be terminated.

4. Leave shall be without pay. The teacher shall advance on the salary schedule in the same manner as if continuously employed by the Board, provided that the teacher has successfully completed at least three-fourths of the school year during which leave commences. In the case of a teacher completing less than three-fourths of the school year, such advancement shall be in the discretion of the Board and the Superintendent.

5. Upon the written application of a teacher, the Board may terminate a leave prior to its expiration in case of an interrupted pregnancy or the loss of the child.

D. Special Maternity Leaves. The special maternity leave is designed to provide for the special needs of the female members of the teaching staff who wish to continue to be employed by the Board, but desire to be absent only for the period of their actual disability by reason of maternity.

1. A teacher shall be eligible for a special maternity leave if she has filed written application for such leave at the earliest practicable time but not later than five (5) months from the date of conception.

2. The time for commencement of such leave shall be mutually agreed upon by the Board and the teacher, provided, however, that if the teacher

desires to continue working after the completion of the second trimester of pregnancy, at least monthly thereafter she shall provide a written statement from a licensed physician stating that she is physically capable of continuing to provide full professional services.

3. Unless the Board and the teacher shall otherwise agree, leave shall terminate at the time a teacher is physically capable of resuming her full professional duties, subject to the following requirements:

- a. The Board may require the leave to extend beyond the period of actual disability to the extent necessary to assure continuity of instruction or to avoid duplication of staffing.
- b. The teacher, before returning to full time service, shall be required to submit a statement in writing from a licensed physician indicating that she is physically capable of resuming her full professional duties.

4. Leave shall be without pay and shall not exceed one (1) year unless the Board and the teacher shall in writing mutually otherwise agree.

E. An unpaid short ~~term~~ leave of absence shall be granted to teachers who are officers or agents of the Michigan Education Association and Gobles Education Association, to attend workshops or conferences.

F. Health Leave. Upon the request of a teacher, the Board shall grant a leave of absence for the purpose of rest and restoration of health, subject to the following guidelines:

1. The time for commencement of such leave shall be mutually agreed upon by the Board and the teacher, provided however, that the Board may require certification by a licensed physician that the teacher is unable to perform his full professional duties.

2. Unless the Board and the teacher shall otherwise agree, leave shall terminate at such time as the teacher is physically capable of resuming his full professional duties, subject to the following requirements:

- a. The Board may require the leave to extend beyond the period of actual disability to the extent necessary to assure continuity of instruction or to avoid duplication of staffing.
- b. The teacher, before returning to full time service, shall be required to submit a statement in writing from a licensed physician indicating that he is physically capable of resuming his full professional duties.

3. Leave shall be without pay and shall not exceed one (1) year unless the Board and the teacher shall in writing otherwise mutually agree. The teacher shall advance on the salary schedule in the same manner as if continuously employed by the Board, provided that the teacher has successfully completed at least three-fourths of the school year during which leave commences. In the case of a teacher completing less than three-fourths of the school year, such advancement shall be in the discretion of the Board and the Superintendent.

ARTICLE XI

Academic Freedom

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

B. Academic freedom shall be guaranteed to teachers to present and interpret facts and ideas concerning man, human society, the physical and biological world and other branches of learning in an objective, fair, impartial manner subject to accepted standards of professional responsibility set forth in the Code of Ethics and without the teacher attempting to impose his personal or partisan views in areas subject to varying interpretations or beliefs or subject to controversy.

ARTICLE XII

Special Student Program

A. The parties recognize that children having special physical, mental and emotional problems may require specialized classroom experience and that their presence in regular classrooms may interfere with the normal instructional program and place extraordinary and unfair demands upon the teacher. Teachers believing that such students are assigned to their classroom, may request their transfer and shall present arguments for such request to the Professional Study Committee which may make recommendations thereon to the Board. Special attention will be given to adjusting class size where special students are placed in a regular classroom. Special Education students, discipline problems, and retainers shall be carefully screened and evenly distributed among the classrooms.

ARTICLE XIII

Evaluation of Teachers

A. The performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated at least three times during each full school year, the first of such evaluations to occur no later than ninety (90) calendar days after the beginning of the school year or the teacher's commencement of service if such service begins before the end of the first semester. At least one additional evaluation shall be made within sixty (60) calendar days thereafter, provided that no more than one (1) evaluation shall be made during any thirty (30) calendar day period. Any evaluations made during the second semester shall be completed not later than March 15. In the case of a teacher who commences service at the beginning of the second semester, there shall be at least one (1) evaluation within forty-five (45) calendar days after such service begins provided that any additional evaluations shall be made not later than March 15. Tenure teachers shall be evaluated at least once every year. Tenure teachers whose services are being considered for termination under provisions of the Tenure Act shall receive a registered letter of notification and statement of charges from the Superintendent and advised of their

rights under the Tenure Act for a Hearing and an Appeal. The Association shall receive a copy of such notification upon request.

B. 1. Evaluations of classroom teaching shall be in writing and shall be conducted by the teacher's building principal, or person duly authorized to act in his place.

B. 2. A committee of three persons appointed by the Board and three persons appointed by the Association shall be established for the purpose of review and possible revision of the teacher evaluation instrument; and review and possible revision of the teacher handbook. This committee will meet during the school year to provide recommendations to be presented to the Board the first meeting in May for implementation the following year.

C. Classroom observation of teachers shall be made in person and conducted as follows: 1) The first observation shall be not less than 30 consecutive minutes in length, and 2) if additional observation are made or required, one shall be at least 15 consecutive minutes in length and a second, if had, shall be not less than 20 consecutive minutes in length. All classroom observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher, and without the use of secret surveillance devices; provided that by agreement between the teacher and observer the method of observation may be changed.

D. A copy of the written evaluation shall be submitted to the teacher within 15 school days after said observation, at which time a personal interview shall be conducted between the teacher and the evaluator concerning the evaluation. One copy of the evaluation report is to be retained by the teacher after both copies of the report are signed by the teacher and the evaluator. In the event that the teacher believes his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personnel file. All evaluations shall be based upon valid criteria for evaluating professional growth.

E. No later than March 1st of each probationary year the final evaluation report will be furnished to the Superintendent covering each teacher. A copy shall be furnished to the teacher and the Association if the teacher requests said form be given to the Association. If the report contains any information not previously made known to and discussed with the teacher, the teacher shall have an opportunity to submit additional information to the Superintendent. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons therefore in writing with a copy to the Association, if the teacher requests said form be given to the Association, and provide a hearing before the Board where requested.

F. Each teacher shall have the right upon written request to review the contents of his personnel file, provided that the teacher shall not be entitled to see documents which would violate a mutual trust between the Board and another party and are therefore confidential. A representative of the Association may at the teacher's request, accompany the teacher in this review.

ARTICLE XIV

Professional Behavior

A. Teachers are expected to comply with reasonable rules, regulations, and directions adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher

may reasonably refuse to carry out an order which threatens physical safety or well-being.

B. The Board recognizes that the Code of Ethics of the Michigan Education Association is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall accept responsibility to deal with ethical problems in accordance with the terms of such Code of Ethics of the Michigan Education Association.

C. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. The Administration, in recognition of the concept of progressive correction, shall notify the teacher in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction. Alleged breaches of discipline or the Code of Ethics of the Education profession shall be promptly reported to the offending teacher and to the Association. The Association shall use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher.

D. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

E. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance asserted by the Board or representative thereof shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Association if said teacher requests such information be given to the Association.

ARTICLE XV

Reduction in Personnel

Should substantial and unforeseen changes in student population or other conditions make necessary a general reduction in the number of teachers employed by the Board, the Board will retain, as nearly as possible, those teachers with permanent teaching certificates having the longest service in the district, provided that the teachers to be retained shall be qualified to instruct the subject they are to teach. The Board will further use their best efforts to assist all teachers terminated for lack of work to secure employment in adjacent school districts upon terms and conditions as nearly comparable as possible. Nothing herein shall relieve the Board from fulfilling the terms of any current annual contract with a teacher.

ARTICLE XVI

Continuity of Operations

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined by Section I of the Public Employment Relations Act.

ARTICLE XVII

Special and Student Teaching Assignments

A. Assignments for the Adult Education, Driver Education and Summer School programs will be made by the Board where the Board has the primary authority to hire on the basis of preference to tenure teachers possessing permanent teaching certificates regularly employed in the district during the normal school year; provided that the teacher is qualified to teach the assignment and makes application therefore within two (2) weeks after the administration announces the program.

B. The Board agrees to use its best efforts to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:00 A.M. to report unavailability for work. Once the teacher has reported unavailability, it shall be the responsibility of the administration to arrange a substitute teacher. Substitutes shall comply with the hours required of full time employed teachers to the extent possible. Payment for substitute teachers shall not be less than \$25.00 per day.

C. Supervisory teachers of student teachers shall be tenured teachers possessing a minimum of a Bachelor's Degree in academic preparation who voluntarily accepts the assignment and shall be known as a Supervisory Teacher. Assignments of student teachers shall be made in their major and minor fields.

D. Supervisory Teachers of student teachers shall work directly with the University program co-ordinator and school administration in developing extensive opportunities for the intern teachers to observe and practice the arts and skills of the profession.

E. The Association agrees to accept intern teachers as honorary members during their internship period and include them in appropriate meetings and activities of the Association.

F. The Board agrees to provide intern teachers upon request a copy of the most recent accrediting report, tests, guides, building policies, and a copy of this Agreement to assist them during this period.

G. The Board shall disclose the amount received from the University placing student teachers. Monies made available to the district by the placing University shall be administered, subject to approval by the Board, by a joint committee composed of the University co-ordinator, supervisory teachers, and a representative of the Board in a manner determined by the majority of the committee. The following areas are suggested: in-service training programs, released time, and materials and equipment.

H. The Supervisory Teacher shall file a written report and evaluation with the University co-ordinator and the administration according to the standards set by the placing University.

ARTICLE XVIII

Student Discipline and Teacher Protection

A. Since the teacher's authority and effectiveness in his classroom are undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps considering all of the circumstances to relieve the teacher of responsibilities with respect to such pupil, upon recommendation of the Professional Study Committee.

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

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

D. Procedure for suspension of students from school shall be distributed to students, teachers, and parents each year. Suspension of students from school may be imposed only by the Administration. School authorities will endeavor to achieve correcting of student misbehavior through counseling and interviews with the child and his parents when warranted. Transfer of the student to another teacher or other measures, short of suspension, will first be exhausted.

E. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board or its designated representative will counsel and advise the teacher of his rights and obligations with respect to such assault and will render reasonable assistance to the teacher in connection with handling of the incident through law enforcement agencies.

F. The Board will consider at its discretion the reimbursement of teachers for any loss, damage or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises.

G. No disciplinary action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless the Administration promptly advises the teacher in writing that disciplinary action is to be taken as soon as the decision to take such action is made.

H. It is hereby recognized that in an effort to maintain high standards of student discipline, it may be necessary to keep students at school for a period of time after the normal dismissal time. In order to enable all teachers to better cope with their own discipline problems, each teacher desiring students to stay after school, shall be required to exert direct scrutiny and control of their student for the entire period of their detention, unless otherwise directed by an administrator. Each teacher detaining students will provide a written notice to the principal's office relative to their names and reasons for their detention immediately after the close of the school day.

I. A written statement by the Board governing use of corporal punishment of students shall be publicized to all teachers no later than the first week of each school year.

ARTICLE XIX

Professional Grievance Procedure

A. Definitions

1. A "grievance" is a claim based upon event or condition which affects conditions or circumstances related to school operation.
2. The "aggrieved person" is the person or persons making the claim.
3. A "party of interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
4. The term "days" shall mean calendar days.

B. Purpose

Any teacher, group of teachers or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this agreement or any existing rule, order or regulation of the Board, or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms or conditions of employment, may file a written grievance with the Board or its designated representative for the purpose of securing, at the lowest level possible, equitable solutions to the problem of the parties.

C. Structure

1. There shall be selected by the Association one or more Association Representatives for each building who shall be made known to the Administration.
2. The Association shall establish a grievance committee. Association representatives shall be members of the grievance committee. In the event that any member of the grievance committee is a party of interest to any grievance, he shall disqualify himself and a substitute shall be named by the Association, if necessary.
3. The building principal or person designated by the administration shall be the administrative representative when the grievance arises in that building.

4. The Board hereby designates the superintendent as its representative when the grievance arises in more than one school building.

D. Procedure

A teacher with a problem may first discuss the matter with his building principal with the objective of resolving the matter informally.

STEP 1: In the event the matter is not resolved informally, the formal grievance procedure on the form set forth in Appendix D signed by the grievants and a representative of the Association shall be presented to the principal of the involved school building within fifteen (15) days of the event on which the grievance is based or of the administrative decision arising out of the informal meeting with the Building Principal.

- a. Within 7 days of receipt of the grievance, the above designated administrator shall meet with the aggrieved person either individually, or together with his Association Representative, or alone with the Association Representative in the aggrieved person's absence.
- b. Within 7 days after the meeting, the administrator shall state his decision in writing, and furnish a copy thereof to the teacher and the Association.

STEP 2: If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within 7 days after the previous meeting, the grievance shall be deemed denied and then the grievance may be appealed by the Association in writing to the Superintendent of schools within 7 days after the decision in Step 1 is given or is required to be given if none is given.

- a. Within 5 days of receipt of the grievance, the Superintendent shall meet with the Association alone or together with the aggrieved person, if the aggrieved person desires.
- b. Within 7 days after the meeting, the Superintendent shall state his decision in writing, and furnish a copy thereof to the teacher and the Association.

STEP 3: If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within 7 days after the meeting prescribed in Step 2, an appeal may be filed in writing by the Association with the Secretary of the Board of Education within 7 days after the decision in Step 2 is given or is required to be given if none is given. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later, shall review such grievance, or hold a hearing on the grievance, or give other consideration as it shall deem appropriate. Disposition of the grievance by the Board in writing shall be made no later than 7 days thereafter. A copy of such disposition shall be given to the teacher and the Association.

STEP 4: If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made and the association wishes to continue with the grievance, notification of same will be submitted to the Board within seven days following

completion of Step 3, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five calendar days from the notification date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

E. Rights to Representation

A teacher has the right to be represented at any step in the grievance procedure by the Association and/or an attorney of his own choice.

F. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice or record. However, if, in the judgment of the Association Grievance Committee, the grievance affects a group of teachers, the Grievance Committee may process the grievance at the appropriate level.
2. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation by the Board or Association.
3. All documents, communications, or records dealing with a grievance shall be filed separately and shall not be made the part of any teacher's personnel record in the event the teacher leaves the system.
4. The expense of the American Arbitration Association shall be shared equally by the Association and the Board.
5. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Administration shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

ARTICLE XX

Negotiation Procedures

A. After March 1st the parties shall initiate negotiation for the purpose of entering into a successor agreement for the forthcoming year.

B. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. The parties may consider any recommendation made by the Professional Study Committee. There shall be three signed copies for purposes of record—one retained by the Board, one by the Association, and one by the Superintendent.

ARTICLE XXI

School Calendar

A. For the term of this Agreement the school calendar shall be as set forth in Appendix C. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association, or as required by law.

B. The school year, for annual salary purposes, shall not exceed 188 contract days and teachers may be required to report up to two days prior to the beginning of classes in the fall and remain up to two days after classes in the spring. The Monday and Tuesday preceding the opening of school shall be devoted to preopening planning conferences. One half-day shall be provided at the end of the first semester and one full day shall be provided at the end of the second semester for the completion of teacher records when pupils shall not be in attendance.

C. The following legal holidays shall be observed and all schools closed: New Years Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day, except as required by Appendix C.

D. The calendar agreed upon shall be subject to any changes required to meet the requirements of the State of Michigan for a minimum of 180 pupil attendance days so that the school shall not lose any State Aid or other compensation, and new teachers may be required by the administration to attend one additional day before the start of school for orientation purposes.

ARTICLE XXII

Professional Compensation

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

B. The Salary Schedule is based upon the regular school calendar as set forth in Appendix C and the normal teaching assignment as defined in each teacher's individual contract.

C. Payday will be every other Friday.

D. Participation in P.T.O., achievement nites, and open houses is considered part of a teacher's professional responsibility and is encouraged although attendance is not mandatory.

E. Upon hiring a new teacher to the school system, the Administration shall give credit on the salary schedule for prior experience in accredited or private schools up to a maximum of five years, provided the experience would be considered beneficial to and the teacher can prove teaching competence and certification for the grade level or field of activity for which the applicant is applying. Non-degree credit for experience or experience in addition to five years shall only be granted at the discretion of the Superintendent and the Board. Placement shall be one step on the salary schedule above the total years experience allowed.

ARTICLE XXIII

Professional Dues or Fees and Payroll Deduction

A. Any teacher who is a member of the Association or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of Professional Dues in the Association which sum shall be in the amount of \$ 210.00 for the school year 1975-76, and shall thereafter be as established by the Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-tenth of such Dues from regular salary check of the teacher each month for ten (10) months, beginning in September and ending in June of each year. Any teacher who shall not perform services for any entire month of the school year shall have his dues reduced by one-tenth of the yearly dues for each entire month he did not work, except where the failure to perform services during any month was the result of the teacher taking any leave of absence or sick leave provided for in this contract.

B. Any teacher entering a contract of employment with the Board who has not been under a previous contract as of August 26, 1971, who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall, as a condition of employment, pay as a Representation Benefit Fee to the Association an amount equal to the Professional Dues of the Association, provided, however, that the teacher may authorize payroll deductions for such fee in the same manner as provided in the preceding paragraph A. In the event that a teacher shall not pay such Representation Benefit Fee directly to the Association or authorize payment through payroll deductions, as provided in the preceding paragraph, the Board may cause the termination of employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment, since the establishment of said Representation Benefit Fee is herewith deemed to be the sum required to insure that non-members pay their proportionate share of the costs of obtaining and administering the benefits to be received hereunder.

C. The procedure in all cases of discharge for violation of this Article shall be as follows:

1. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.
2. If the teacher fails to comply, the Association may file charges in writing, with the Board, and shall request termination of the teacher's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.
3. The Board, only upon receipt of said charges and request for termination, shall conduct a hearing on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Tenure of Teachers Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in the processing of charges, agrees not to discriminate

between various persons who may have refused to pay the Professional Dues and/or Representation Benefit Fee.

D. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for Professional Dues or Representation Benefit Fee, the Board agrees promptly to disburse said sums upon direction of the Association.

E. This Article shall be effective retroactively to the date of the agreement and all sums payable hereunder shall be determined from said date.

F. The Association agrees to indemnify and hold harmless the Board for any costs or damages which may be assessed against the Board as the result of any action taken by the Board which results in any suit or action taken against the Board, provided that the Association shall have the right to secure legal counsel of its own choosing at its own expense.

G. The Board shall make payroll deductions upon written authorization from teachers for annuities, charitable donations, First National Bank and Credit Union programs provided that once a program is dropped, it will not be re-started until the following school year.

ARTICLE XXIV

Professional Advisory Committee

Purpose. It is the objective of the parties:

A. To improve the communications between the Board and the teachers, and

B. To provide for appropriate participation by teachers in the development of recommendations for the consideration of the Board in all areas in which the teachers have a professional responsibility.

There is therefore established an advisory committee to be known as the "Professional Advisory Committee".

Committee Composition. The Association shall select an elementary teacher, a junior high school teacher and a high school teacher to serve as members of the Committee. The Board shall also appoint three (3) regular members, at least one of whom shall be a member of the Board. Additional representatives may participate on behalf of either party as resource persons and if the President of the Association or the Superintendent are not regular members, they shall be ex-officio members.

Rules and Procedures. The Committee shall establish its own rules and procedures provided that the Committee shall:

A. Meet not less frequently than once each month during the school year, unless both parties shall otherwise agree.

B. Designate a secretary, who need not be a member of the Committee. The Secretary shall prepare minutes for each meeting and shall furnish a copy of such minutes to each member.

C. Designate a chairman, who need not be a member of the Committee. If the parties are unable to agree on a chairman, each party shall designate a chairman, which chairmen shall preside at alternate meetings.

D. Make recommendations to the Board in writing. If the recommendations of the Committee are not unanimous, any member of the Committee dissenting from the views of the Committee shall have the right to attach to the recommendation of the Committee, the recommendations of such member or members. Except as the Committee shall provide a longer time, the Board of Education shall make a determination in writing within eight (8) weeks from the receipt of the written recommendations.

E. Members of the Committee shall participate in its proceedings as representatives of the entire community and without regard nor identification with the appointing party.

F. The Committee may, from time to time, establish such sub-committees as it may deem appropriate provided that at least one member of the Advisory Committee shall be a member thereof.

ARTICLE XXV

Miscellaneous Provisions

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

B. It is mutually agreed by the parties that a serious and joint effort should be made to review the terms and conditions of this Agreement for the sole purpose of recommending revisions with respect to form, organization, language and content in order to express more effectively matters of mutual agreement contained herein. To this end the parties hereby agree to establish a committee to be known as the "Contract Advisory Committee".

1. Committee Composition. The Association shall select two (2) members to serve as members of the Committee. The Board shall appoint two (2) members, at least one of whom shall be a member of the Board. If the Superintendent is not an appointed member of the Committee, he shall be an ex-officio member, and the Association shall have the right under such circumstance to select one additional Association member to serve on the Committee.

2. Procedure. The Committee shall:

- a. Meet not less frequently than once every other month between the date on which this Agreement is ratified and the date negotiations begin for the purpose of entering into a successor Agreement, or March 1, whichever is earlier, unless the parties mutually agree otherwise. The first of such meetings shall be scheduled for November _____, 1975, provided that a proposed agenda is distributed by either party at least ten (10) days prior thereto. The date and time of any subsequent meeting shall be mutually agreed to.
- b. Not be deemed by either party to constitute a vehicle for the purpose of collective bargaining, formal or otherwise.
- c. Make recommendations to their selecting or appointing bodies concerning ways in which the Agreement may be improved, which recommendations shall be advisory only and not binding upon either party unless they conform to the requirements for amendments set forth in Article XXV, A, above.

3. Life of Committee. The Contract Advisory Committee shall terminate its existence one (1) day prior to the date on which the first formal negotiating session is held between representatives of the Board and the Association for the purpose of entering into a successor Agreement or the termination date of this Agreement, whichever is earlier.

C. Any individual contract between the Board and an individual teacher shall be subject to and consistent with the terms and conditions of this Agreement. If inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

D. This Agreement shall supersede any rules, regulations or practices of the Board or Association which shall be contrary to or inconsistent with its terms.

E. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

F. Copies of this Agreement titled "Professional Agreement between the Gobles Public Schools and the Gobles Education Association," shall be reproduced at the expense of the Board as soon as possible after the Agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.

G. No polygraph or lie detector device shall be used by the Board of the Association in any investigation of any teacher without his consent.

H. Notification herein required to the Association shall be made in written form to the President of the Association.

ARTICLE XXVI

Duration of Agreement

This Agreement shall be effective as of September 2, 1975 and shall continue in effect until the 30th day of June, 1976. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Gobles Education Association

Gobles Board of Education

By Glenn A. Osborn
Its President

By R. Karl Blaha
Its President

By Elton E. Ransler
Its Vice-President

By Mary E. Sutherland
Its Secretary

By Thomas B. Huff
Chairman, Negotiating Comm.

By Clyde W. Crawford
Member

By Ruth D. Habson
Committeeman

By Kendra E. Hurst
Member

By Michael P. Poth
Committeeman

By Richard J. Markus
Member

By _____
Committeeman

By Ann Selber
Member

By _____
Committeeman

By _____
Member

Dated this 22nd day of September 1975

APPENDIX "A"

Basic Compensation and Insurance Benefits

1. Salary Schedule.

	<u>B.A.</u>	<u>5% NCR</u>	<u>TOTAL</u>	<u>BA +18</u>	<u>5% NCR</u>	<u>TOTAL</u>	<u>M.A.</u>	<u>5% NCR</u>	<u>TOTAL</u>	<u>MA +15</u>	<u>5% NCR</u>	<u>TOTAL</u>
1.	\$8950	\$358 448	\$9308 9398	\$9155	\$458	\$9613	\$9522	\$476	\$9998	\$9734	\$487	\$10221
2.	9340	467	9807	9545	477	10022	9952	498	10450	10164	508	10672
3.	9730	487	10217	9935	497	10432	10382	519	10901	10594	530	11124
4.	10120	506	10626	10325	516	10841	10812	541	11353	11024	551	11575
5.	10510	526	11036	10715	536	11251	11242	562	11804	11454	573	12027
6.	10900	545	11445	11105	555	11660	11672	584	12256	11884	594	12478
7.	11290	565	11855	11495	575	12070	12102	605	12707	12314	616	12930
8.	11680	584	12264	11885	594	12479	12532	627	13159	12744	637	13381
9.	12070	604	12674	12275	614	12889	12962	648	13610	13174	659	13833
10.	12460	623	13083	12665	633	13298	13392	670	14062	13604	680	14284
11.	12850	643	13493	13055	653	13708	13822	691	14513	14034	702	14736
12.	13240	662	13902	13445	672	14117	14252	713	14965	14464	723	15187
13.	--	--	--	--	--	--	14682	734	15416	14894	745	15639

As noted above: The Board shall pay five (5) percent of each teacher's aggregate compensation to the Michigan Public Employees Retirement System pursuant to PA 244 of 1974.

A teacher who holds an AB degree and is currently employed by the Board, upon obtaining an MA degree will be placed upon the Master's schedule on the next school step above his position on the Bachelor's schedule at the beginning of the next school year; provided, however, that if the Master's degree is obtained before the start of the second semester, the teacher obtaining a Master degree shall at the start of the second semester be placed on the Master schedule on the same step that he held on the Bachelor's schedule. The teacher shall provide the administration the certification of the award of the Master degree prior to being placed on the Master schedule.

One-third of the earned credit beyond the Bachelor's and Master's Degree must be successfully completed in the teacher's major or minor area in order to qualify for the B.A. + 18 or the M.A. + 15 schedules, or as having prior approval by the Board before taking such courses. Regarding the B.A. + 18 schedule, all 18 credits must be taken after the teacher has received the Bachelor's degree and the provisional teaching certificate; regarding the M.A. + 15 schedule, all 15 credits must be taken after the teacher has received the Master's degree and the provisional teaching certificate. A transcript of credit earned must be on file in the Superintendent's office not less than one week before the first salary payment each year. Your major or minor area shall be construed to mean that major or minor in which the teacher has earned his latest degree.

2. Insurance Benefits. Subject to the provisions hereinafter set forth, each teacher shall have the right to select either Plan "A" or Plan "B".

A. Plan "A". The Board agrees to contribute ninety (90) percent of the monthly premium costs of MESSA Super Med II insurance without options as follows:

<u>Insured</u>	<u>Monthly Premium Contribution</u>
Self	\$ 28.30
Self & Spouse	61.20
Self & Children	61.20
Full Family	68.92

B. Plan "B". The Board agrees to contribute to each teacher not electing Plan "a" a sum not to exceed ninety (90) percent of the monthly premium costs of Super Med II insurance for "Self" for the purchase of one or more of the following Super Med II insurance options:

1. Short-term Disability Insurance
2. Hospital Confinement Indemnity Insurance
3. Long-term Disability Income Insurance
4. Additional Term Life Insurance
5. Survivor Income Insurance
6. Dependent's Life Insurance

NOTE: If the monthly premium costs as set forth in "A" above increase during the life of this Agreement, the Board agrees to contribute ninety (90) percent of such additional premium costs.

C. Duration of Coverage

1. If a teacher provides professional services for the entire school year, the Board's insurance contribution shall extend for 12 calendar months.

2. If a teacher provides professional services for less than a full school year and is returning for the next school year, the Board's insurance contribution shall be reduced pro rata. An active employee at the end of the school year planning to return the next school year would receive payments for the remainder of the twelve month period.
3. If a teacher provides professional services for less than a full school year and is not returning for the next school year, the Board shall contribute only for those months that professional services were rendered.

APPENDIX "B"

Additional Compensation for Extra Duties

ATHLETIC COACHES

<u>ASSIGNMENT</u>	<u>PERCENT OF SALARY</u>
Head Football	11
Asst. Varsity Football	7
Junior Varsity Football	7
Asst. J.V. Football	6
Junior High Football	5
Junior High Football	5
Head Varsity Basketball	11
Junior Varsity Basketball	7
Freshman Basketball	6
8th Grade Basketball	5
7th Grade Basketball	5
Varsity Track	7
Junior High Track	5
Varsity Baseball	8-1/2
Junior Varsity Baseball	6
Cross Country	4
Golf	4
Girl's Varsity Basketball	7
Girl's J.V. Basketball	4
Boy's Intramural	2-1/2
Girl's Intramural	2-1/2
Girl's Softball	3
Girl's Volleyball	3
Wrestling	5

SPONSORSHIP OR OTHER ASSIGNMENT

H. S. Cheerleader	5
Junior High Cheerleader	2-1/2
Athletic Director	11
Shop Director	3-1/2
Yearbook	3
Class Play	3
School Play	3
Band Director	9
Vocal Director	3
Senior Class	2
Senior Class	2
Junior Class	4
Junior Class	4
National Honor Society	1
Varsity Club	1-1/2
Forensics	3
Debate	3
Sr. High Student Council	2
Jr. High Student Council	1
Elem. Student Council	2
High School Newspaper (in class)	1

Driver's Ed & Summer Band @ \$6.50 per hour

APPENDIX "B" - Continued

1. The percentage of the Teachers Salary for additional compensation for extra duties will be determined by the number of years as coach, director, or sponsor of each specific activity in the Gobles Public Schools; limited, however, to no more than the 5th step on the Bachelors Schedule. The sequential aspects of placement and the experience other than this shall be granted only at the discretion of the Superintendent and the Board. (For example, a junior-high coaching area or a junior-varsity coaching area would not be credited for full experience toward a head coaching position within the same sport.)

2. Teachers involved in extra duty assignments shall be compensated in accordance with the provisions of this Agreement without deviation. Not more than one sponsor shall be appointed to any one extra duty assignment without advance approval by the Board, and if there is the appointment of more than one sponsor to an extra duty each sponsor shall be paid the full compensation set forth in Appendix "B"; provided, however, if a sponsor performs less than the full period required for the extra activity, the sponsor's extra pay will be proportionately prorated. The administration reserves the right to determine and approve all extra duty assignments.

3. Sponsors of 7th Grade, 8th Grade, Freshmen Class and Sophomore Class shall be paid for at least one class activity outside of regular school hours at the rate of \$4.50 per hour up to a maximum of \$14.00. It shall be the responsibility of the sponsor to arrange the time for such activity far enough in advance to avoid conflict with other school functions.

4. Upon prior approval of the administration payment will be made to teachers asked to chaperone games, buses, dances and parties, unless they are already paid for this duty under class sponsorships, such as the junior and senior class sponsors. Payment for each event will be at the rate of \$4.50 per hour up to a maximum of \$14.00. Athletic department funds, individual class funds, or other organization funds will be used to pay these fees when available.

5. If a teacher in the junior-senior high school is requested to teach as a substitute during his preparation or conference period, he will be paid one-fifth of his regular contractual daily rate for each such period taught.

6. Teachers required to drive their own automobiles in the course of their work shall obtain prior approval, and shall be reimbursed at the rate of 15¢ per mile provided that written request for reimbursement is made.

7. The Board agrees to appoint one or more Detention Room Supervisors from among members of the bargaining unit who apply. If qualified applicants are not forthcoming, the Board reserves the right to appoint one or more non-bargaining unit members to such positions. A teacher appointed as a Detention Room Supervisor shall be compensated at a rate of 13% of the BA Base Salary.

8. The Board reserves the right to offer the position of Athletic Director to a non-bargaining unit member who is or may become an employee of the School District.

GOBLES PUBLIC SCHOOLS
1975-76 SCHOOL ATTENDANCE CALENDAR

Date	Student Attendance	Teacher Contract	Comments
			New teachers August 29, 1975
			Labor Day September 1, 1975
Sept 2-5	3	4	Pre-School Conference Sept 2, 1975
Sept 8-12	5	5	Full day school Sept 3, 1975
Sept 15-19	5	5	
Sept 22-26	5	5	
Sept 29 - Oct 3	5	5	
Oct 6-10	5	5	
Oct 13-17	5	5	1st Marking Period Ends Oct 17
Oct 20-24	4	5	Parent-Teacher Conference Oct 24
Oct 27-31	5	5	Report Cards Oct 24
Nov 3-7	5	5	
Nov 10-14	5	5	
Nov 17-21	5	5	
Nov 24-26	3	3	2nd Marking Period Ends Nov 26
			Thanksgiving Vacation Nov 27-28
			School resumes Dec 1
Dec 1-5	5	5	Report cards Dec 5
Dec 8-12	5	5	
Dec 15-19	5	5	School closes Dec 19 at 3:00 P.M.
	CHRISTMAS VACATION - DECEMBER 22 - JANUARY 2		
Jan 5-9	5	5	School resumes Jan 5, 1976
Jan 12-16	5	5	
Jan 19-23	5	5	3rd Marking Period Ends Jan 23, 1976 at 12:00 Noon
			1/2 Record Day Jan 23 - Teachers leave at 3:00 P.M.
FIRST SEMESTER TOTALS		90	92
Jan 26-30	5	5	Report Cards Jan 30
Feb 2-6	5	5	
Feb 9-13	5	5	
Feb 16-20	5	5	
Feb 23-27	5	5	
March 1-5	5	5	4th Marking Period Ends March 5
March 8-12	4	5	Report Cards March 12
March 15-19	5	5	Secondary In-Service March 11
March 22-26	5	5	Elementary Parent-Teacher Conf Mar 11
March 29-April 2	5	5	
April 5-9	5	5	Good Friday April 16, Easter April 18
	SPRING VACATION - APRIL 12-16		SCHOOL RESUMES APRIL 19
April 19-23	5	5	5th Marking Period Ends April 23
April 26-30	5	5	Report Cards April 30
May 3-7	5	5	Memorial Day May 31
May 10-14	5	5	Baccalaureate June 6
May 17-21	5	5	Commencement June 9
May 24-28	5	5	Final Exams End June 9
June 1-4	4	4	Last Student Day June 9
June 7-10	3	4	Record Day June 10, Teachers leave at 3:00 P.M.
SECOND SEMESTER TOTALS		91	93
YEARLY TOTALS		181	185

APPENDIX "D"

School District GRIEVANCE REPORT (Submit to Principal in Duplicate)	Distribution of Form 1 - Superintendent 2 - Principal 3 - Association 4 - Teacher
---	---

Building	Assignment	Name of Grievant	Date Filed
----------	------------	------------------	------------

STEP I

A. Date Cause of Grievance Occurred _____

B. Statement of Grievance and Relief Sought _____

Signature	Date
-----------	------

C. Disposition by Principal _____

Signature of Principal	Date
------------------------	------

D. Grievant and/or Association Position _____

Signature	Date
-----------	------

STEP II

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature	Date
-----------	------

Note: Continued on next page

C. Position of Grievant and/or Association _____

D. Date _____ Signature _____

STEP III

A. Date Received by Board of Education or Designee _____

B. Disposition by Board _____

Signature

Date

C. Position of Grievant and/or Association _____

D. Date _____ Signature _____

STEP IV

A. Date Submitted to Arbitration _____

B. Disposition of Grievance _____

C. Date of Decision _____

Signature of Arbitrator _____

Dues Authorization Form

During the duration of this agreement, the District agrees to deduct from teachers' salaries dues for the Gobles Education Association, the Michigan Education Association and the National Education Association, as said teachers individually and voluntarily authorize the District to deduct, and to transmit the monies promptly to such organization as the Gobles Education Association shall direct. Teacher authorizations will be in writing in the form set forth below.

Mr.
Mrs.
Miss.
Name: Dr. _____ Phone _____

(Street)

(City) (State) (Zip Code)

SOCIAL SECURITY NUMBER

I hereby authorize the Gobles Board of Education for the year 1975-76 to deduct dues for professional associations as indicated below. I have checked the proper box to authorize deduction for each professional association.

<input type="checkbox"/>	<u>Name</u>	<u>Amount</u>
	Michigan Education Association	\$ _____
	National Education Association	\$ _____
	Gobles Education Association	\$ _____
	TOTAL	\$ _____

20-1/2 or 26-1/2 Pay Periods (circle one)

Date _____

Signed _____