

OFFICE OF PROFESSIONAL NEGOTIATIONS
Michigan Education Association

FILE

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Huron Valley
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MEA

1216 Kendale

E. Lansing, Mi 48823

MASTER CONTRACT

between

THE HURON VALLEY PUBLIC SCHOOLS

BOARD OF EDUCATION

and

THE HURON VALLEY EDUCATION ASSOCIATION

Huron Valley Board of Educ.

- 2. No
- 4. No
- 3. Dur: June 30, 1968
- 5. No

AGREEMENT

THIS AGREEMENT was made and entered into this 6th day of September, 1966, by and between the HURON VALLEY PUBLIC SCHOOLS, Oakland County, Michigan, hereinafter referred to as the "Board," and the HURON VALLEY EDUCATION ASSOCIATION, hereinafter referred to as the "Association."

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PURPOSE

The parties hereto recognize that they have a common responsibility beyond their collective bargaining relationship. This common responsibility arises because the Board, as well as being an employer, is a unit of government subject to the laws of the State of Michigan as set forth in the "General School Laws of Michigan;" and the Association, as well as being the bargaining agent for certain employees, is a professional organization subject to the professional standards and code of ethics of the Michigan Education Association and the National Education Association. The Board, because of its dual role as an employer and as the governing body of the Huron Valley Schools, has obligations on the one hand to its employees to provide suitable wages, hours, and working conditions; and on the other hand, to the citizens of the Huron Valley School District, as well as to the State of Michigan, to operate efficiently, economically, and prudently, and to maintain adequate and uninterrupted service to the public and children therein. The Association, because of its dual role as the bargaining agent for certain employees and as a professional organization, has obligations on the one hand to represent the employees within the bargaining unit as to their wages, hours, and working conditions; and on the other hand, to the Board, teachers, students, parents, and the public in general to maintain high quality education.

Further, since the efficiency of the instructional program in any school system is directly proportional to the effectiveness of the classroom teacher in his relationships with his students, and since such an effective relationship is contingent upon high morale and sound human relations, it is the purpose of the Board to employ professionally competent, morally acceptable, and dedicated teacher personnel; and it is the purpose of the Association to contribute to the development of professional competence, ethical performance, and teacher dedication.

It is the further intent and purpose of the parties to promote and stabilize the relationship between the parties with reference to wages, hours, and

working conditions, through collective bargaining and through an amicable means of resolving any disputes which may arise during the term of this Agreement without interruption of the school program.

The Board retains all rights and powers to manage the affairs of the schools, and to direct the teachers, except as otherwise expressly provided in this Agreement.

ARTICLE I
RECOGNITION

A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section II of act 379, Public Acts of 1965, for all K-12 teachers and counselors holding permanent, provisional or life certificates, or the equivalent thereto from another state, and full-year special certificates, except as set forth below, including Coaches, Librarians, Music Teachers, Visiting Teachers, Special Education Teachers, Speech Correction Teachers, Remedial Reading Teachers, Permanent Substitute Teachers and Bank Director; Excluding: Part-time Diagnostician and Temporary Teachers, all Supervisors, such as: Superintendent, Administrative Assistants, Athletic Director, Central Office Administrators, Principals, Assistant Principals.

As used in this Agreement, a full-year special certificate shall mean teachers who have completed 120 semester hours, fifteen (15) of which must have been in education courses from an approved accredited educational institution. If a teacher holding a full-year Special Certificate has had a previous Special Certificate, an additional six (6) semester hours of credit is necessary before a new Special Certificate may be granted.

A temporary teacher is a teacher not holding one of the certificates as set forth above or is an irregular or on-call substitute teacher.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. However, nothing contained herein shall be construed to prevent a Board official from meeting with any teacher, groups of teachers, or organizations other than the Association for the purpose of hearing and discussing their views; provided, however, that the Board will not engage in collective bargaining negotiations with any classroom teacher group other than the Association.

C. Nothing contained in this Agreement shall be construed to deny or restrict to any teacher rights he may have in the Michigan General School

Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

D. Membership in the Association shall not be required for employment.

E. The Board agrees that it will not interfere with the rights of its teachers to become, or to refrain from becoming, members of the Association; and that neither the Board and its agents, nor the Association and its agents, will exercise discrimination, interference, restraint, or coercion against any teacher.

*Membership
Dues*

ARTICLE II
TEACHER RIGHTS

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation, and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board, as well as the Association, 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 wages, hours, or any terms or conditions of employment by reason of his membership or lack of membership in the Association, his participation or lack of participation in any activities of the Association or collective bargaining with the Board, or his institution of any grievance, complaint or proceeding under this Agreement.

B. The Association and its members shall have the privilege of using school building facilities for meetings outside of school hours on the same basis as a civic organization in the District, as established by Board policy.

C. No teacher shall be prevented from wearing reasonable official insignia, pins or other identification of membership in the Association on school premises.

D. Teachers may sign and deliver to the Board an assignment authorizing the deduction of membership dues of the Association. The Board shall deduct the amount of such dues from such teachers' pay checks every other pay and shall remit such amount to the Association office. The Board shall not be liable for any errors or losses in the administration of this provision unless it is shown that the Board was negligent in the care and handling of the monies involved. Further, the Association shall save and hold the Board harmless for any findings by a court of law, administrative agency or the State legislature which invalidates, impairs, or restricts the legality or operation of this provision.

The parties shall jointly agree upon the procedures for said deductions.

E. The Board agrees to make voluntary payroll deductions from the salaries of teachers, upon proper written authorizations to do so from the teachers concerned, for the following:

- (1) Credit union payments.
- (2) Established tax-deferred annuity plan premiums.
- (3) Other deductions approved by the Board.

The Board agrees to disburse these deductions for the purposes intended. Regulations for the payroll deductions in this section shall be established by the Board.

F. Upon thirty days written notice, the Board agrees to make available to the Association, in response to reasonable request, available information concerning the financial resources of the School, tentative budget requirements, and allocations.

G. The Board and the Association recognize that it may be expedient from time to time to appoint teachers to committees engaged in studies and plans concerning long-term District needs and problems. Appointments to such committees shall be on a voluntary basis. Such committee work will be scheduled in so far as practicable so that it does not interfere with the classroom work and extra-curricular duties of the teachers involved.

ARTICLE III
TEACHER RESPONSIBILITIES

A. It is the responsibility of the Association and each individual teacher, as well as the Board, to provide the highest quality educational program possible for every boy and girl in the school district. This includes:

- (1) Careful daily preparation.
- (2) Participation in building and district-wide curriculum study.
- (3) Participation in public-oriented activities of the school, such as:
 - a. Open houses;
 - b. P. T. A. meetings; may be excused by the principal for meritorious reasons only;
 - c. Public performances of children in plays, concerts, athletic activities, or other extra-curricular activities. (Except that this provision shall be on a voluntary basis as long as there are a sufficient number of teachers available. If necessary, the building principal shall assign teachers for each activity or function.)

Teachers have the responsibility to exercise independent judgment and discretion in the execution of their classroom and extra-curricular activities, and they have the responsibility, as well as the right, to allow the Board to utilize the teachers' knowledge and experience in the formulation of educational policies.

B. When a teacher is unable to be in school on any given day, he shall contact the central office of the Board as early as possible, but in no event later than one hour prior to the time he is scheduled to report at school. The Board recognizes that there may be times when exact conformity to this requirement will be difficult. When such occasion arises and the teacher presents a just reason for failure to give timely notice, no disciplinary action will be taken. When, however, it appears that this provision is being abused, or when there is a failure of just reasons, the time lost by such unauthorized absence from duty shall result in a proportionate salary reduction.

C. When a teacher is absent, for whatever reason, he shall be required to contact his principal each day, as early as possible, but in no event later than 2:30 p. m., as to whether or not he shall return to duty the next day. Without such a call it will be assumed that the teacher does not plan to return and the substitute will be retained for the following day. If the teacher does not make the call before 2:30 p. m., and both the teacher and the substitute report for work the following day, the substitute's salary may be deducted from the teacher's salary if there is no other assignment available for the substitute.

D. Time lost by an unauthorized absence from duty may result in disciplinary action.

E. In order to provide continuing health protection for students and other school personnel, it shall be the policy of the Board that:

(1) Upon initial employment each teacher shall provide by certification of his private physician evidence of:

a. Such state of health that he is able to attend to his assigned duties without undue absence during the ensuing year.

b. Freedom from active tuberculosis and other communicable diseases.

(2) Thereafter the Board shall have the right to demand a clinical examination of health, at its expense, at any time the Board finds that such examination may be necessary.

(3) The time lost by teachers undergoing such clinical examination shall not be charged against their sick leave or deducted from their salary unless and until they are found to be unable to perform their duties.

F. Disciplinary action, as set forth in this Agreement, shall be defined as any warning, reprimand, reduction of professional compensation or other professional advantage, time off without pay, or discharge.

ARTICLE IV
TEACHER PROTECTION

A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited, unless with full knowledge of the teacher.

B. 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.

C. Whenever it appears that a particular pupil requires the attention of social workers, law enforcement personnel, physicians, or other professional persons, the teacher shall notify the Board and request appropriate action.

D. Any case of assault upon a teacher in the course of his employment as a teacher or because of his employment as a teacher shall be promptly reported by the teacher to the Principal of the school. At the request of the teacher involved, the Board will provide and pay for an attorney to advise the teacher of his rights and obligations with respect to such assault, and to institute and proceed with a civil suit on behalf of the teacher, if the teacher desires to institute and proceed with a civil suit; provided, however, that the Board, or its representative, determines that the teacher was acting in accordance with and within the scope of his duties and authority and Board policy in disciplining students or otherwise.

E. Any absences by the teacher because of an assault upon a teacher in the course of his employment, or because of his employment as a teacher, shall be fully excused and shall not be considered to reduce said teacher's sick day allowance; and the teacher shall receive an amount equivalent to his full salary for any time off because of said assault or because of any law suit arising out of said assault (which can be full salary or the difference between full salary and workmen's compensation benefits which are in lieu of salary); provided, however, as to all of the above, that it is determined by the Board, or its representative, that the teacher was acting in accordance with and within the scope of his duties and

authority and Board policy in connection with the disciplining of students or otherwise.

F. Any complaint by a parent of any student against any teacher which a Principal feels may affect said Principal's evaluation of said teacher shall be promptly called to the attention of the teacher involved.

G. 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.

H. No polygraph or lie detector device shall be used in the investigation of any teacher.

ARTICLE V
TEACHER EVALUATION

A. Each teacher shall have the right on written request to review his or her tenure evaluations, principal or other administrator evaluations, and transcript of college credits in the presence of a witness, except they shall not be removed from the office where they are kept. A representative of the Association may be requested to accompany the teacher in such review.

B. No teacher shall be disciplined, reprimanded, or reduced in rank or compensation without just cause. Any such discipline, reprimand, or reduction in rank or compensation, not covered by the Michigan Tenure of Teachers Act, as amended, (Act 4 P. A. of 1937), shall be subject to the grievance procedure hereinafter set forth.

C. Probationary teachers will be evaluated at least three (3) times during each year, and Tenure teachers will be evaluated at least once during each year, by their Principals. A written report shall be completed in triplicate and signed by the building principal and the teacher. One copy shall be sent to the Superintendent, one copy retained by the building principal, and one copy given to the teacher. A teacher may submit his own evaluation if he does not agree with the principal's evaluation. Both evaluations are to be placed in the teacher's personnel file. A teacher may also confer with the Superintendent regarding his evaluation.

D. Although teachers are assigned a role in evaluation through the District Tenure Program, the Board and the Association agree that decisions about such matters as termination or retention in tenure status are administrative responsibilities to be exercised by the Board. The Board and the Association will confer from time to time in efforts to implement and improve the effectiveness of teacher evaluation by other teachers under the District Tenure Program, and changes in the present District procedure will not be made without consultation with the District Teacher Tenure Committee.

ARTICLE VI
TEACHING HOURS

A. The full-time teacher's normal work week shall consist of:

- (1) Secondary teachers shall be on duty fifteen (15) minutes prior to the commencement of the school day, and shall not leave school prior to forty (40) minutes after the end of the last class period.
- (2) Elementary teachers shall be on duty thirty (30) minutes prior to the commencement of the school day, and shall not leave school prior to twenty (20) minutes after the school day ends.

On Fridays or days before holidays, however, teachers shall be permitted to leave fifteen (15) minutes after the last class period or end of the school day.

Teachers are expected to devote such time to teaching, planning, and participation in public-oriented activities, as set forth in Article III, Section A above.

This provision, however, is not to be interpreted as a guaranteed maximum work week because of the required attendance of staff meetings, parent conferences, other assignments (including clubs, extra-curricular activities and duties), or teacher-pupil instructions.

B. In the event a substitute cannot be obtained in the Secondary School, teachers may be asked to fill the vacant position during their planning period. Premium pay, in the amount of Four (\$4.00) Dollars per period, shall be paid such teacher.

C. A teacher may be released from regular duties at least one day each semester to participate in area or regional meetings of the Michigan Education Association or its affiliated bodies and other professional workshops. However, such time off shall constitute leave of absence without pay; and this provision shall be limited to a maximum of five teachers and shall not interfere with the orderly operation of the schools.

D. In the event of severe weather, heating plant or power failure or other acts of God, when in the opinion of the Board it is advisable to discontinue regular classes for pupils, teachers will be informed, as early as possible, and in any case by 10:00 a. m., of the teacher schedule for that day if it deviates from the regular school day for teachers.

E. After negotiations with the Association, the school calendar shall be adopted by the Board and made public on or before May 1 of each year.

F. Periodic teachers' meetings may be held for the following reasons:

- (1) Effectively communicate administrative procedures.
- (2) Discuss problems common to the building or the curriculum.

It is not to be interpreted, however, that other types of meetings cannot be held. Any such meetings shall be of a reasonable duration in time.

ARTICLE VII
TEACHING LOADS AND ASSIGNMENTS

A. It is recognized by the Board and the Association that the pupil-teacher ratio is an important aspect of an effective program. Therefore, they agree that every effort will be made to keep class sizes at an acceptable number to meet the educational needs of students as dictated by the financial condition of the District, the building facilities available, and the best interest of the District as deemed administratively feasible.

B. Assignments shall be made at the discretion of the Administration and within the areas of teacher competence, teaching certificate, or their major or minor fields of study, except temporarily and for good cause. Teachers who could be affected by a change in grade assignments in the elementary schools or by a change in subject assignment in the secondary schools will be notified and consulted by their Principal as soon as practicable, but in all cases prior to such change.

C. The normal weekly teaching load in the senior high school shall be 25 teaching periods and 5 unassigned preparation periods. A supervised study period shall be considered a teaching period. The normal weekly teaching load in the junior high schools will be 30 teaching periods and 5 unassigned preparation periods. No departure from these teaching loads, except as set forth in Article VI or in case of emergency, shall be authorized without prior consultation with the Association.

D. For elementary teachers, the Board shall endeavor to establish teaching loads comparable to those found in the junior and senior high schools.

ARTICLE VIII
TEACHING CONDITIONS

A. Teaching schedules shall be determined by the Board.

B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.

C. The Board shall make available in each school a lounge and/or workstudy room for the teachers. When practicable and possible, lavatory facilities exclusively for teacher use shall also be made available.

D. Adequate parking facilities shall be made available to teachers for their use where possible. Concrete or asphalt sidewalks shall be provided to extend from the lot to the building where possible. The parking lot shall be regularly maintained.

E. 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. 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.

F. The Board shall endeavor to provide two (2) parents to assist in the supervision of the lunch periods in the elementary schools.

With reference to the collection of monies for milk, lunch, and other items, the Board shall endeavor to limit the teacher's participation therein to a minimum of time.

ARTICLE IX
TRANSFERS

A. Prior to March 1 of each year, teachers may request transfers from one school to another for the ensuing school year commencing the following September. All requests for transfer must be in writing and received by the Principal of the school at which the teacher is presently teaching no later than March 1. The following procedure shall be followed:

- (1) After timely notice, meet and discuss the matter with the immediate Principal.
- (2) Notify and discuss the matter with the Principal of the school to which he wishes to be transferred.
- (3) Request the Board to permit the transfer.

If all parties, the teacher, the Principal of the school at which the teacher is presently working, the Principal of the school to which the teacher wishes a transfer, and the Board, are in favor of such transfer, then the transfer shall take place. If all the parties as mentioned above are not in agreement, then the Superintendent of Schools' decision shall be final. Only one transfer in a two year period shall be permitted except by mutual agreement between the parties.

B. It is recognized by both parties that unrequested transfers may be necessary. The Board agrees that it will avoid unnecessary unrequested transfers. Provided, however, following consultation with the teacher and principals concerned, it shall be in the discretion of the Superintendent of Schools as to whether an unrequested transfer is necessary.

ARTICLE X
PROMOTIONS

A. A "promotion" is an upward change in position which results in additional compensation for additional duties or responsibilities performed during the regular working day. Promotions are not meant to include the taking on of additional duties in connection with extra-curricular activities.

B. Whenever any vacancy in any professional position in the District shall occur during the school year, which position shall be considered to be a promotion as defined in Section A above, the Board shall publicize the same by giving written notice of such vacancy, with qualifications and job description where possible, to the Association and providing for appropriate posting in every school building. No such vacancy shall be filled, except on a temporary basis, until such vacancy shall have been posted for at least two weeks.

C. Any teacher may apply for a vacancy in a position considered to be a promotion as defined in Section A above. In filling such vacancy, the Board shall consider the professional qualifications, background, attainments, and other relevant factors, including service in the school district, of all applicants from within the school district, as well as applicants from outside the school district. Provided, however, in all appointments to positions, the Board's decision shall be final.

ARTICLE XI
LEAVES OF ABSENCE

A. Sick Leave: Each teacher shall be allowed ten (10) days sick leave without loss of pay. These ten (10) days shall be available from the beginning of the year. All sick leave accumulated by a teacher prior to the execution of this Agreement shall be credited and carried forward by said teacher. Any sick leave not used by the end of the school year shall be added to the sick leave available for the following year. However, there shall be a maximum of sixty (60) days accumulation during the first year of this Agreement and seventy (70) days accumulation commencing September 1967. On any claim for sick leave, a doctor's statement in writing may be required.

B. Compassion Leave: A teacher may be permitted to use a maximum of five (5) days of his sick leave in the event of serious illness or death in the immediate family. The immediate family shall be defined as parents, parents-in-law, spouse, children, brother, sister or grandparents. To use this time off without loss of pay, the teacher must certify in writing to the Board office the details of the request.

C. Personal Business Leave: Each teacher shall be allowed one (1) day per school year without loss of pay to take care of matters of a personal nature which cannot be taken care of at a time other than school time. Such business day shall be in addition to sick leave and it shall not be accumulated.

The teacher shall not be required to give reasons for requesting this type of leave; the integrity, honesty, and responsibility of the teachers in general shall be considered in granting this type of leave.

The teacher must notify the principal or supervisor as far in advance of such business day as possible.

D. Military Leave: Any teacher serving in the United States armed forces shall upon termination of such services be offered reemployment in his previous position, as set forth in the Michigan Public Act 45 of 1943, provided the teacher has received an honorable discharge, seeks reemployment within ninety days

from date of discharge, and is still qualified and competent to perform teaching duties.

E. Miscellaneous Unpaid Leave: A teacher may be granted maternity leave, medical leave, professional leave, government service leave (foreign exchange program or National Teaching Corps), or other leave without pay at the discretion of the Board. The Board, however, shall endeavor to be fair and consistent in its use of this discretion. Any teacher returning from such leave shall be offered reinstatement in his previous or comparable position and pay, provided the teacher notifies the Board, before two-thirds (2/3) of the leave has expired, of his intention to return, and is still qualified and competent to perform teaching duties. The Board may require a medical examination in such cases as a prerequisite to reinstatement.

ARTICLE XII
HOSPITALIZATION INSURANCE

A. The Board shall pay for the individual coverage of Blue Cross - Blue Shield hospitalization insurance for each teacher for the school year. Such Blue Cross - Blue Shield plan shall consist of Plan C or D, semi-private, with the low-cost deductible program.

B. For those teachers who prefer MEA hospitalization insurance coverage, the Board shall pay a comparable amount to the above stated Blue Cross - Blue Shield plan, but not to exceed \$9.25 per month for such other hospitalization plan. However, to receive such comparable amount, the teacher must present proof of such insurance.

C. Teachers may select for the coverage of either Blue Cross - Blue Shield or MEA insurance (2-person or family), which additional cost shall be deducted from the teacher's pay upon written authorization. However, the Board shall pay only for the individual teacher's coverage which shall not exceed \$9.25 per month for the school year.

ARTICLE XIII
SEVERANCE PAY

Qualified teachers will receive severance pay, based on the table below, upon retirement from the Huron Valley Schools. To qualify for severance pay, the teacher must have been employed for a minimum of fifteen (15) consecutive years, must be holding a full-time teaching assignment, must have reached age 60 within the school year prior to retirement and must be drawing benefits from the Michigan Public School Employees' Retirement Fund. Leave's of absence, except for military leave or protracted illness leave, will not count as credit towards the minimum fifteen (15) years of employment.

Retirement shall be defined as the discontinuance of regular teaching in any Michigan public school system, and upon receipt of retirement payment from the Michigan Public School Employees' Fund.

The percentage of severance pay shall be based upon the teacher's last year's salary, exclusive of premium pay.

YEARS OF SERVICE	PERCENTAGE OF SEVERANCE PAY
------------------	--------------------------------

15.....	2
16.....	2 1/4
17.....	2 1/2
18.....	2 3/4
19.....	3
20.....	3 1/2
21.....	4
22.....	4 1/2
23.....	5
24.....	5 1/2
25.....	6
26.....	6 1/2
27.....	7
28.....	7 1/2
29.....	8
30.....	8 1/2

ARTICLE XIV
BOARD RIGHTS, RESPONSIBILITIES,
AND PROTECTION

A. Except as modified by the specific terms of this Agreement, the Board retains all rights and powers to manage the School District and to direct its employees, including teachers. The Association recognizes these management rights and responsibilities as conferred by the Laws and Constitution of the State of Michigan, and inherent in responsibilities to manage the Public School System, including the right:

- (1) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees, including the teachers, during working hours.
- (2) To hire all teachers and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such teachers.
- (3) To establish levels and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary and advisable by the Board.
- (4) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
- (5) To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities.

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

and then only to the extent such specific and express terms thereof are in conformance with the Laws and Constitution of the State of Michigan, and the Laws and Constitution of the United States.

B. The Board has the responsibility to evaluate the work of the teacher and to inform the teacher of its view of his work.

C. The Board will attempt to prevent children from involvement in Association/Board controversies.

D. Except as set forth herein, all rules, regulations, policies, procedures, and practices set forth by the Board shall remain in full force and effect, and may be changed and up-dated from time to time, but in no way shall they be in conflict with the provisions set forth in this Agreement. The Board shall publish and make available its Policy Handbook to the teachers as soon as practicable.

E. During the duration of this Agreement, the Association agrees that it or the teachers shall not authorize, engage in, condone, or ratify any strike. A strike shall be defined to include slowdowns, boycotts, picketing, work stoppages of any kind, including mass "sickness," and other concerted activities having the effect of interrupting work or interfering with the normal school business. In the event of any such violation of this Section, the Association shall endeavor to return the teachers to work as expediently and quickly as possible. However, any teachers involved in a strike as herein defined may be subject to disciplinary action without recourse to the grievance procedure.

ARTICLE XV
GRIEVANCE PROCEDURE

A. The provisions of the Michigan Tenure of Teacher Act (Act No. 4, P. A. of 1937), as amended, shall be relied upon exclusively by all parties in connection with all matters covered thereby.

B. Any teacher, group of teachers, or the Association, believing that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement or any existing rule or regulation, with the exception of matters covered by the Tenure Law, may file a written grievance as follows:

Step 1. The aggrieved teacher shall first discuss the matter with the Principal with the objective of resolving the matter informally.

Step 2. In the event the matter is not resolved informally, the grievance must be reduced to writing and presented to the Principal within three (3) working days after such meeting, or within five (5) working days after such meeting if the grievance is first presented to the Association grievance committee for review. Within one (1) week after receipt of the written grievance, the aggrieved teacher shall meet with the Principal or other designated representative of the Board. A representative of the Association may be present.

Step 3. If the grievance is still unresolved, it shall be transferred to the Superintendent, who shall within ten (10) working days meet with the aggrieved teacher (and a representative of the Association) in an attempt to resolve the matter.

Step 4. If the grievance is not resolved at the Superintendent's meeting the grievance shall be transmitted to the Secretary of the Board, with a statement of each party's position.

Step 5. The Board, acting as an impartial third party, shall hear said grievance at its next regular meeting, or at a special meeting, at the discretion of the Board. During any such

hearing, the aggrieved teacher or teachers shall be permitted to have an Association representative present, and legal counsel, if they so desire and if advance notice is given. Both parties shall be permitted to present their case and position. Upon conclusion of the hearing, within twenty (20) days, the Board shall render its decision in writing.

C. It is understood that following the decision of the Board, the aggrieved reserves his right to utilize the procedures of the Michigan Labor Mediation Board as provided by statute. Provided, of course, that any decision rendered as a result of utilizing the procedures of the Michigan Labor Mediation Board shall be advisory and not binding upon the parties to the Agreement.

D. If a grievance is sustained, the aggrieved teacher shall be reimbursed for any financial loss.

E. For administrative convenience, the Board may cause complaints which may be the subject of grievances in Step one of Section B first to be presented to a department head, assistant principal, or other school employee, for informal grievances handled under the grievance procedure herein established.

F. No grievance shall be processed unless it is presented within three (3) working days of its occurrence or knowledge of its occurrence.

G. The time limits set forth above in Steps 1-5 may be extended for good cause shown or mutual consent of the parties. Time limits set forth herein or agreed upon shall be considered as substantive and failure to conform to them shall mean default by the party failing to conform.

H. A teacher engaged during the school day on behalf of the Association in any of the grievance procedures detailed in this Article shall be released from regular duties without loss of salary, and without charge against any leave allowances.

ARTICLE XVI
SALARY SCHEDULE

A. The salary of all teachers covered by this Agreement, together with a pay schedule for compensable extra-curricular activities and duties, shall be listed in Appendix A, which shall be attached hereto and made a part of this Agreement.

B. It is hereby agreed that Appendix A may be reopened for negotiations by either party upon written notice to the other party at the end of the 1966-67 school year. However, such notice must be received no later than March 1, 1967 and negotiations shall not commence until after April 1, 1967.

C. No teacher shall be reduced in level or salary because of the execution of this Agreement or the terms and conditions set forth therein.

D. All hours to be credited above a degree must be graduate hours from an accredited institution.

E. Graduate hours beyond the Master's Degree shall pertain to and be applicable toward an approved and recognized graduate degree (such as the Educational Specialist). If such graduate hours are not a part of a degree program, upon permission in advance by the Board, such graduate hours shall pertain to and be applicable in the professional field in which the teacher is employed.

F. A teacher who completes graduate work for a degree, and receives it after the beginning of the school year, but prior to the beginning of the second semester, shall receive the proportionate increase in salary for the remainder of the school year in such higher degree level.

G. A teacher hired for the second semester shall be placed at the beginning level, or at their appropriate experience level. Thereafter, such teacher shall receive increases in salary on a half-year basis.

ARTICLE XVII
MILEAGE

Teachers shall not ordinarily be expected to transport students to and from school activities in their personal cars, but if it is necessary for them to do so, they shall be reimbursed at the rate of ten cents per mile traveled. The teacher must fill out the appropriate forms provided by the Board, thereafter as practicable, in order to be reimbursed.

ARTICLE XVIII
NEGOTIATION PROCEDURE

A. It is agreed that anything not specifically covered or set forth in this Agreement, but of common concern to the parties, may be subject to negotiation by either party serving written notice to the other party by March 1 of each year. The written notice must contain a listing of all matters sought to be negotiated. Negotiations shall commence on or about April 1.

B. It is further agreed that Article III, Sections A and D, and Article XIV, Section A, may be reopened for negotiations on March 1 of each year through the procedures set forth in Section A above.

C. It is further agreed that if there are changes in Board policies or procedures, which directly affect the meaning or purposes set forth in Article V, Section D; Article VI, Section A; or Article VII, then each or all such provisions may be subject for negotiation through the procedures set forth in Section A above.

D. The parties agree to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering and resolving the subjects for negotiations.

E. 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 teachers, but the parties mutually pledge that the representatives shall be clothed with necessary power and authority to make and consider proposals and make concessions in the course of negotiations, subject only to such ultimate ratification.

F. 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.

ARTICLE XIX
SEPARABILITY

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

ARTICLE XX
CONCLUSION AND DURATION

A. During the negotiations of this Agreement, each party made certain proposals. This Agreement encompasses and incorporates all proposals which were agreed upon. It is the intention of the parties that this Agreement during its term shall cover the arrangements agreed upon between the parties concerning wages, hours, and conditions of employment that are to be in effect.

B. This Agreement shall be in effect until midnight, June 30, 1968, except as set forth in Articles XVI and XVIII. Upon written notice by either party, on or before March 1, 1968, of the intention to terminate or modify this Agreement, the parties agree to commence negotiations on or about April 1, 1968.

AGREEING TO THE FOREGOING, The parties hereto have executed this Agreement this sixth day of September , 1966.

For the Association,

Neil H. Davis, II.
Neil Davis, President

For the Board,

Truman Owens
Truman Owens, Superintendent of Schools

APPENDIX A

- A. SALARY SCHEDULE - 1966-1967
- B. EXTRA-CURRICULAR PAY SCHEDULE

TEACHER SALARY SCHEDULE

1966-67

YEAR SCHEDULE	A. B. A	A. B. + 10 B	A. B. + 20 C	M. A. D	M. A. + 10 E	M. A. + 20 F	Ed. Spec. G
1	5675 (1.00)	5745.94 (1.0125)	5816.88 (1.025)	5958.75 (1.05)	6029.69 (1.0625)	6100.63 (1.075)	6242.50 (1.10)
2	5958.75 (1.05)	6029.69 (1.0625)	6100.63 (1.075)	6242.50 (1.10)	6327.63 (1.115)	6412.75 (1.13)	6583.00 (1.16)
3	6242.50 (1.10)	6327.62 (1.115)	6412.75 (1.13)	6583.00 (1.16)	6682.31 (1.1775)	6781.63 (1.195)	6980.25 (1.23)
4	6526.25 (1.15)	6625.56 (1.1675)	6724.88 (1.185)	6923.50 (1.22)	7037.00 (1.24)	7150.50 (1.26)	7377.50 (1.30)
5	6866.75 (1.21)	6980.25 (1.23)	7093.75 (1.25)	7320.75 (1.29)	7448.44 (1.3125)	7576.13 (1.335)	7831.50 (1.38)
6	7207.25 (1.27)	7334.94 (1.2925)	7462.63 (1.315)	7718.00 (1.36)	7874.06 (1.3875)	8030.13 (1.415)	8342.25 (1.47)
7	7547.75 (1.33)	7703.81 (1.3575)	7859.88 (1.385)	8172.00 (1.44)	8342.25 (1.47)	8512.50 (1.50)	8853.00 (1.56)
8	7945.00 (1.40)	8115.25 (1.43)	8285.50 (1.46)	8626.00 (1.52)	8824.63 (1.555)	9023.25 (1.59)	9420.50 (1.66)
9	8342.25 (1.47)	8540.88 (1.505)	8739.50 (1.54)	9136.75 (1.61)	9363.75 (1.65)	9590.75 (1.69)	10044.75 (1.77)
10	8739.50 (1.54)	8966.50 (1.58)	9193.50 (1.62)	9647.50 (1.70)	9902.88 (1.745)	10158.25 (1.79)	10669.00 (1.88)

EXTRA-CURRICULAR PAY SCHEDULE

The following pay schedules for extra-curricular duties or activities shall be in addition to the salary of the teacher concerned.

Extra-Curricular Pay Percentages:

The following percentages shall be based on the beginning salary at the B. A. level for the first year a teacher is involved in the stated activity, and the percentage shall be computed from successive steps on the B. A. scale for each year thereafter, up to a maximum of ten (10) years:

Athletic Program - High School

Head Football and Basketball Coaches	9	percent
Assistant Varsity Football Coach	5	"
2nd Assistant Varsity Coach	4	"
Junior Varsity Coach	4 1/2	"
Assistant Junior Varsity Coach	4	"
Junior Varsity Basketball Coach	5	"
Head Baseball and Track Coaches	6	"
Assistant Baseball and Track Coaches	3	"
Head Cross Country, Golf and Tennis Coaches	3	"
Intramurals	2	"
Girls Athletic Club (including varsity cheerleading)	2	"

Athletic Program - Junior High School

Head Football Coach	4	"
Assistant Football Coach	3	"
Baseball and Track Coaches	2	"
Intramurals	2	"
9th Grade Basketball Coach	3	"
7th and 8th Grade Basketball Coach	4	"

Extra-Curricular Pay - Stated Amounts

Teachers performing the following extra-curricular activities or duties shall

receive the specified amount of pay for each activity or duty:

High School

Department Heads	\$300.00
Band	200.00
Yearbook	200.00
Senior Class Advisors	300.00
Forensics	100.00
Debate	100.00
Drama	100.00
Cheerleading (Jr. Varsity)	100.00

Junior High School

Cheerleading	\$100.00
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Elementary Schools

Camping	35.00
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(However, the Board shall conduct a study to ascertain the value of the program, its cost, the mechanics and the procedures during the 1966-67 school year. Upon conclusion of the study, the parties shall meet and confer with reference to continuation of the program and whether or not teachers shall continue to be paid.)

<u>Special Education Teachers</u>	\$200.00
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