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*Grand Blanc Community Schools*

MASTER CONTRACT

August 26, 1968 - August 31, 1970

Grand Blanc Community Schools

Grand Blanc Education Association

*MEA*  
*1216 Kendall*  
*East Lansing, Mich.*  
*48823*

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MASTER CONTRACT

Grand Blanc Community Schools  
Grand Blanc Education Association

This Agreement entered into this        day of        , 1968, by and between the Board of Education, Grand Blanc Community Schools of Grand Blanc, Michigan, hereinafter called the "Board", and the Grand Blanc 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 Grand Blanc is their mutual aim and that the character of such education depends upon the quality and morale of administrative, teaching, and supportive services, 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 and therefore:

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

ARTICLE I

Recognition

- A. The Board of Education, Grand Blanc Community Schools, hereby recognizes the Grand Blanc Education Association as the sole negotiating agent for all certified personnel, including school nurses, 60 and 90 day certified substitute teachers and teachers vocationally certified, but excluding members of the supervisory and administrative staff, such as Superintendent, Deputy Superintendent, Assistant Superintendent, Administrative Assistant, Administrative Interns, Principals, Assistant Principals and Coordinators, regarding wages, hours and terms and conditions of employment with the Grand Blanc Community Schools all in accordance with the terms as set forth in P.A. 379 of 1965. 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 references 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, unless required by law to do otherwise.
- C. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association) upon such conditions as the Association and the Superintendent shall establish. Such sum shall be deducted as dues from the regular salaries of all members as authorized, and remitted as established above.

Article I (continued)

- D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or applicable civil service laws and regulations.

ARTICLE II

Teacher & Chapter Rights & Responsibilities

- 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 negotiation. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment.
- B. The Association shall have the right to use school building facilities at all reasonable hours for meetings, provided established procedure is followed in requesting such use. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards in designated areas

Article II (continued)

mutually agreed upon and other established media of communication shall be made available through normal channels to the Association, at no expense to the Board of Education.

- C. The Board, through the Superintendent, agrees to make available to the Association in response to reasonable requests available information which is regularly compiled in an established form report or a matter of public record.
- D. The teacher shall comply with policies adopted by the Board of Education, and shall comply with rules and procedures as established by the Administration.

Any violation of responsibilities outlined in this section and/or the Code of Ethics of the Education Profession shall be judged sufficient ground for appropriate disciplinary action by the Association and/or Board of Education.

ARTICLE III

Management 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, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School

Article III (continued)

Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE IV

Professional Compensation

- A. The 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 term of this Agreement, provided, however, that upon written notice to the other party at least sixty (60) days prior to the first day of May every year of this Agreement, either party may request the reopening of negotiations of class size, salary schedule and other items of compensation. No actual negotiation shall begin, however, earlier than ninety (90) days prior to the 31st day of August unless mutually agreed upon.
- B. Teachers shall not be required to report more than two (2) days prior to the beginning of classes in September or to remain more than two (2) days after class sessions or examinations end in June.

This, however, is not intended to preclude any arrangement to the contrary, if mutually agreeable between teachers and administrators involved.

- C. The calendar governing the operation of the Grand Blanc Community Schools will be negotiated annually, subject to the following regulations:
1. The calendar as established annually shall become Appendix B of this contract.
  2. If conditions warrant, the calendar as established will be adjusted by the Board of Education for purposes of obtaining State Aid.

Article IV (continued)

3. School will recess for Thursday and Friday of Thanksgiving Week.
  4. Christmas recess will include December 22, 23, 24, Christmas Day and the week between Christmas and New Years Day.
- D. Daily Association business shall be conducted in such manner as will not interrupt the educational process, except that if it occurs that a teacher is engaged during the school day in negotiating in behalf of the Association with any designated representative of the Board, or participating in any professional grievance negotiation with said representative of the Board, including arbitration, providing arbitration is agreed to, such teacher shall be released from regular duties without loss of salary.
- E. Any member of the Association who is involved in any multi-district, regional or state professional meeting, by virtue of position, which must be certified in advance to the Administration, such as local president, vice-president, representative assembly delegate, association representatives and state committee members will, if feasible from a practical standpoint, be excused to attend such meetings without loss of pay provided approved coverage for the teacher involved shall be furnished where needed by the Association and without cost to the Board.

Reasons for any refusal shall be furnished upon the request of the Association.



ARTICLE V

Teaching Hours

*High School*

A. Secondary Schools

1. Teachers shall be required to report to assigned places or duties no earlier than fifteen (15) minutes prior to the time students are required to report to their first assignment and/or homeroom.
2. Teachers may leave their assigned places or duties five (5) minutes after the dismissal of students subject to provisions in Paragraph C of this Article.

B. Elementary Schools

1. Teachers shall be required to report to assigned places or duties no earlier than thirty (30) minutes prior to the time students are required to report to their first assignment and/or classroom.
2. Teachers may leave their assigned places or duties five (5) minutes after the dismissal of students subject to provisions in Paragraph C of this Article.

C. The Association and the Board of Education recognizes the principle that positions of a professional nature are not normally confined to teaching hours.

While the above teaching hours may define the normal teaching load, it is also recognized that there will be professional obligations which must be met without additional professional compensation.

It is recognized that the school day is within reason considered to last as long as is necessary to meet the needs of the student, parent or administration.

*Reasonable*

*not negotiated*

The obligations include, but are not necessarily limited to: parent-teacher conferences, consultations with administrators, assisting and/or supervising children after the regular school hours. Participation in evening activities which relate to or strengthen the school's educational

Article V (continued)

program shall be determined by the Administrator after consultation with the Building Association Representative.

- D. All teachers shall be entitled to a duty-free lunch period of at least thirty(30) minutes and more if practical.

ARTICLE VI

Teaching Loads and Assignments

- A. The normal weekly teaching load in the senior high school will be twenty-five (25) teaching periods and five (5) periods which shall be used for purposes of a professional nature, except that Department Chairmen, where established by the Board, will have twenty (20) teaching periods and ten (10) periods which shall be used for purposes of a professional nature. The normal weekly teaching load in the junior high schools will be thirty (30) teaching periods and five (5) periods which shall be used for purposes of a professional nature except that Department Chairmen, where established by the Board, will have twenty-five (25) teaching periods and ten (10) periods which shall be used for purposes of a professional nature.

At the elementary school level, the Board agrees to continue the practice of providing a minimum of one thirty (30) minute period each day, for purposes of a professional nature (K-5) ~~as long as financially practical.~~ Included in this group will be the regular classroom teacher, and vocal music teachers, and physical education teachers. Any teacher assigned during his or her normal preparation period will be reimbursed at the rate of \$5.00 per hour in addition to the regular salary.

Article VI (continued)

No departure from these norms, except in case of emergency or experimental programs shall occur without prior consultation with the Association.

- B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study.
- C. Teachers will be notified of tentative grade assignments in the elementary school grades and of subject area assignment in the secondary school grades by their principals as soon as feasible and prior to June 1, whenever practical, and if reassignment is made it will be in writing.

ARTICLE VII

Teaching Conditions

*Insert A*

*n* The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. It is also 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.

- A. Because the pupil-teacher ratio is one important aspect of an effective educational program, the parties agree that class size should be adjusted to provide an optimum teaching-learning situation wherever practical. All reasonable methods of reducing the work load caused by over-crowded classrooms will be considered and when determined necessary be implemented as

Article VII (continued)

soon as feasible. This may include but not be limited to voluntary lay assistance, combination classes and re-distribution of pupils via attendance areas.

- B. The Board recognizes that appropriate texts, library references facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The Staff and Administration will confer from time to time for the purpose of improving the selection and use of such educational tools. The Board agrees to consider, as soon as practical, recommendations made by its representatives and the Staff.
- C. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship, and a private life, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- D. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.

Article VII (continued)

- E. The parties recognize that by Public Act all employees of the Board of Education are required to present evidence of freedom from communicable tuberculosis as a condition of entering its employment and annually thereafter, including all full and part-time personnel or day-to-day substitutes, on the basis of tests conducted in accordance with Section 7 of the Act.

Such statement of freedom from communicable tuberculosis shall be filed with the employee's personnel file within fourteen (14) days after the first day of regular school sessions of each school year. Failure to comply with this provision may result in suspension without pay until fulfilled.

The Board shall pay actual cost, not to exceed \$3.00 for such T.B. examination.

ARTICLE VIII

Vacancies & Promotions

- A. Vacancies - The assignment to vacancies, affecting members of the teaching staff is the sole responsibility of the Board of Education and Administration, subject to the following:
1. Vacancies in professional positions shall be publicized by giving written notice to the Association and posting in each school building. No vacancy shall be filled, except in the case of emergency, on a temporary basis until such vacancy shall have been posted for at least ten (10) days except that during vacation periods such notice of vacancy shall be posted in the Central Office and a copy of such notice sent to the Association.
  2. Any teacher may apply in writing for such vacancy, stating his desires, qualifications and experience. In filling such vacancy, the Superintendent of Schools agrees to give due weight to the professional

Article VIII (continued)

background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors.

- B. Promotions - The promotion of members of the teaching staff is the sole responsibility of the Board of Education and Administration, subject to the following:
1. Vacancies or openings for positions of supervisory, administrative, or executive nature shall be publicized as under Section 1 of Paragraph A of this Article.
  2. It shall be the policy of the Board of Education and the Administration jointly to consider members of the teaching staff who have properly applied for such vacancies or openings. The Superintendent of Schools and/or Board of Education shall give due consideration to all candidates for such vacancies or openings whether from within or without the school system.
- C. "Service" in the school system shall, for purposes of this Agreement, mean continuous employment, under contract as a certified member of the Staff, but shall exclude all periods when the teacher was on leave of absence unless otherwise provided in this Agreement.

ARTICLE IX

Transfers

- A. Since the frequent transfers of teachers from one school to another may be disruptive to the educational process and interfere with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible, and that no transfers shall occur for purposes of punishment. When, however, personnel are transferred by administrative action, reasons for the transfer will be presented in writing to the Grand Blanc Education Association and the teacher involved, where requested.

Article IX (continued)

- B. The parties recognize that changes in grade assignments in the elementary schools, changes in subject assignments in the secondary school grades, and transfers between schools will be necessary. While the right of determination to assign or transfer a teacher is vested in the Board, the Board or its representatives will not, in any case, assign or transfer a teacher without prior discussion with said teacher. Such transfers in changes of assignments shall be at a voluntary basis whenever possible. In making involuntary assignments or transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils.
- C. In the event that transfers of teachers appear to be necessary, lists of available positions in other schools shall be posted in the same manner as provided in Article VIII.
- D. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

ARTICLE X

Sick and Personal Business Leave

A. Sick and personal business leave will be granted to all full time certified personnel on the basis of one day for each month employed (i.e., ten (10) month employees ten (10) days; eleven (11) month employees eleven (11) days; twelve (12) month employees twelve (12) days) accumulative to ninety (90) days;\* the year's total days of sick leave to be allotted at the beginning of each school year. In cases where the employee leaves the school system before the completion of the year, a deduction will be made from the final pay if necessary.

Leave may be used as either personal business leave, to a maximum of two (2) days yearly not accumulative, or sick leave.

Sick leave will be granted for the following reasons:

1. Personal illness.
2. Quarantine of teacher in case of contagious disease, such quarantine having been imposed by the health authorities.
3. Illness or death in the teacher's immediate family - the immediate family to be defined as parents, sisters, brothers, spouse and/or children.
4. In case of death of another member of the family, or in case of other unusual circumstances, absence may be allowed by the Superintendent, upon request, and at his discretion.

One personal business day, in addition to those stated above and not accumulative, shall be granted.

\* Not more than sixty-five (65) days shall apply to one consecutive absence. Any remaining balance above the sixty-five (65) days shall be reinstated as accumulative sick leave at the time the employee returns to work.



Article X (continued)

No personal business days shall be granted immediately preceding or following a holiday or vacation period without just cause.

Personal business leave must be applied for in writing, with specific reasons, in advance of the absence for the building principal's approval. If the matter is of an extremely personal nature, the individual shall so state in his initial request, in lieu of specific reasons. Personal business will include the following areas:

1. Court cases;
2. Legal personal business;
3. Other matters allowable at the discretion of the Superintendent.

- B. There shall be established a reserve of sick leave days for restricted use, by members of the staff covered by this contract, in cases of emergency or exceptional need.

Said sick leave "bank" shall be established by applying a rate of one day per staff member covered under this contract as employed on the fourth Friday following the beginning of school each fall. These days shall not be accumulative from year to year.

The use of days from the sick leave "bank" shall be closely regulated and use granted only after approval by a committee composed of representatives, equal in number, appointed by both the Board and Association. The exact composition of such committee and procedure for administering this "bank" shall be mutually agreed upon by the Board and Association.

In no case shall the number of days granted any individual exceed sixty

Article X (continued)

(60) days. (See Article XIII, Insurance Protection.)

- C. The Board shall have the right to take appropriate disciplinary measures in those instances in which an employee shall knowingly give false reason (s) for requesting sick or personal business leave.

ARTICLE XI

Leaves of Absence

- A. Leaves of absence without pay shall be granted upon application and approval of the Administration and Board of Education for the following purposes:
1. Study related to the teacher's areas of certification.
  2. Study to meet eligibility requirements for a certificate other than that held by the teacher.
  3. Study, research or special teaching assignments involving probable advantage to the school system.

The regular salary increment occurring during such period shall be allowed, except where such study is required to retain a valid teaching certificate.

- B. A teacher holding a tenure contract will be granted a maternity leave renewable for five (5) years. A request to renew the leave for each year must be made annually to the Superintendent prior to the expiration date of each preceding years' leave.

A teacher who has been granted a maternity leave will be reinstated at the first available opening for which she is certified. No increment credit for such leave shall be allowed on the salary schedule. Salary shall be determined by placing the reinstated teacher on the salary step attained when

Article XI (continued)

maternity leave was granted.

The Superintendent, through the Principal, will be notified immediately upon verification of the pregnancy. This notification will be accompanied by a doctor's certification of expected date of birth.

The teacher will be allowed to teach until four months prior to the expected birth date of the child, provided the teacher demonstrates the physical and emotional capabilities to teach. The teaching period may be extended at the discretion of the Superintendent.

Without the approval of the Superintendent, a teacher may not knowingly begin a school year in a pregnant condition. Violation of this clause will be grounds for immediate dismissal.

- C. Leave of absence may be granted of up to two years to any teacher who joins the Peace Corps, Job Corps, or National Teacher Corps as a full-time participant in such programs. Any period so served may be treated as time taught for purposes of the salary schedule set forth in Appendix A of this Agreement.
  
- D. Pursuant to Section 572 of the School Code of 1955, teachers who have been employed for seven consecutive years may be granted a sabbatical leave for one year. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board and may be paid his full annual salary rate or part thereof.

A teacher, upon returning from a sabbatical leave, shall be restored to his former position or to a position of like nature and status. Any period

Article XI (continued)

spent on sabbatical leave shall be treated as teaching service for purposes of applying the salary schedule set forth in Appendix A of this Agreement.

- E. Teachers who are officers of the Association or are appointed to its staff shall, upon proper application to the Administration, be given leave of absence without pay for the purpose of performing duties for the Association.
- F. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States while in the employ of the Board. Teachers on military leave shall be given the benefit, up to four years of military service, of any increments which would have been credited to them had they remained in active service to the school system.
- G. The Board may grant a leave of absence without pay to any teacher to campaign for, or serve in, a public office. Increment may be granted upon approval of the Board of Education.

ARTICLE XII

Terminal Leave

In appreciation for services rendered to the School District, a terminal leave payment will be offered, except in case of discharge, in proportion to years of service in the District. Notice of intent to terminate services shall be given as soon as practical and at least sixty (60) days prior to the opening of the next school year.

Article XII (continued)

Such terminal leave payment shall be in accord with the following schedule:

<u>Completion Of:</u>	<u>Amount</u>
10 - 14 years	\$15.00 per year
15 - 19 years	25.00 per year
20 years or more	50.00 per year

In no event shall the terminal leave sum exceed \$1,000.00 maximum to any individual.

*cc Begun letter  
Insert #1*

ARTICLE XIII

Insurance Protection

A. The Board shall contribute toward comprehensive hospitalization and medical protection (MEA or Blue Cross) to the teacher and his immediate family as follows:

1. Premium payment in full for a single individual employee policy. (Base: Blue Shield MVF-1, Semi-Private)
2. Premium payment in full for a two person policy. (Base: Blue Shield MVF-1, Semi-Private)
3. Premium payment in full for family coverage where the employee is the "head of a household". (Base: Blue Shield MVF-1, Semi-Private)
4. Premium payment by the Board shall in no case exceed the base as described above and shall not include any "F" or "S" riders. *average deposit*
5. Any person covered by hospitalization and/or medical protection provided by other employers shall not be eligible for paid hospital or medical protection under this Agreement or any contribution or payment in lieu thereof.

B. The Board shall provide without cost to the teacher Long Term Disability Insurance assuring payment to the teacher in the event of long term disability a monthly income benefit equal to 60% of basic monthly earnings

Article XIII (continued)

to age sixty-five (65). The long term disability benefit period will start after thirteen (13) consecutive weeks of total disability in accordance with the terms of said policy.

*and here*

ARTICLE XIV

Teacher Evaluation and Discipline

- A. The performance of all teachers shall be evaluated in writing utilizing the forms and procedures established by the Board of Education as of July 1, 1968.
- B. All observation of a teacher shall be conducted openly and with full knowledge of the teacher. The evaluation of teachers shall employ established criteria and be based upon direct observations and personal contact with the person being evaluated.
- C. Each teacher shall have the right upon request to review the contents of his own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The review shall be made in the presence of the Administrator responsible for the safe-keeping of these files or someone designated by him. It shall be the responsibility of the Administrator to remove materials of a confidential nature in the presence of the teacher and/or his representative prior to review of the file by the teacher.
- D. Any teacher involved in any conference concerning a reprimand, warning, or disciplinary action shall be given, upon written request made within one week of such conference, a written statement of the proceedings of that

Article XIV (continued)

conference. If the teacher wishes, he may request an Association Representative to attend a subsequent meeting or meetings, if the teacher believes that the record does not accurately reflect the proceedings of the original conference.

- E. No teacher shall be disciplined, including reprimand, suspension with or without pay, demotion or discharge, without just cause. In the case of the discipline of a tenure teacher within the meaning of The Michigan Teacher Tenure Act, just cause shall be determined under that Act.
- F. Discipline of teachers shall be subject to the grievance procedure, provided, however, that: (1) as to probationary teachers, the Board may give such notices of unsatisfactory work and such other notices as shall be required or permitted by The Michigan Teacher Tenure Act during the pendency of any grievance, and (2) as to teachers on tenure or continuing contracts pending grievances shall be dismissed upon filing of written charges under The Michigan Teacher Tenure Act; and the Tenure Act shall thereafter govern all proceedings against the teacher.

ARTICLE XV

Protection of Teachers

- A. Since the teacher's authority and effectiveness in his classroom is related to his ability to render sound judgments and prescribe reasonable solutions to problems, the Board and Association recognize their respective responsibilities in lending all reasonable support and assistance to teachers with respect to maintaining control and discipline in the classroom. A teacher's judgment shall prevail in matters of disciplining students within his area

Article XV (continued)

of responsibility except in those cases where the judgment rendered is not defensible in the opinion of the administrator involved. Such administrator shall then have the right to modify or overrule the teacher's judgment. Where practical, the administrator shall confer with the teacher prior to making such determination. The correctness of the opinion as to defensibility may be resolved through the grievance procedure.

- B. Any case of assault upon a teacher or his property shall be promptly reported to the proper law enforcement agencies and then reported in writing to the Superintendent of Schools. The Board will render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- C. If any teacher is complained against or sued by reason of action taken by the teacher while discharging his duties, except in the case of corporal punishment, the Board will provide protection as defined in existing, or like, liability policy which shall remain in existence for the duration of this contract.
- D. A close and agreeable association between administrators, teachers, students and parents can contribute to the effectiveness of the teaching situation. When an instance of complaint against a teacher by a parent or student occurs, administrators will reserve any judgment against a teacher until the problem has been discussed with the teacher involved unless impractical.
- E. Before acting against a teacher as a result of a specific complaint, the administrator will have the complaint reduced to writing, if requested by



Article XV (continued)

the teacher involved, and will reserve action until such teacher and/or representative shall be given an opportunity, if requested, to discuss the complaint with all parties concerned at a conference arranged by the administrator.

- F. The Board will reimburse a teacher, who while on duty, suffers loss, damage or destruction of personal effects in his immediate possession, excluding instructional materials, due to acts against him resulting from discharge of his duties and provided such loss shall not be the result of his negligence or misconduct, and provided it shall be promptly reported in writing and substantiated to the administrator in charge. Personal effects as used in this paragraph means effects normally carried on one's person, such as a watch, ring, etc.

ARTICLE XVI

Negotiation Procedures

- A. It is agreed that matters not specifically covered by this Agreement but of common concern to the parties may be subject to professional negotiations between them during the period of this contract upon mutual agreement between the Board of Education and the Association Executive Board. The parties will cooperate in arranging meetings within two (2) weeks of such mutual agreement.
- B. In the event the salary schedule is reopened for negotiation, by either party, as provided in Article IV, Paragraph A of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least sixty (60) days prior to the expiration of this Agreement,

Article XVI (continued)

the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

- C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district, except that the Association shall not use or allow to be present in any capacity an officer or member of any labor organization other than those of the local, state and national associations affiliated with the local education association during the life of this contract. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of Association members voting, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject to such ultimate ratification by both parties.

ARTICLE XVII

Grievance Procedure

A. Definitions

1. A "grievance" is a claim based upon an event or condition which pertains to the interpretation or application of this contract or a complaint based on an event or condition not specifically covered by this contract.
2. The "aggrieved person" is the person or persons making the claim.

Article XVII (continued)

3. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this contract.
4. 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.
5. The term "days" shall mean calendar days.

B. Purpose

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

C. Structure

1. There shall be at least one Association Representative and not more than a ratio of one for each twenty (20) staff members or major fraction thereof for each school building and special service department to be selected in a manner determined by the Association.
2. The Association shall establish a Professional Rights and Responsibilities Committee, which shall be broadly representative and which shall serve as the Association Grievance Committee. In the event that any Association Representative or any member of the PR & R Committee is a party in interest to any grievance, he shall disqualify himself and a substitute shall be named by the Association.
3. The Building Principal shall be the Administrative Representative when the particular grievance arises in that building, unless otherwise determined by the Superintendent of Schools.
4. The Board of Education hereby designates the Superintendent of Schools, or someone designated by him, as its representative when the grievance arises in more than one school building.

Article XVII (continued)

D. Procedure

Before entering into the following prescribed grievance procedure, it is the desire of the Association and Administration that effort has been made to resolve the problem through direct verbal communication and discussion between the parties involved. The presence of an Association Representative may be requested.

The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended or reduced by mutual consent.

If the grievance is filed on or after June 1, the time limits may be reduced by mutual consent, if practical, in order to affect a solution prior to the end of the school year.

1. Level One - a teacher with a grievance shall submit it, in writing, to his immediate supervisor or principal; individually, together with his Association Representative or through the Association Representative. A decision shall be rendered, in writing, within five (5) days after presentation of the grievance.
2. Level Two
  - a. In the event the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance, he may file an appeal with the supervisor rendering such a decision and with the Association PR & R Committee.
  - b. Within five (5) days of receipt of the request to appeal, the PR & R Committee shall decide whether or not there is a basis for appeal. If the committee decides that no grievance exists and so notifies the claimant, the teacher may continue to process his claim without Association support. If the committee decides there is legitimate grievance, it shall immediately process the claim with the Superintendent of Schools, within the time limitations set forth in Paragraph G-7 of this Article.

Article XVII (continued)

3. Level Three - In the event the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) days from receipt of grievance by the Superintendent, he may refer the grievance through the PR & R Committee, to the Board of Education's Review Committee. This committee shall be composed solely of members of the Board of Education. Within ten (10) days from receipt of the written referral by the Board, its Review Committee shall meet with the Association's PR & R Committee Chairman and the Association's Negotiating Team for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision shall be rendered within ten (10) days.
  
4. Level Four - In the event the grievance is not satisfactorily resolved at Level Three, or if no decision is reached within the ten (10) day period, the grievance, if a matter covered by this contract, may immediately be transmitted by the aggrieved party to the American Arbitration Association unless another arbitrator is mutually agreed upon. If the matter is not covered by this contract, it shall be referred to an arbitrator, if mutually so agreed within fourteen (14) days from appeal from Level Three, and if not so mutually agreed then the dispute may be referred by the aggrieved party to the State Mediation Board for mediation. The decision of the arbitrator shall be final and binding upon the parties to the arbitration. The arbitrator's fees and expenses shall be shared equally by the Association and the Board of Education. Any other expenses, i.e. witnesses, etc., shall be borne by the party incurring such expenses. If the Association is not involved then the party involved shall bear such cost instead of the Association.

E. The Board of Education and/or the Superintendent of Schools shall have the right of initiating a grievance. Any such grievance shall be initiated at Level Two and follow the established grievance procedure.

F. Rights to Representation

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

Article XVII (continued)

G. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice or record. If, in the judgment of the Association Representative or the PR & R Committee, a grievance involves a policy matter or affects a group of teachers, the PR & R Committee may initiate and process the grievance at any appropriate level.
2. Grievances submitted and decisions rendered at all levels shall be in writing and shall promptly be transmitted to all parties of interest.
3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
4. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
5. Forms for filing and processing grievances shall be designed by the Superintendent and the PR & R Committee, shall be prepared by the Superintendent, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
6. Access shall be made available to all parties, places, and records for any information necessary to the determination and processing of a grievance, except when such information is of a confidential nature.
7. Any grievance not appealed from a decision at any level of this procedure within ten (10) days from the date of such decision, shall be considered settled. No further appeal shall be made unless by mutual agreement, where extenuating circumstances merit such consideration.
8. Both the Association and the Board of Education recognize that the primary objective of the parties to this contract is to insure, protect, continue and improve the high quality of education in the Grand Blanc School District. This requires good relations and cooperation between the Board, the Administration, and Association, and the Staff to attain efficient and uninterrupted operation of the facilities and functions of the school system. This grievance procedure is established to provide a peaceful and orderly method for the resolution of disputes. The parties hereby agree to process all disputes subject to the grievance procedure in the manner set forth herein, and agree that no demonstrations, public release or displays of information, or any action tending to disrupt the normal operation of the school system, be initiated, participated in or condoned by either party in connection with such disputes until the grievance procedure has been exhausted.

ARTICLE XVIII

Academic Freedom

Should it become necessary for the Board of Education to consider changing the policy on academic freedom as it presently exists, the Association will be so notified and a conference arranged prior to adoption of any such changes.

ARTICLE XIX

Association Membership & Professional Dues

A. All teachers, as a condition of continued employment, shall:

1. Sign and deliver to the Association an assignment authorizing payroll deductions of membership dues and assessments of the Association (including the National and Michigan Education Associations). Such authorization shall continue in effect unless revoked in writing.

OR

2. Remit to the Association in lieu of the above the total annual amount of such professional dues.

OR

3. Cause to be paid to the Association by the process described in either Paragraph (1) or (2) above, a representation fee equivalent to the dues and assessments as described.

In the event such representative fee shall not be paid, within sixty (60) days after commencement of the teachers' school year, the Board, upon receiving a signed statement from the Association certifying the teacher has failed to comply with this condition and that the teacher has been so notified by the Association, shall immediately notify said teacher that his services shall be discontinued at the end of the current school year providing such action is not contrary to state law. The refusal of said teacher to contribute fairly to the costs of negotiation and administration of this Agreement is recognized as just and reasonable cause for termination of employment.

4. It is expressly understood that teachers newly employed by the Board are exempted from the condition described Paragraph (3) above for their first year of employment.
5. Payroll deduction of professional dues and assessments shall be in accordance with the conditions set forth in Article I, Paragraph C.

ARTICLE XX

Duration of Agreement

This Agreement shall be effective as of August 26, 1968, and shall continue in effect until the 31st day of August, 1970. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

For the Grand Blanc Education Association  
Chapter of M.E.A.

For the Board of Education,  
Grand Blanc Community Schools

-----  
(President)

-----  
(President)

-----  
(Vice-President)

-----  
(Vice-President)

-----  
(Secretary)

-----  
(Secretary)

-----  
(Treasurer)

-----  
(Treasurer)

-----  
(Chairman, Negotiating Committee)

-----  
(Trustee)

-----  
(Trustee)

-----  
(Trustee)



APPENDIX A

Salary Schedule

Grand Blanc Community Schools

<u>Step</u>	<u>BA</u>	<u>BA + 18</u>	MA or <u>BA + 40</u>	MA + 15 or <u>BA + 45*</u>	Specialist** or <u>BA + 70*</u>
1	\$6,675	\$7,009	\$7,359	\$7,727	\$8,113
2	7,009	7,359	7,727	8,113	8,519
3	7,359	7,727	8,113	8,519	8,945
4	7,727	8,113	8,519	8,945	9,392
***5	8,263	8,669	9,095	9,542	10,012
6	8,676	9,102	9,550	10,019	10,513
7	9,110	9,557	10,028	10,520	11,039
8	9,566	10,035	10,529	11,046	11,591
9		10,537	11,055	11,598	12,171
10			11,608	12,178	12,780

This schedule is a 5% cumulative index.

\*Must include the MA Degree.

\*\*Specialist or equivalent.

\*\*\*Includes 5% index plus \$150.00.

NOTE: Persons newly employed shall be given credit for actual teaching experience previously rendered up to and including eight (8) years.

Summer Program Rates

Driver Education	\$ 34.80 per pupil
Summer Recreation	115.75 per week
Summer School, Curriculum Assignments, etc.	110.25 per week

Hours and conditions of employment to remain as established in previous years' programs.

APPENDIX A

Provisions for Special Classifications

The specified increments will be applied to the appropriate step as indicated on the Teachers Salary Schedule negotiated in the Master Contract for the following:

Teachers of Mentally Handicapped and Emotionally Handicapped, Teacher-Counselors for the Physically Handicapped and Speech Therapists 6%

Visiting Teacher (social worker) 8%

Diagnostician 10%

Teacher Consultants 10%

Teacher-Coordinators of Distributive Education Recognition of the required two years of trade experience for certification in this field will be accomplished by equating the work experience as representing one full year of teaching experience and making the corresponding adjustments on the established salary schedule.

*Counselors*

APPENDIX A

Index Schedule - Athletics

<u>ACTIVITY</u>		<u>INDEX</u>
<u>Football - Varsity</u>	Head Coach	12%
	Assistant Coach	7%
	Assistant Coach	7%
<u>Football - Reserve</u>	Head Coach	7%
	Assistant	6%
	Freshman	5%
	Freshman	5%
<u>Football - Junior High</u>	Coach and Scout	5%
	Coach and Scout	5%
	Coach and Scout	5%
<u>Basketball - High School</u>	Head Coach	12%
	Reserve Coach	7%
	Freshman	5%
<u>Basketball - Junior High</u>	Coach	5%
	Coach	5%
<u>Baseball - High School</u>	Head Coach	8%
	Reserve	6%
<u>Baseball - Junior High</u>	Coach	5%
	Coach	5%
<u>Track - Senior High</u>	Head Coach	8%
	Assistant	6%
	Cross Country	6%
<u>Track - Junior High</u>	Coach	5%
<u>Golf - High School</u>	Coach	5%
<u>Wrestling - High School</u>	Head Coach	8%
<u>Swimming - High School</u>	Head Coach	8%
	Assistant	6%
<u>Tennis - High School</u>	Varsity Coach	5%
<u>Girls Basketball - High School</u>	Head Coach	6%
	Assistant	5%
	(OR) Coach - Varsity & Reserve	7%
<u>Girls Softball - High School</u>	Coach	5%

Appendix A - Index Schedule Athletics (continued)

<u>ACTIVITY</u>		<u>INDEX</u>
<u>Trainer - High School</u>	Trainer (3 seasons)	8% (full year)
<u>Athletic Business Manager - High School</u>	Business Manager	5%
<u>Cheerleader Coach</u>	Coach	5%
	Coach	5%
<u>Intramural</u>	High School	5% (per semester)
	Junior High	5% (per semester)

APPENDIX A

Extra Duty Pay

The following percentages are based on the 1967-68 salary base of \$6,150.00. For succeeding years, the percentage figure is applied to the base salary, beginning step, B.A. schedule, of the salary schedule in effect at the beginning of the preceding year.

<u>ACTIVITY</u>		<u>PERCENTAGE</u>	
I. <u>Classes</u>	Senior #1	9	
	Senior #2	9	
	Junior #1	3	
	Junior #2	3	
	Sophomore #1	2 1/2	
	Sophomore #2	2 1/2	
	Freshman #1	2	
	Freshman #2	2	
	II. <u>Plays and Operettas</u>	Senior Play	2 1/2
		Junior Play	2 1/2
*Vocal Music		5	
*Operetta		3	
*Band		5	
*Operetta		3	
*Drama-Thespian		2	
*Operetta	3		
III. <u>Science</u>	*Future Science	2 1/2	
	*Radio	2 1/2	
	*Photography	2 1/2	
IV. <u>Debate and Forensics</u>		5	
V. <u>Arts and Languages</u>	French	2	
	German	2	
	Spanish	2	
	Latin	2	
VI. <u>Vocational</u>	*Future Homemakers #1	2 1/2	
	*Future Homemakers #2	2 1/2	
	Future Teachers (Cadet)	2	
	*Future Farmers	5	

Appendix A - Extra Duty Pay (continued)

<u>ACTIVITY</u>	<u>PERCENTAGE</u>
VI. <u>Vocational</u> (continued) *4-H Club #1	5
Health Careers (Future Nurses)	2
VII. <u>Services &amp; Miscellaneous</u> *Assembly	2 1/2
Honor Society	2 1/2
SLAMM	1
Students for Independent Thought	2
Bobcat Banner & Echo	6
*Sr. High Ski	2
*Jr. High Ski	2
Student Activities	
Sr. High Student Council	\$500.00
Jr. High Student Council	2
Elementary Student Council	2
Department Chairman	5
Varsity Club	2
UN Club	2
Chairman of Adult Education	\$300.00 per 10 week session
VIII. <u>New Clubs</u>	

The first year of function of a "new" club shall be at a rate of 2% pro-rated as to the length of time such club has functioned as a recognized club. Reimbursement for subsequent years shall be negotiated at the next opening of negotiations.

IX. Bus Duty

Teachers volunteering to work bus duty shall be paid at the rate of \$2.50 per day per teacher. If a sufficient number of volunteers are not available, bus duty will be assigned to all teachers on a rotating basis at the rate of \$2.50 per teacher per day. The administration shall establish the number necessary for supervision in each building.

\*Denotes splitting of sponsorship optional.

APPENDIX B

School Calendar  
1968-69  
Grand Blanc Community Schools

September 3, 1968	Tuesday	Teacher Orientation
September 4, 1968	Wednesday	A.M. - Orientation P.M. - Students
September 5, 1968	Thursday	A.M. - Students P.M. - Orientation
September 6, 1968	Friday	Full Day Session
September 9, 1968	Monday	Kindergarten Begins Special Education Classes Begin
September 13, 1968	Friday	No Kindergarten A.M. - Students P.M. - Orientation
October 10, 11, 1968	Thursday and Friday	Classes Dismissed Teachers' Institute
November 8, 1968	Friday	First Marking Period Ends
November 13, 1968	Wednesday	Elementary Report Cards Issued
November 15, 1968	Friday	Secondary Report Cards Issued
November 28, 29, 1968	Thursday and Friday	Thanksgiving Recess
December 20, 1968	Friday	Christmas Recess, Classes Dis- missed At Close of School Day
January 6, 1969	Monday	Classes Resume
January 24, 1969	Friday	Second Marking Period Ends
January 29, 1969	Wednesday	Elementary Report Cards Issued
January 31, 1969	Friday	Secondary Report Cards Issued
April 3, 1969	Thursday	Third Marking Period Ends

Appendix B - School Calendar (continued)

April 3, 1969	Thursday	Easter Recess, Classes Dis- missed At Close of School Day
April 14, 1969	Monday	Classes Resume
April 16, 1969	Wednesday	Elementary Report Cards Issued
April 18, 1969	Friday	Secondary Report Cards Issued
May 30, 1969	Friday	Memorial Day Recess
June 8, 1969	Sunday	Baccalaureate
June 9, 1969	Monday (High School Only)	A.M. - Examinations P.M. - No Students
June 10, 1969	Tuesday (High School Only)	A.M. - Examinations P.M. - No Students
June 11, 1969	Wednesday	Elementary & Junior High Stu- dents Dismissed At Noon
June 12, 1969	Thursday	Teachers Work On Final Records
June 12, 1969	Thursday	Commencement
June 13, 1969	Friday	Teachers Dismissed At Noon



ACADEMIC FREEDOMPOLICY

- . . . It shall be the policy of the Grand Blanc Community Schools to provide a climate of intellectual freedom in which the free flow of ideas and ablest instruction are absolute requirements.
- . . . Freedom of inquiry is necessary for a democratic government to function successfully. Students of today must be free to learn and to think, each for himself at the level of his maturity, about the concerns and problems of his intellectual, classic and contemporary, according to the students' maturity, that will enable them to understand and appreciate the ways, customs and problems of all peoples at all times. Students who are properly taught will become discriminating readers, listeners, and thinkers, as well as effective participants in our society.
- . . . Without this freedom for the student and the teacher, effective social intelligence and intellectual integrity cannot be realized.

ADMINISTRATIVE REGULATIONS

## I. Statement Of Purpose

There will be an academic freedom committee whose purpose, composition, and function will be as follows: It shall be the purpose of the Academic Freedom Committee to weigh the facts of the cases presented to it in writing, and to render a decision in writing on the basis of a majority vote of the Committee. These decisions will be of two types: One, recommendatory to the Superintendent of Schools; Two, advisory to members of the professional staff or Board of Education, through the Superintendent of Schools.

## II. Composition Of The Academic Freedom Committee

Chairman: Deputy Superintendent in charge of Instruction, who will have no vote in decision making, except on the occasion of a tie vote of the Committee.

Members: A. Under direction of the GBEA Board, six teachers, one of which shall be a librarian, are to be chosen by their peers. Those teachers are to be apportioned as follows:

Two high school teachers, each from a different subject area.

Two junior high school teachers, each from a different subject area.

Two elementary teachers, each from a different school.

- B. Under direction of the Superintendent of Schools, four administrators are to be selected.

A quorum will consist of seven committee members.

Consultants: The committee may call upon on-staff specialists or others to serve in an advisory capacity if, in the judgment of the Committee, circumstances warrant.

### III. Academic Freedom Procedures

The administration shall have the right to order the teacher to cease and desist the practice under question until such time as the Committee shall meet and render its decision. The Committee shall render its decision within seven days unless this time is extended by mutual consent of the Committee and the teacher involved. The cease and desist order shall be in writing with copies forwarded to the teacher involved and the chairman of the Committee.

#### A. Recommendatory Functions

First step: Any complaint by an interested party must be routed to the school principal, who will explain the Academic Freedom Policy to the complainant. The principal will then take action as outlined in the Master Contract, Article XIV, Section E.

Second Step: As outlined in the Master Contract, Article XIV, Section F, if the complainant is not satisfied with the results of his discussion with the principal, the principal will inform the complainant that the matter will be pursued further only if the complaint is made in the form of a signed written statement. If such statement is received by the principal, he will provide the teacher involved with a true copy of the complaint and will forward the original to the chairman of the duly authorized Academic Freedom Committee.

Third Step: Upon receiving a duly signed complaint, the Committee shall weigh the facts of the case, and by a majority vote may make any of the following recommendations to the Superintendent:

1. The teacher be directed to change his classroom action if found derelict of responsibility.
2. If the teacher has been previously censured, a written reprimand be placed in his personnel file.

3. If the teacher has acted responsibly, no record of the incident be placed in his personnel file.
4. Any other appropriate recommendation based on the circumstances of the particular case.

Fourth Step: The complainant and the teacher against whom the complaint has been made will be informed in writing of both the recommendation of the Committee and the decision of the Superintendent of Schools.

B. Advisory Functions

1. A teacher, an administrator, the Board of Education through the Superintendent of Schools may in writing request aid from the Committee to assist in making a decision as to whether or not a certain piece of literature or an issue may be taught at a specified grade level or in a specified type of class.
2. On written request of any member of the professional staff or the Board of Education through the Superintendent of Schools the Committee may evaluate a book and recommend whether or not it should be in an Elementary, Junior High, or Senior High Library.

## CONSTITUTION OF THE GRAND BLANC EDUCATION ASSOCIATION

### Preamble:

We, the professional educators of the Grand Blanc School system, believing that the professional staff must institute its own self-government, secure proper recognition and responsibility for the professional well-being of its members, do ordain and establish this Constitution.

### Article I - Name

The name of this organization shall be the Grand Blanc Education Association, MEA-NEA, a local affiliated unit of the Michigan and National Education Associations.

### Article II - Purposes

Section 1: To work for the welfare of school children, the advancement of education, and the improvement of instructional opportunities for all.

Section 2: To develop and promote the adoption of such ethical practices, personnel policies, and standards of preparation and participation as mark a profession.

Section 3: To unify and strengthen the teaching profession and to secure and maintain the salaries, retirement, tenure, professional and sick leave, and other working conditions necessary to support teaching as a profession.

Section 4: To enable members to speak with a common voice in matters of school policy pertaining to the teaching profession and to present their common interests before the board of education and other legal authorities as provided by law.

Section 5: To cooperate with parent-teacher associations and other civic bodies having educational objectives, and to aid in interpreting to the public the problems, functions, and progress of public schools.

Section 6: To encourage teachers to exercise their rights and privileges as citizens, and to accept willingly leadership in civil affairs.

### Article III - Membership

Section 1: All professional persons employed and engaged in instruction and related instructional services who meet the active membership requirements of the Michigan Education Association may, upon payment of dues as herein provided, become active members of this Association.

Section 2: Active members of this organization shall also be members of the Michigan Education Association and the National Education Association.

Section 3: Affiliate Members. Persons employed in the schools of Grand Blanc who are not eligible to become active members may upon payment of dues enroll as affiliate members with all rights and responsibilities of active members except the right to vote, to hold office, or to represent the Association.

#### Article IV - Officers and Board

Section 1: Officers. The officers of the organization shall consist of a President, Vice President, Immediate Past-President, a Secretary, a Treasurer, delegates to the Region Council, and delegates to the MEA Representative Assembly. Terms of officers shall be for one year except that the delegates to the Representative Assembly shall be elected for two year terms.

Section 2: Governing Body. There shall be a governing body known as the Executive Board, which shall consist of the officers, standing committee chairmen, association representatives, and a member of the Association negotiating team who shall serve ex officio.

Section 3: Replacements. Any member of the Executive Board who is absent from three consecutive regular meetings of the Board shall no longer be considered a member of the Executive Board, and the position shall be declared vacant. Vacancies in office shall be filled according to procedures provided in the Bylaws.

#### Article V - Professional Negotiation

All negotiations with the board of education on matters of salary and conditions of professional practice shall be in compliance with Michigan Public Acts 282 and 379, 1965, any subsequent acts, Labor Mediation Board rulings, and court decisions. No administrator and/or supervisory personnel shall be involved with the establishment of goals, deliberations, or negotiations of teachers comprising the bargaining unit.

#### Article VI - Direct Legislation

Initiative and Recall. The rights of popular initiative and recall shall rest with the active membership of the Association. Upon receipt of a petition signed by 15% of the active membership of the Association, the secretary shall announce a general meeting within 15 calendar days for the purposes presented in the petition. A majority of total active membership shall be required for its adoption, which shall take effect thirty days later.

#### Article VII - Amendment

Amendments to this constitution may be introduced at any regular meeting of the Executive Board, and shall be acted upon at a subsequent meeting of the membership, but not later than two subsequent regular meetings. A copy of the proposed amendment, together with the

recommendations of the Executive Board, shall be sent to each member of the Association, after which it shall be submitted to a vote of the Association. A two-thirds affirmative vote of those voting is required to adopt the proposed amendment which shall become effective immediately upon adoption unless otherwise provided.

Article VIII - Ratification of Constitution

This constitution shall become effective when adopted by a two-thirds affirmative vote of members present at a general meeting of the Association.

## BYLAWS

### I. Rules:

Robert's Rules of Order Revised shall be authority on all questions of procedure not specifically stated in this constitution and bylaws.

### II. Meetings:

1. Monthly general membership meetings shall be held. The day of the week and time shall be designated by the Executive Board at its first regular meeting. (In the fall).
2. The President or Executive Board shall have the power to call special meetings. The business to come before a special meeting shall be announced to the membership in advance.
3. The Executive Board shall meet monthly. The day, time, and place shall be designated by the President with the concurrence of the board.
4. The order of business for general membership meetings shall be determined by the Executive Board.

### III. Quorum:

For the transaction of business a quorum shall consist of a majority of the membership of the body.

### IV. Duties of Officers:

President: The President presides over meetings, appoints members of standing committees, subject to approval of the Executive Board, is an ex officio member of all committees, represents the Association before the public, is an executive officer of the Association, and performs all other functions attributed to this office.

Vice-President: The Vice-President shall serve in the President's absence, work with one or more standing committees as delegated by the President. The Vice-President may be a candidate for the position of President at the next election for that office.

Immediate Past-President: He shall advise the Executive Board and assist the President as requested.

Secretary: The Secretary shall keep accurate minutes of all meetings of the Association and Executive Board, maintain official files, and assist the President with Association correspondence.

Treasurer: The Treasurer shall hold funds of the Association and disburse them according to decisions of the Executive Board, maintain roll of members, keep accurate accounts of receipts and expenditures, report

to each meeting of the Association and Executive Board, prepare annual financial statement for membership, keep President and Executive Board informed of financial condition of the Association, and assist in drafting an annual budget.

Region Council Delegates: They shall present oral reports (or written report) of region council activities at each meeting of the Association.

Representative Assembly Delegates: They shall keep Association alert to significant actions by the state association, and identify and convey membership concerns relative to issues to be presented to the Representative Assembly. One of the delegates shall serve as chairman of the Resolutions Committee.

V. Powers of the Executive Board:

Upon the Executive Board shall rest the duties, responsibilities and final authority for conduct of the Association in all matters except as provided in the constitution and bylaws; the Board may at any time refer matters to the general membership for consideration.

VI. Association Representatives:

1. Election: AR's shall be nominated and elected from each building in the system on the basis of one AR for each twenty members or major fraction thereof, allowing each building at least one AR. AR's shall serve two year terms so arranged that not more than one-half of their terms expire each year.

2. Duties: AR's shall attend regular meetings of the Executive Board, call meetings of building membership to discuss Association business, supervise the enrollment of members in buildings, provide communication between members and the Executive Board, and represent members and the Association in grievance procedures.

3. Qualifications: United Association membership of at least six months prior to election as AR.

VII. Committees:

1. Classification: Standing committees shall consist of the following: (1) Publications and Public Relations; (2) Legislation and Political Action; (3) Economic Policy; (4) Instructional Policies; (5) Professional Rights and Responsibilities; (6) Professional Negotiations Advisory Committee. The size and membership of committees will be determined by the President subject to confirmation by the Executive Board.

2. Duties of Committees:

A. Publications and Public Relations: Provide continuing information through official Association publication to the membership, maintain



relations with the general public, and submit recommendations to the Executive Board and general membership.

B. Legislation and Political Action: Responsible for studying state and federal legislation and maintaining close relationships with legislators and Congressmen, promoting political awareness, objectives, and activities of the membership, and submit recommendations to the Executive Board and general membership.

C. Economic Policy: Provide information, recommendations, and related economic information, and submit pertinent recommendations to the Executive Board and general membership.

D. Instructional Policies: Review, study, and analyze present and proposed changes in current practices and submit observations and recommendations to Executive Board and general membership.

E. Professional Rights and Responsibilities: Provide information and recommendations to Executive Board and general membership regarding tenure, ethics, related personnel policies, and assume responsibility for administering the professional grievance procedure.

F. Professional Negotiations Advisory Committee: Review, study, and analyze the current agreement between the Association and the Grand Blanc Board of Education and receive, draw up, and make recommendations to the Executive Board and general membership concerning long and short range negotiation objectives, and make specific proposals for future negotiations.

A Professional Negotiations team consisting of three members and two alternate members shall be appointed from the Professional Negotiations Advisory Committee by the President subject to confirmation by the Executive Board.

3. Special Committees: The President is authorized to appoint such other committees as the Executive Board or general membership deem advisable.

#### VIII. Nominations and Elections:

1. The President shall appoint a nominating committee with the approval of the Executive Board. The duties of this committee shall be to present nominations in writing to the membership and to provide for nominations from the floor.

2. The President shall appoint an elections committee with the approval of the Executive Board. Its duties shall be to conduct elections by secret ballot in the various buildings and to publish the results.

3. The annual elections shall take place during the first seven days of April, the exact date being set by the Executive Board. Written notice shall be sent to the membership ten days prior to the election date.

4. The officers for the ensuing year shall assume their duties as of May first.

5. Vacancies in office shall be filled by the Executive Board for the remainder of the unexpired term, except a vacancy in the office of president. A presidential vacancy shall be filled by special election within 30 days.

IX. Dues:

1. Dues of the Association shall consist of the total amount of local, state, and national dues. Dues shall be established by the membership and added to state and national dues.

2. Special assessments may be authorized by the membership.

X. Ratification of Professional Contract:

When the Association is considering entering into a legal binding agreement with the employing board of education, the president, secretary, and chairman of the Professional Negotiating team are authorized to sign such an agreement on behalf of the membership upon completion of the following procedures at a general membership meeting: (1) report and recommendation of Executive Board; (2) a report and recommendation by the Professional Negotiations Advisory Committee; (3) written digest of proposed changes; (4) review by an authorized attorney; (5) discussion by the membership; (6) a majority vote of the members present, provided a quorum exists.

XI. Amendment:

Bylaws may be amended by majority vote at any regular membership meeting provided notice in writing of the proposed amendment is filed with the secretary and presented at the monthly meeting preceding the one at which it is to be voted on. Amendments to bylaws shall have immediate effect unless otherwise provided.

XII. Region Ten Delegates:

Region Ten Delegates are to be elected for three year terms, one-third to be elected each year.

XIII. Proxy Voting:

In the event that a member cannot attend an Association meeting, he may delegate his voting privilege in writing to another member.