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Michigan State University

1.

AGREEMENT

between

GROSSE ILE BOARD OF EDUCATION and

GROSSE ILE EDUCATION ASSOCIATION

MEA 1216 Handale Cast Lansing, Mich. 48823

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INTRODUCTION

It is the responsibility of the Board of Education to determine the type of educational program that will be offered in Grosse Ile. The quality of education will depend in a large part on how successful the community is in attracting and retaining well-trained, competent professional staff members.

The Board of Education agrees that it is the professional responsibility of the Grosse Ile Education Association to continually review the strengths and weaknesses of the educational program and to recommend to the Grosse Ile Board of Education changes necessary to maintain or improve the education program of Grosse Ile.

The Association agrees that it is the responsibility of the Board to establish policies and procedures not covered in this Agreement for the orderly and efficient functioning of the school system and recognizes the Board's right to amend, add to or change such policies and procedures so long as they are not inconsistent with any of the terms of this Agreement.

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.

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AGREEMENT

This Agreement made and entered into this _______ day of ______ 1967 by and between the Grosse Ile Board of Education hereinafter referred to as the "Board" and the Grosse Ile Education Association hereinafter referred to as the "Association", Witnesseth:

RECOGNITION

- 1.1 The Board hereby recognizes the Association as the exclusive bargaining representative for all certified teaching personnel including guidance counselors and librarians but excluding:
 - 1. Superintendent 5. Principals
 - 2. Administrative Assts. 6. Substitute Teachers
 - 3. Assts. to the Supt.
 - 4. Curriculum Coordinator

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.

1.2 Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws and other applicable laws.

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Professional Dues and Deductions

- 2.1 The Board agrees, upon receipt not later than October 1st of a properly signed authorization, to deduct from a teacher's salary, membership dues for the Grosse Ile Education Association, the Michigan Education Association, the National Education Association, and service fees for non-members.
- 2.2 Such authorization shall specify for which of the Associations or service fee named in 2.1 deductions shall be made, and shall continue in effect until formally revoked by the teacher in writing, or when automatically discontinued by virtue of the termination of employment in the Grosse Ile school system.
- 2.3 The Association recognizes its responsibility under law to service all employees included in the bargaining unit. Whenever a teacher feels that voluntary membership in the Association is in contradiction with his religious, moral, or ethical beliefs, arrangements shall be made subject to 2.1 above to have deducted from his salary a service fee to cover the expenses incurred by the Association in his behalf. This fee shall not exceed ten dollars for the school year 1967-68.

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Article 2 (Continued)

- 2.4 Such dues, or service fees shall be deducted during the period from mid-October through December 31 and shall be made in a manner mutually agreeable to the Board and the Association.
- 2.5 Payment of aforementioned service fee shall not be construed to imply that the teacher involved is a member or is entitled to membership in the Grosse Ile Education Association.
- 2.6 The Association will indemnify and hold the Board harmless against claims arising out of the Board's actions under this Article.

Teacher Rights

- 3.1 Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining. As a duly elected body exercising governmental power under cover 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 by reason of his membership in the Association.
- 3.2 The Board specifically recognizes the right of the teachers appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency.
- 3.3 The Board agrees to furnish to the Association in response to reasonable request by the negotiations chairman any available financial information which is normally considered public, Board minutes and agenda. The Superintendent shall furnish to the Association a resume of all Board meetings.

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Teaching Hours and Loads

- 4.1 The Board recognizes the principle of a forty hour work week and will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within such standard work week.
- 4.2 The Board recognizes the value of a duty free lunch period. Each teacher shall have an uninterrupted lunch period of at least 30 minutes per day.
- 4.3 It is recognized that the assignment of teachers is the responsibility of the building principal. Insofar as is possible teachers will be assigned to teach subjects in their major or minor field of study.
- 4.4 The normal weekly teaching loads in the Grosse Ile Schools insofar as conditions permit will not exceed those recommended standards published by the North Central Association. The Board will continue to rely on the suggestions and recommendations of teachers in establishing and maintaining such standards.
- 4.5 The Board recognizes that in the normal academic classroom the quality of education deteriorates as class size becomes excessive. The Board agrees to consult with the Association and the teachers involved whenever it becomes evident that class size will exceed previously accepted educational standards. Conferences shall take place prior to

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Article 4 (Continued)

November 15th and prior to June 15th of each school year.
4.6 Scheduling of elementary teachers is the responsibility of the elementary school principals. Such scheduling shall provide preparation time equivalent to recommended standards applicable to the secondary level.

Teaching Conditions

- 5.1 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 the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is the education of students 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.
- 5.2 The Board recognizes that appropriate texts, supplies, equipment and similar materials are the tools of the teaching profession. The Board recognizes its responsibility and the value of teacher participation toward the improvement of curriculum and will continue to rely on the judgment and experience of the teacher for recommendations on the selection of educational materials to keep the schools reasonably and properly equipped and maintained.

Promotions and Transfers

- 6.1 Whenever any vacancy in any Administrative or Supervisory position shall occur, the School Administration shall publicize the same by posting such vacancy in every school building. If the vacancy occurs during the summer vacation period the School Administration will notify by letter all those who qualify for such vacancy. No vacancy shall be filled, permanently, until such vacancy has been posted for at least fifteen calendar days or, fifteen calendar days from the mailing date of notification of vacancy.
- 6.2 Whenever a vacancy in any teaching position shall occur such vacancy may be filled by transfer. Any teacher may request transfers to grade levels or subject areas for which he is certified. Request for transfers shall be submitted in writing and where necessary along with a current official transcript and changes in certification to the office of the superintendent where a register of transfer request shall be maintained. When a specific vacancy occurs all applications for transfer to such vacancy filed at least 30 days prior to the date the vacancy occurs shall be given full consideration. This procedure applies to vacancies occurring during the school year as well as during vacation periods.

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Article 6 (Continued)

6.3 In filling such vacancy as described in 6.1 and 6.2 of this article the Board agrees to give due weight to the professional background, training and attainments of all applicants, the length of time each has been in the school system and other relevant factors.

Protection of Teachers

- 7.1 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 is established that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take necessary steps to aid the teacher in his responsibilities with respect to such pupil.
- 7.2 Any case of assault upon a teacher, during a working situation, shall be promptly reported to the Board through its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render necessary assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- 7.3 If any teacher is complained against or such by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render necessary assistance to the teacher in his defense providing the disciplinary action was within established policies.

Article 7 (Continued)

- 7.4 Time lost by a teacher in connection with 7.2 and 7.3, mentioned in this Article, shall not be charged against the teacher, providing such time off **is** authorized by the appropriate administrative official.
- 7.5 Any complaint by a student's parents directed toward a teacher upon which the administration feels action is necessary shall be immediately called to the teacher's attention. When action is necessary the parent will be directed to place the complaint in writing or hold a conference with the teacher.
- 7.6 Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss to person or property.

ARTICLE 8

Rights and Responsibilities

- 8.1 The Board retains the right in accordance with applicable laws and regulations, (a) to direct teachers of the school, (b) to hire, promote, transfer, assign, and retain teachers in position, and to suspend, demote, discharge, or take other disciplinary action against teachers, (c) to relieve teachers from duties because of lack of performance or for other legitimate reasons, (d) to maintain the efficiency of the school operations entrusted to them, (e) to determine the methods, means and personnel by which such operations are to be conducted; and, (f) to take whatever action may be necessary to carry out the functions of the Board in maintaining a good educational program for the community of Grosse Ile. No action by the Board, in the performance of the above rights and responsibilities, shall be in conflict with any of the terms of this Agreement.
- 8.2 No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Should any teacher feel that action taken against him by the Board or by any agent representative thereof was not for just cause, he may resort to the procedure provided in this Agreement for the resolving of differences.
- 8.3 All observations of the work performance of a teacher shall be conducted openly.

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Article 8 (Continued)

- 8.4 Each teacher upon request to the Superintendent shall have access to review his personnel file. Those records marked for confidential examination originating in agencies outside the school system shall be considered outside the scope of this Article unless released by the outside agency.
- 8.5 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.
- 8.6 Notwithstanding their employment, teachers shall be entitled to full rights of citizenship 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, providing such activities do not interfere with the teacher's responsibilities and the acceptable performance of his duties.

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Procedure for Resolving Differences

Step I. Any teacher(s) 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, will first discuss the complaint with his principal either directly, or accompanied by the building representative if the teacher so desires with the objective of resolving it informally.

Step II. In the event the complaint is not resolved informally it may be reduced to writing, signed by the teacher, and presented to the building principal within one week for his answer in writing.

Step III. If the principal's answer does not resolve the complaint within one week it may be referred within two weeks to the Superintendent or his designated representative by the Association's Negotiations Committee Chairman.

Step IV. If the Superintendent fails to resolve the complaint within two weeks the Chairman may transmit the question to the Board within two weeks with a written statement of facts pertaining to the issue.

Article 9 (Continued)

Step V. Questions submitted for Board consideration, if given to the Superintendent at least one week prior to the date of the next regular Board meeting, will be considered by the Board at such meeting, and the Board's answer will be given to the Chairman within three weeks.

Step VI. If the Board's answer fails to resolve the issue, the Chairman may within three weeks request a meeting between representatives of the Association and the Board, which will be held at a mutually acceptable time, to attempt to resolve the issue.

Failure on the part of teachers or appropriate Association representatives to appeal a decision within the specified time limits at any of the steps of the procedure shall be considered acceptance of the decision and the difference shall be considered resolved.

Miscellaneous Provisions

- 10.1 The Board agrees that the Bachelor's Degree shall be a minimal requirement for employment as a regularly assigned teacher; except in the event, acceptable degree teachers are not available a non-degree teacher may be employed on a temporary assignment.
- 10.2 It shall be the responsibility of the Administration to provide emergency or day to day substitute teachers. The Association shall be provided with an up to date listing of substitutes showing degree status.
- 10.3 This Agreement shall supersede any established rule, regulation or practice of the Board which shall be contrary to or inconsistent with this Agreement. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- 10.4 Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

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Article 10 (Continued)

- 10.5 If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 10.6 Both parties agree to meet upon reasonable request to discuss matters of common concern and mutually pledge to cooperate in arranging meetings, furnishing information and constructively considering and attempting to resolve such matters as may be relevant to student welfare or progress of education in this community.

Negotiation Procedures

- 11.1 At least ninety days prior to the expiration of this Agreement, the parties will begin negotiations for a new Agreement covering wages, hours, and conditions of employment of teachers employed by the Board.
- 11.2 In any negotiations 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. 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 the membership of the Association, 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 only to such ultimate ratification.
- 11.3 If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board.

Leaves

- 12.1 All teachers may accumulate up to a maximum of 120 days sick leave. Teachers who have not reached this maximum will be granted up to a maximum of 12 days at the beginning of each school year.
- 12.2 Two days of the annual sick leave allowance may be used for personal business upon the approval of the building principal. Such leaves must be arranged with the building principal at least two days prior to its use, except in an emergency situation.
 - <u>Personal Business</u> is defined as that which cannot be accomplished at any other time because it is legally obligatory, or that which requires the teacher's presence as a serious personal obligation.
- 12.3 In addition to personal illness and personal business, sick leave allowances may properly be used for absences cause by the following:
 - a. Death or serious illness in the immediate family.
 - Death or serious illness of close relative living in the household.

Extent of leave for this purpose shall not exceed time necessary to arrange proper care for those affected.

12.4 Any teacher whose personal illness extends beyond the period compensated under Section 12.1 of this Article shall be granted a leave of absence without salary for such time as is necessary for complete recovery from such illness. The Board reserves the right to request satisfactory medical evidence of recovery. Upon return from leave, a teacher shall be assigned to the same position, if

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available, or a substantially equivalent position, when available, providing the teacher is qualified.

- 12.5 Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the Armed Forces of the United States. Teachers given such leave shall be entitled to reinstatement upon the completion of such service to the extent and under the circumstances that reinstatement may be required by the applicable laws of the United States, and be granted step adjustments on the salary schedule.
- 12.6 Leaves of absence without pay for reasons other than sickness, sebbatical, accident, or military, may, upon proper application, be granted up to a period of 1 year to teachers who have 2 or more years of service. Teachers who are re-employed after such leave shall retain the yearly step status they had at the time of the leave.

12.7 Sabbatical Leaves:

- a. A sabbatical leave of absence may be granted to any school teacher of the school district upon the recommendation of the superintendent. The professional competence of the teacher and the general welfare and the advantage accruing to the school district shall be the general factors of consideration requisite to approval of requests for sabbatical leave.
- b. The teacher must have completed seven (7) consecutive years of satisfactory service as a full-time employee with the district.

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- c. During the term of this contract, one teacher may be granted sabbatical leave each year for professional study only.
- d. During said sabbatical leave, the teacher shall be paid at one-half (½) the teacher's annual salary, providing, however, that any stipend that the teacher receives from an outside source while on sabbatical when combined with the school district remuneration, shall not exceed the teacher's full annual salary.
- e. Upon approval by the Superintendent authorizing sabbatical leave, the teacher will sign a commitment to assure the district of his return when his leave terminates.
- f. Written request for sabbatical leave must be in the Superintendent's office by April 1 of each year.

Insurance Protection

- 13.1 The Board shall provide without cost to the teacher comprehensive sick and accident insurance coverage assuring payment to the teacher in the event of illness at the following rate of compensation:
 - (a) Weekly benefits will commence with the 31st day of disability or last day of accumulated sick leave, whichever is later...And benefits will be payable for as long as 26 weeks. No benefits are payable if a female employee is off due to pregnancy.
 - (b) Accidents or sickness are covered during the employees contract or salary period.
 - (c) Scheduled amounts payable:
 - (1) Employees with less than
 3 years of service. . . .50% of employees
 contract salary
 - (d) All classes are subject to a \$115.00 per week maximum.

The maximum salary insured is \$10,000.00 annually.

- 13.2 The Board will provide to the teacher M-75 Ward Service at no cost for the employee and his family under the program now administered by Board policy. Special riders or extended care to be paid by the teacher. Like coverage under MEA Insurance, not to exceed premium of M-75 Ward Service, will also be paid by the Board according to present administrative procedure.
- 13.3 The Board agrees to provide for each teacher life insurance protection in the amount of \$5,000. without cost to the teacher.

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ARTICLE 14

Professional Compensation

14.1 The salaries of teachers covered shall be determined by the following index schedule with base figure or starting salary of \$6150.:

	Bache	lors Degr	ee:		**Maste	rs Degre	ee:		
Step	Index	BA	BA+10	BA+20	Index	MA	MA+10	MA+20	MA+30
1	1.00	\$6150.	\$6300.	\$6450.	1.10	\$6765.	\$6915.	\$7065.	\$7215.
*-2	1.03	6334.50	6484.5	0_6634.50	1.13	6949.5	0 7099.5	0 7249.	50 7399.50
3	1.12	6888.	7038.	7188.	1.22	7503.	7653.	7803.	7953.
4	1.18	7257.	7407.	7557.	1.28	7872.	8022.	8172.	8322.
5	1.24	7626.	7776.	7926.	1.34	8241.	8391.	8541.	8691.
6	1.30	7995.	8145.	8295.	1.40	8610.	8760.	8910.	9060.
7	1.36	8364.	8514.	8664.	1.46	8979.	9129.	92 7 9.	9429.
8	1.42	8733.	8883.	9033.	1.52	9348.	9498.	9648.	9798.
9	1.48	9102.	9252.	9402.	1.58	9717.	9867.	10,017.	10,167.
10	1.54	9471.	9621.	9771.	1.64	10,086.	10,236.	10,386.	10,536.
11	1.60	9840.	9990.	10,140.	1.70	10,455.	10,605.	10,755.	10,905.
12					1.76	10,824.	10,974.	11,124.	11,274.

NOTE: Increments become effective September 1 of each year.

*A third year probationary period may be required. Salary would be increased at 3% for 3rd step and returned to schedule when the teacher is granted tenure. **Courses taken for Masters Plus schedule shall be subject to approval by the administration.

14.2 Credit for teaching experience outside the Grosse Ile School System shall be allowed up to the maximum of 5 years on the salary schedule whenever prior experience of the teacher is deemed satisfactory. If the teacher lacks tenure status the step less 3% would be the salary.

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- 14.3 Non-teaching experience related to the candidate's teaching field and required for special certification shall be evaluated by the Board. The candidate shall then be placed on an appropriate step of the salary schedule.
- 14.4 Compensation for credit hours beyond bachelor's or master's degree shall continue to be paid at the rate established for all credit hours earned prior to June 1, 1967. Credit hours earned after June 1, 1967 will be paid in blocks at each of the following intervals: BA+10, BA+20, MA+10, MA+20 and MA+30. For those teachers who have credit hours earned prior to June 1, 1967, when they earn additional credit hours allowing them to move to the next interval from where they are on June 1, 1967, then they too will be paid accordingly. Pay for the blocks of 10 credit hours to be:

BA+10	BA+20	MA+10	MA+20	MA+30
\$150.00	300.00	150.00	300.00	450.00
Above BA	Above BA	Above MA	Above MA	Above MA
Salary Step				

14.5 The salary schedule is based upon a normal teaching load, during normal teaching hours and for those activities as are clearly contractual or professionally obligatory; for example, Parent-Teacher Association and Parent-Teacher Organization Meetings; Parent-Teacher Conferences (which cannot be scheduled during school hours); Curriculum Committee Meetings (which involve total staff); and essential staff or building meetings. For other extra work the teacher shall be entitled to appropriate additional professional compensation. Other extra-curricular activities shall be classified as non-contractual or not professionally obligatory and therefore subject to a reasonable

Article 14 (Continued)

professional compensation. This compensation shall not be considered part of the teacher's regular contract as defined under the Michigan

Teacher Tenure Act. Compensation shall be as follows:

Activity	Salary	Activity	Salary
Head Football	\$660	Head Wrestling	\$660
Asst. Football	540	Asst. Wrestling	540
JV Football	540	Head Baseball	480
Asst. JV Football	420	Asst. Baseball	420
Frosh Football	360	Jr.Hi. Baseball	360
8th Grade Football	360	Head Track	480
Head Basketball	660	Asst. Track	420
Asst. Basketball	540	Jr.Hi. Track	360
Frosh Basketball	360	Cross Country	480
8th Grade Basketball	360	Head Golf	240
Elementary Service and		Intra-Mural Jr.Hi. Girls	240
Safety Advisor	120	Intra-Mural Jr.Hi. Boys	60
Athletic Director	300	High School Forensics	100
	500	nigh School Polensics	120
Athletic Faculty Manager	240	Senior Counselor	120
Athletic Faculty Manager G.A.A.			
	240	Senior Counselor	180
G.A.A.	240 240	Senior Counselor Vocal Music (H.S.)	180 120
G.A.A. High School Band	240 240 300	Senior Counselor Vocal Music (H.S.) Dramatics H.S.(per play)	180 120 120
G.A.A. High School Band High School Yearbook	240 240 300 300	Senior Counselor Vocal Music (H.S.) Dramatics H.S.(per play) Asst.Dramatics HS (per play)	180 120 120 60

14.6 Any teacher whose work load in the course of one year includes the

following extra-curricular work shall be compensated as follows:

41 Hours and Over. . . . 240

Record of hours and assignment of teachers will be the responsibility of the building principal.

day extra time.

ARTICLE 15

Duration of Agreement

This Agreement shall be effective as of September 1, 1967 and shall continue in full force and effect until August 31, 1968, when it shall terminate. If either party desires to modify or amend this ' Agreement, that party shall give the other party written notice to that effect not less than sixty (60) nor more than ninety (90) days prior to May 1, 1968.

In any event, this Agreement shall not be extended beyond August 31, 1970, except by written consent of both parties. In Witness Whereof, the parties hereto agree that all terms, benefits and conditions of this Agreement are to become effective September 1, 1967 and have duly executed this Agreement on the date first above written.

GROSSE ILE BOARD OF EDUCATION

GROSSE ILE EDUCATION ASSOCIATION
