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Jefferson Board of Education

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OFFICE OF PROFESSIONAL NEGOTIATIONS

PROFESSIONAL NEGOTIATIONS AGREEMENT

BETWEEN

THE JEFFERSON BOARD OF EDUCATION

AND

THE JEFFERSON EDUCATION ASSOCIATION
MEA - NEA

JULY, 1967 - JUNE 30, 1968

- 2. no
- 3. 6-30-68
- 4. *Yes*
- 5. *Yes*

MEA
1216 Kendale
E. Lansing, MI 48823

JEFFERSON EDUCATION ASSOCIATION

AGREEMENT, 1967-1968

This Agreement entered into this _____ day of _____, 1967,
by and between the School District of Jefferson, the County of Monroe, Michigan,
hereinafter called the "Board", and the Jefferson Education Association, here-
inafter called the "Association".

W I T N E S S E T H:

WHEREAS the Board and the Association recognize and declare that
providing a quality education for the children of Jefferson Schools is their
mutual aim and that the character of such education depends predominately upon
the quality and morale of the teaching service. and

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

WHEREAS, the Board has a statutory obligation, pursuant to the Public
Employment Relations Act, 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 have reached certain understandings which they
desire to confirm in this Agreement,

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

TABLE OF CONTENTS

| | | |
|----------------|---|-------------|
| Article I | Recognition..... | 1 |
| Article II | Rights of the Board..... | 2-3 |
| Article III | Association and Teacher Rights..... | 4-5-6 |
| Article IV | <i>Over</i> | 7 |
| Article V | Teaching Hours and Class Load..... | 8-9 |
| Article VI | Special Student Program..... | 10 |
| Article VII | Teaching Conditions..... | 11-12 |
| Article VIII | Positions of Responsibility..... | 13 |
| Article IX | Qualifications and Assignments..... | 14 |
| Article X | Vacancies Promotions and Transfers..... | 15-16 |
| Article XI | Illness or Disability..... | 17 |
| Article XII | Personal Business Leave..... | 18-19 |
| Article XIII | Unpaid Leaves of Absence..... | 20-21 |
| Article XIV | Academic Freedom..... | 22 |
| Article XV | Teacher Evaluation..... | 23 |
| Article XVI | Professional Behavior..... | 24 |
| Article XVII | Professional Improvement..... | 25 |
| Article XVIII | Reductions in Personnel and Annexations and Consolidations of Districts..... | 26 |
| Article XIX | Continuity of Operations..... | 27 |
| Article XX | School Calendar..... | 28 |
| Article XXI | Professional Compensation..... | 29 |
| Article XXII | Special Teaching Assignments..... | 30 |
| Article XXIII | Student Discipline and Teacher Protection..... | 31-32 |
| Article XXIV | Group Insurance Protection..... | 33 |
| Article XXV | Professional Grievance Procedure..... | 34-35-36-37 |
| Article XXVI | Negotiation Procedures..... | 38 |
| Article XXVII | Miscellaneous Provisions..... | 39 |
| Article XXVIII | Duration of Agreement..... | 40 |
| Schedule A | Jefferson Schools-School Calendar 1967-68..... | 41-42 |
| Schedule B | Teachers Salary Schedule..... | 43-44 |
| B-1 | Athletic Schedule..... | 45 |
| B-2 | Index for Special Services..... | 46 |
| Schedule C | Professional Grievance Report..... | 47 |

ARTICLE I

Recognition

A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all certificated personnel whether under contract, on leave, employed or to be employed by the Board, excluding: Superintendent, Assistant Superintendents, Principals, Assistant Principals, Business Manager, Director of School and Community Relations, Director of Vocational Education and supervisors within the meaning of the Public Employment Relations Act. (Section 2. Act 379). 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.

C. The Association represents a probationary teacher in matters of wages, hours, working conditions and reprimand or transfer for Associations activities.

ARTICLE II

Rights of the Board

The Board on its own behalf and on behalf of the electors of the district hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and 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, 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 during the school day:
2. To hire all employees, subject to the provisions of the law, to determine their qualifications and the conditions of their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
3. To establish grades and approve courses for instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
4. To decide upon the organization of the school for instruction, the final selection of textbooks and other teaching materials, and the selection and use of teaching aids.
5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignment of teachers and other employees with respect to administrative and non-teaching activities, and the terms and conditions of employment within the framework of this agreement.

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 judgement 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 hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE III

Association and Teacher Rights

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every certified teaching 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 lawful 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 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 the Act or other laws of Michigan or the Constitution 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.

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

C. The Association and its representatives shall have the right to use school buildings with the approval of the building Principal, whose approval shall not be unreasonably withheld, and outside the normal school day for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefor.

D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association

business on school property during the regular school day, with the knowledge of the principal, provided this shall not interfere with or interrupt the normal school operation. The Principal will ascertain the availability of the staff members and assign a room where the conference may be held.

E. The Association shall have the right to use the following school equipment: typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay the cost of all materials and supplies incident to such use. No equipment shall be removed from the school premises for the Association's use.

F. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the district mail service and teacher mail boxes for communications to teachers. No teacher shall be prevented from wearing reasonable insignia, pins or other identification of membership in the Association or any other organization.

G. The Board agrees to furnish to the Association, in response to reasonable requests, information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, minutes of all public Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

H. The Association shall be advised by the Board, whenever possible, of any new or modified fiscal, budgetary, or tax programs, construction programs, or major revisions of educational policy, which are proposed, and the Association shall be given reasonable opportunity to consult with the Board with respect to said matters prior to final adoption.

I. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, marital status.

J. Consistent with the Code of Ethics of the Education Profession, membership in the Association shall be open to all teachers regardless of race, creed, sex, marital status, or national origin.

Dues

ARTICLE IV

A. Teachers will prior to October 1st., deliver to the Board of Education Offices assignment authorizing deduction of membership dues and assessments of the Association (including the National Education Association and the Michigan Education Association). Such authorization shall be continuous in effect during the current school year.

B. At the beginning of the school year the total annual membership dues and assessments from the various educational associations will be deducted from the total yearly salary, the remainder of the salary will be paid in 26 payments every other Friday.

ARTICLE V

Teaching Hours and Class Load

- A. A teacher shall be required to be in the school building 30 minutes prior to the opening of the regular school day and in the classroom fifteen (15) minutes before the opening of the pupils' regular school program. Teachers shall be permitted to leave 15 minutes after the pupils' regular pupil day or pupil bus departure. Teachers are encouraged to remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time, including consultations with parents.
- B. The normal daily teaching load in the school system will not exceed $5\frac{1}{4}$ hours of pupil contact. Assignment to a supervised study period shall be considered pupil contact for purposes of this Article.
- C. All teachers shall be entitled to a duty-free uninterrupted lunch period, but in no event less than thirty minutes.
- D. Elementary teachers will be provided two (2) fifteen minute recess periods each day. In addition, elementary teachers may use for preparation all time during which their entire class is receiving instruction from various teaching specialists.
- E. Teachers of music, art and the laboratory sciences, librarians, speech therapists, reading consultants, visiting teachers and counselors shall be provided with relief and preparation time to the same extent as other teachers.
- F. Any departure from these norms shall be made subject to the Grievance Procedure hereinafter set forth.
- G. If a teacher shall teach more than the normal teaching load as set forth in this Article and is assigned an additional class, he shall receive

additional compensation at the rate of $1/12$ of the base contract salary for Senior High School per semester and $1/14$ of the base contract salary for Junior High School per semester.

H. When authorized demands are made for attendance at staff conferences, parent-teacher conferences, PTA meetings, and the like, which demands can readily become excessive; it is agreed that if such extra curricular activities shall exceed 8 hours per month, the Board will pay the teacher at the rate of \$5.00 per hour.

ARTICLE VI

Special Student Program

A. The parties recognize that children having special physical, mental and emotional problems may require specialized classroom experience and that their presence in regular classrooms may interfere with the normal instructional program and place extraordinary and unfair demands upon the teacher. Special attention will be given to reducing class size where special students are placed in a regular classroom.

B. The Board will endeavor to employ as many school psychologists as reimbursed by the State program.

ARTICLE VII

Teaching Conditions

The parties recognize that optimum school facilities for both student and teacher are 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 to teach and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

A. Because the pupil-teacher ratio is an important aspect of an effective educational program the parties agree that class size should be lowered wherever possible. The Board agrees to review class sizes and when there is an excess over acceptable standards efforts will be directed to reduce such class sizes:

B. The Board will direct its efforts at all times toward keeping the schools reasonably equipped and maintained. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools.

C. The Board shall provide a budget item to begin a teacher reference library in each school in the district which shall include professional books and periodicals, and sample texts which have been requested by building staff members and requisitioned and purchased through the regular channels. During the life of this contract the budget shall be: Elementary - \$150.00 Junior High - \$100.00 Senior High - \$100.00. The Association will appoint a teacher in each school to control and be responsible for all materials assigned to the reference library and file with the Principal at the close of the school year

a detailed inventory of materials.

D. The Board agrees to make available in each school adequate typing and duplicating facilities.

E. The Board shall provide:

1. Separate desk for each teacher in the district.
2. Suitable closet space for each teacher to store coats, overshoes and personal articles.
3. Chalkboard space in every classroom.
4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
5. A dictionary in every classroom.
6. Storage space in each classroom for instructional materials.
7. Attendance books, chalk, erasers and other such material required in daily teaching responsibility.

F. The Board agrees to engage teacher aides as conditions require.

G. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.

H. The Board of Education shall make available when possible in each school adequate lunchroom, restroom and lavatory facilities exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted. Provision for such facilities will be made in all future buildings.

I. Telephone facilities shall be made available to teachers.

J. Upon the request of the Association, vending machines may be installed in the teachers' lounge and lunchroom space.

K. Off street parking facilities shall be provided, and maintained for teacher use.

ARTICLE VIII

Positions of Responsibility

A. The Board of Education has approved the plan of positions of responsibility. The number of positions will be determined by the Board of Education. Each person will be appointed by the Principal or Principals with the approval of the Superintendent of Schools. The duties of each position will be enumerated by the administration. Each person appointed will be allowed \$400.00 for the years work. The following are suggestions for Positions of Responsibility:

High School

English

Math

Science

Social Studies

Junior High

English

Math

Science

Social Studies

Junior and Senior High School

Business

Guidance

Foreign Language

Industrial Arts

Physical Education

Fine Arts, Practical Arts

(Home Ec., Music, Art)

ARTICLE IX

Qualifications and Assignments

- A. The Board shall make every effort to employ teachers with four (4) years of college training from an accredited college or university according to the State code.
- B. After August 1st the employment of teachers with special certificates will be considered only in cases of absolute necessity.
- C. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers will not normally be assigned outside the scope of their teaching certificates or their major or minor field of study.
- D. All teachers shall be given written notice of their tentative teaching assignments for the forthcoming year no later than the preceding first day of June.
- E. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties, and summer school courses, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to teachers regularly employed in the district.

ARTICLE X

Vacancies, Promotions and Transfers

A. The Board recognizes that it is desirable in making assignments to consider the best interests of teachers and students. Requests by a teacher for transfer to a different class, building or position shall be made in writing to the Superintendent. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Superintendent.

B. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to the existing instructional program. Notwithstanding, the Superintendent, using his reasonable judgement, may fill such a staff vacancy from within the present staff or with an outside candidate, whichever serves the best interest of the school district.

C. In general the Board will consider filling vacancies, including vacancies in supervisory positions, from within its own teaching staff. Whenever a vacancy arises the Superintendent shall post notices for 10 calendar days of such openings and shall receive and consider applications from interested teachers. Vacancies shall be filled on the basis of experience, competency and qualifications of the applicant, length of service in the district, and other relevant factors. An applicant with less service in the district shall not be awarded such position unless his qualifications shall be substantially superior. "Service" in the district, for the purposes of this Agreement, shall mean continuous employment in a school of the district,

including substitute service, irrespective of tenure status and shall include all periods when the teacher was on a professional leave of absence.

D. An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the instructional program. The Superintendent shall notify the affected teacher of the reasons for such transfer. If the teacher objects to such transfer for the reasons given, the dispute may be resolved through the professional grievance procedure.

E. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be restored such rights as he may have had under the Agreement prior to such transfer to supervisory or executive status.

ARTICLE XI

Illness or Disability

A. At the beginning of each school year each tenure teacher shall be credited with fifteen days sick leave allowance to be used for absences caused by illness or physical disability of the teacher. The unused portion of such allowance shall accumulate to a maximum of 90 days.

B. At the beginning of each school year each probationary teacher shall be credited with ten days sick leave allowance to be used for absences caused by illness or physical disability of the teacher.

ARTICLE XIII

Personal Business Leave

A. Tenure teachers are allowed two days per year with full pay as personal business leave. accumulation at the rate of one day per semester. Such days are in addition to sick leave. Non-tenure teachers will receive one personal business day per year, in addition to sick leave. Personal business days are not accumulative beyond two days. Personal business days shall be granted to the employee when a request has been made to the Superintendent through the Principal at least 24 hours in advance. The granting of such requests will be made in the order of approval and limited to five persons for any one school day. Emergency personal business leave may be granted at the discretion of the Superintendent. Such days of absence shall not occur immediately preceding or following a vacation period or holiday. The Superintendent may grant request of two additional days chargeable to sick leave if there appears to be a necessity, such request will originate with the building Principals.

B. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.

C. Absence because of a death. The death of a member of the immediate family, namely father, mother, wife, husband, sister, brother or child of the family shall allow a leave up to 5 days, chargeable to sick leave.

D. Weddings. A teacher is allowed 3 consecutive days for his own wedding and 1 day if wedding of a member of the immediate family.

E. A teacher may charge to sick leave the actual time required to attend a funeral of a relative other than the immediate family or a close friend.

F. Absence because of illness in the immediate family may use sick leave for a limited period of time. This leave should seldom be more than one day.

G. Other reasons for absence. Each case judged on its merit and salary adjustments shall be made as necessary.

ARTICLE XIII

Unpaid Leaves of Absence

A. A military leave 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. Refer to School Code Act 145 of 1943, as amended Ref. 388, 421 and 422.

B. A leave of absence of up to one (1) year shall be granted to any teacher upon application for the purpose of serving as an officer of the Association or on its staff. Upon return. From such leave such teachers shall be placed at the same position of the salary schedule as they would have been had they taught in the system during such period.

C. A leave of absence shall be granted to any teacher upon application for the purpose of campaigning for, or serving in, a public office. Upon the return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.

D. A maternity leave shall be granted for a period of one (1) year in addition to any unfinished year. Request for such a leave shall be at least six (6) months before the expected birth of the child. The teacher shall withdraw from her position not later than ninety (90) days previous to expected birth and shall stop employment at the end of the first semester of the school year. In case of compelling medical reasons resulting from the pregnancy, the teacher must remain out of employment for the remainder of the semester and apply for reinstatement. The obligation of the Board in such circumstances is as follows:

If an employee desires to return, a written statement must be made to the Superintendent of Schools by April 1st, that she desires to return. Re-employment at the end of the leave shall be contingent, however, on an existing vacancy in the field of the teacher.

E. A female teacher adopting a child may receive a similar leave which shall commence upon the entry of an order terminating the rights of natural parents by the Probate Court. A teacher returning from a leave provided in this paragraph shall be placed on that step of the scale that was left by the teacher. The administration shall have been notified at least thirty (30) days in advance of the final adoption and that a request has been made for an adoption.

F. A health leave for a teacher may be granted upon the recommendation of a physician for a period of one year plus an unfinished year after which the teacher must return or resign. The Board agrees that a tenure teacher returning from such a leave shall be given the same or similar position for which he is qualified as such teacher held prior to the leave of absence and that such teacher shall be placed on that step of the salary scale that was left by the teacher.

G. Leaves for professional study will be eligible for regular salary increments. For professional study, twelve (12) semester hours of credit must be earned each six (6) months of absence to qualify for the increment.

ARTICLE XIV

Academic Freedom

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

B. Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

ARTICLE XV

Teacher Evaluation

- A. The work performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated three (3) times during the school year; one (1) month following the teacher's commencement of service, two (2) months after the teacher's commencement of service, and ninety (90) days prior to the end of the probationary school year. Tenure teachers shall be evaluated at least once in every two (2) years.
- B. Evaluation shall be conducted by the teacher's administrator working in the same building or otherwise familiar with the teacher's work, who shall be designated by the Board.
- C. Each observation shall be made in person for a minimum of thirty (30) consecutive minutes. All monitoring or observation of the work 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.
- D. A copy of the written evaluation shall be submitted to the teacher at the time of such personal interview or within ten (10) days thereafter, and the teacher shall have the opportunity to review the evaluation report with the building principal. All evaluations shall be based upon valid criteria for evaluating professional growth.
- E. Each teacher shall have the right upon request to review the contents of his own personnel file, excluding employment references. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

ARTICLE XVI

Professional Behavior

- A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement.
- B. The Board recognizes that the Code of Ethics of the Education profession is considered by the Association and its membership to define acceptable criteria for professional behavior. The Association shall deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.
- C. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. The Association shall provide representation in a timely manner.

ARTICLE XVII

Professional Improvement

A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies and participation in community educational projects.

B. After July 1st, 1967, the Board of Education will pay Twenty Dollars (\$20.00) per semester hour of graduate credit for work completed from an accredited college or university. These hours of credit must be completed while the teacher is actually on the school payroll. The payment for these hours of credit is made in a lump sum near the conclusion of the school year, usually in May or June. A teacher will not take more than two (2) courses per semester during the regular school year.

C. The Board agrees to consider applications for teachers who desire to attend selected professional conferences. A teacher attending such conferences and meetings shall be granted sufficient leave time without loss of compensation.

D. The Board recognizes the value and need for in-service training, workshops, and after school classes designed to improve the quality of instruction. When the need arises the Board will consider the implementation of the program.

ARTICLE XVIII

Reductions in Personnel and Annexations and Consolidations of Districts

A. To the fullest extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined.

B. In the event this district shall be combined with one or more districts, the Board will use its best efforts to assure continued employment of association members in such consolidated district.

ARTICLE XIX

Continuity of Operations

A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined by Section 1 of the Public Employment Relations Act.

B. The Board agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practices as defined by Section 10 of the Public Employment Relations Act.

C. Nothing in this article shall require the Board to keep schools open in the event of severe and inclement weather or when otherwise prevented by the act of God. The closing of schools under this paragraph shall not affect the teachers right for full payment of salary for those days. However, if the number of act of God days exceeds five (5) an equitable agreement will be made to conform to State Laws.

ARTICLE XX

School Calendar

- A. For the term of this Agreement the school calendar shall be as set forth in Schedule A. There shall be no deviation from or change in the school calendar except by mutual agreement by the Board and the Association.
- B. At least one day shall be provided at the end of each semester for the completion of teacher records when pupils shall be excused from attendance.
- C. It is recognized that 180 days of student instruction days are necessary for maximum state aid. Changes in the school calendar may be made to satisfy this requirement.

ARTICLE XXI

Professional Compensation

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

B. All teachers newly employed shall be given _____ of the Salary Schedule as credit as set forth in Schedule B for years of outside teaching experience in any school district and other teaching experience for which credit is allowed. Credit allowance may also include other types of teaching experience.

C. Longevity payments as set forth in Schedule.

D. Teachers involved in extra duty assignments set forth in Schedules B 1 and 2 which are attached to and incorporated in this Agreement shall be compensated in accordance with the provisions thereof. All teachers shall be compensated in accordance with the provisions of this Article and the annexed Schedules without deviation.

E. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance at the Board's established rate per mile. The same allowance shall be given for the use of personal cars for field trips or other business of the district. However, the Board discourages use of personal automobiles for field trips and transportation of students. It is expressly understood that this does not constitute the leasing of the teacher's vehicle.

ARTICLE XXII

Special Teaching Assignments

A. Assignments for the Adult Education and Summer School programs will be made by the Board on the basis of preference to teachers possessing permanent teaching certificates regularly employed during the normal school year. No teacher shall be required to work a split shift or to teach less than three hours in any Summer School program. Teachers shall be compensated for teaching in any such programs at not less than the rate negotiated by the Board of Education and the Association.

B. The Board agrees to maintain an adequate list of substitute teachers contingent upon the availability of such persons. Teachers shall be informed of a telephone number they may call before 7:15 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

C. 1. Qualified Driver's Education teachers will be paid at the rate of Thirty-two Dollars (\$32.00) per student for those students completing six (6) hours behind the wheel training and the related classroom instruction. No payment to be made if students have not completed three (3) hours behind the wheel instructions.

2. Driver Education cars shall be furnished by the school district, maintenance and insurance of these vehicles will be borne by the district.

3. The Driver Education cars will be kept at a location specified by the school administration (Superintendent), and will not be used for personal reasons.

4. Classroom space will be provided for the use of Driver Education students. Rooms will include adequate storage space and equipment.

ARTICLE XXIII

Student Discipline and Teacher Protection

- A. 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. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to utilize such professional personnel as are available.
- B. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics.
- C. A teacher may send a pupil to the principal of the building when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident.
- D. Temporary suspension of students from school may be imposed only by the Superintendent or his designated representative. School authorities will endeavor to achieve correction of student misbehavior through counseling and

interviews with the child and his parents when warranted. Permanent exclusion from the school remains the sole right of the Board of Education.

E. Any case of assault upon a teacher during the course of school business shall be promptly reported to the principal or his designated representative. Upon request of the teacher the Board's legal counsel shall advise the teacher of his rights and obligations with respect to such assault, and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

F. Time lost by a teacher during litigation under the conditions of this article shall not be charged against the teacher. In the event the teacher is found to be at fault in provoking an assault such time shall be charged against the teacher and the cost to the Board retrievable.

ARTICLE XXIV

Group Insurance Protection

A. The Board shall provide without cost to each full-time teacher the following insurance protection plan:

Full health care coverage, including basic hospital and major medical protection for the employee or 50% of the cost of the Family Plan which includes basic hospital and major medical protection.

B. The Board shall make payment of insurance premiums for each full time teacher to assure insurance coverage for the full twelve-month period commencing October 1st and ending September 30th; when necessary, premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

C. The Board shall make payment of Six Dollars (\$6.00) per month for each $\frac{1}{2}$ time teacher.

ARTICLE XXV

Professional Grievance Procedure

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, order or regulation of the Board may be processed as a grievance as hereinafter provided. The grievance procedure shall not apply to the discharge or demotion of a tenure teacher. The Association recognizes that the Tenure Act provides an adequate remedy therefore.
- B. If an individual teacher has a personal complaint which he desires to discuss with his principal, he is free to do so without recourse to the grievance procedure.
- C. The grievant may invoke the formal grievance procedure within seven (7) days of the alleged infraction on the form set forth in annexed Schedule C, signed by the grievant and a representative of the Association, which form shall be available for the Association representative in each building. A copy of the grievance form shall be delivered to the principal or supervisor, who shall sign for receipt of said grievance. If the grievance involves policy the Association may file with the Superintendent of Schools.
- D. Within three (3) school days of receipt of the grievance, the principal or supervisor shall meet with an Association representative in an effort to resolve the grievance. The Principal or supervisor shall indicate his disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the grievant and Association.
- E. Any grievance that either (1) is not processed further or (2) disposed of in accordance with this Grievance Procedure shall be considered settled, and

such settlement shall be final and binding upon the Board, the employee or employees involved, and the Association and its members.

F. If the grievance is not satisfactorily resolved by the preceding disposition, or if no disposition has been made within three (3) school days of such meeting, the grievance shall be transmitted to the Superintendent by the Association. Within five (5) school days, the Superintendent or his designee shall meet with an Association representative on the grievance and shall indicate his disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the Association.

G. If the grievance is not satisfactorily resolved by the Superintendent or his designee, or if no disposition has been made within three (3) school days of such meeting, the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter. A copy of such disposition shall be furnished to the Association.

H. If the grievance is not satisfactorily resolved by the Board, or if no disposition has been made within the period provided, the grievance may be submitted to a local committee of three (3) - one person chosen by the Association, one person chosen by the Board of Education and one person agreed upon by the other two appointed. The Board and the Association shall not be permitted to rely on any evidence not previously disclosed to the other party. The Committee of three shall have no power to alter, add to, or subtract from the terms

of this Agreement. Both parties agree to be bound by the decision of this committee. Disposition of the grievance by the local committee shall be made no later than thirty (30) days thereafter.

I. If the grievance cannot be satisfactorily resolved by the local committee, or if no disposition has been made within the period provided, the grievance may be submitted to State Labor Mediation Board. The Board and the Association shall not be permitted to assert in such proceeding any ground or to rely on any evidence not previously disclosed to the other party. Both parties agree to be guided by the award of the State Labor Mediation Board and agree that judgment thereon may be entered in any court of competent jurisdiction.

J. The fees and expenses of these procedures shall be shared equally by the parties.

K. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.

L. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

M. There shall be one or more Association representatives for each school building to be selected in a manner determined by the Association. The

Association shall inform the Principals of each school building and the Superintendent not later than the second week of school of the name or names of the designated Association representatives of each school building and their designated alternates in case of absence.

ARTICLE XXVI

Negotiation Procedures

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

B. Prior to January 15th, of the Agreement, upon request of either party, negotiations will be undertaken for an agreement covering the 1968-69 school year.

C. Neither party in any negotiations 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. While no final agreement shall be executed without ratification by the Association and approval by the Board of Education the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

ARTICLE XXVII

Miscellaneous Provisions

- A. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.
- B. Consistent with the Code of Ethics, prior to April 1st of the ensuing school year staff members not intending to return should give notice to the Superintendent, this in no way will waive the rights and privileges that a teacher has under the State Tenure Act.
- C. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. In the event that any of the provisions of this Agreement shall be or become legally invalid or unenforcable, such invalidity or unenforcability shall not affect the remainder of the provisions hereof.
- E. Copies of this Agreement shall be made available by the Board. Copies shall be presented to all teachers now employed and hereafter employed by the Board.

ARTICLE XXVIII

Duration of Agreement

This Agreement shall be effective as of July 1, 1967, and shall continue in effect until the 30th day of June, 1968. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

By _____
Its President

By _____
Its President

By _____
Its Secretary

By _____
Its Secretary

By _____
Chairman, Negotiating Committee

By _____
Member

By _____
Negotiating Committeeman

By _____
Member

By _____
Negotiating Committeeman

By _____
Member

By _____
Negotiating Committeeman

By _____
Member

By _____
Negotiating Committeeman

By _____
Member

Dated this _____ day of

_____, 1967.

SCHEDULE A
JEFFERSON SCHOOLS-SCHOOL CALENDAR 1967-68

| Week | Month | M | T | W | Th | F | |
|---|----------|----|----|----|----|----|---|
| | Aug. | | | | | 1 | New Teacher's Meeting |
| 1 | Sept. | 4 | 5 | 6 | 7 | 8 | Sept. 4- Labor Day Sept. 5- All Teachers Meeting Sept. 6- School Begins |
| 2 | | 11 | 12 | 13 | 14 | 15 | |
| 3 | | 18 | 19 | 20 | 21 | 22 | |
| 4 | | 25 | 26 | 27 | 28 | 29 | |
| 5 | Oct. | 2 | 3 | 4 | 5 | 6 | |
| 6 | | 9 | 10 | 11 | 12 | 13 | |
| 7 | | 16 | 17 | 18 | 19 | 20 | State Institute End of 1st. Period 33 days in membership 31 days in session. |
| 8 | | 23 | 24 | 25 | 26 | 27 | |
| 9 | | 30 | 31 | 1 | 2 | 3 | |
| 10 | Nov. | 6 | 7 | 8 | 9 | 10 | |
| 11 | | 13 | 14 | 15 | 16 | 17 | |
| 12 | | 20 | 21 | 22 | 23 | 24 | Thanksgiving Recess |
| 13 | | 27 | 28 | 29 | 30 | 1 | End of 2nd Period 29 days in membership 28 days in session. |
| 14 | Dec. | 4 | 5 | 6 | 7 | 8 | |
| 15 | | 11 | 12 | 13 | 14 | 15 | |
| 16 | | 18 | 19 | 20 | 21 | 22 | |
| | Jan. '68 | 25 | 26 | 27 | 28 | 29 | Christmas Recess |
| | | 1 | 2 | 3 | 4 | 5 | |
| 17 | | 8 | 9 | 10 | 11 | 12 | |
| 18 | | 15 | 16 | 17 | 18 | 19 | |
| 19 | | 22 | 23 | 24 | 25 | 26 | Marking Day and Conferences End of 3rd. Period 29 days in membership 29 days in session. |
| END OF FIRST SEMESTER 91 DAYS IN MEMBERSHIP-88 DAYS IN SESSION. | | | | | | | |

| Week | Month | M | T | W | Th | F | |
|------|-------|--|----------|-----------|-----------|-----------|--|
| 20 | Jan. | 29 | 30 | 31 | 1 | 2 | Beginning of Second Semester |
| 21 | Feb. | 5 | 6 | 7 | 8 | 9 | |
| 22 | | 12 | 13 | 14 | 15 | 16 | |
| 23 | | 19 | 20 | 21 | 22 | 23 | |
| 24 | | 26 | 27 | 28 | 29 | 1 | |
| 25 | March | 4 | 5 | 6 | 7 | <u>8</u> | 1/2 Day In-Service Training End of 4th. Period 30 Days in Membership 30 Days in Session |
| 26 | | 11 | 12 | 13 | 14 | 15 | |
| 27 | | 18 | 19 | 20 | 21 | 22 | |
| 28 | | 25 | 26 | 27 | 28 | 29 | |
| 29 | April | 1 | 2 | 3 | 4 | 5 | |
| | | <u>8</u> | <u>9</u> | <u>10</u> | <u>11</u> | <u>12</u> | Easter Recess |
| 30 | | 15 | 16 | 17 | 18 | 19 | |
| 31 | | 22 | 23 | 24 | 25 | 26 | |
| | | End of 5th. Period 30 days in Membership 30 days in session. | | | | | |
| 32 | | 29 | 30 | 1 | 2 | 3 | |
| 33 | May | 6 | 7 | 8 | 9 | 10 | |
| 34 | | 13 | 14 | 15 | 16 | 17 | |
| 35 | | 20 | 21 | 22 | 23 | 24 | |
| 36 | | 27 | 28 | 29 | <u>30</u> | <u>31</u> | Memorial Day |
| 37 | June | 3 | 4 | 5 | 6 | 7 | |
| 38 | | 10 | 11 | 12 | <u>13</u> | 14 | Commencement & Recording Day End of 6th. Period 33 days in Membership 32 days in Session. |

END OF SECOND SEMESTER 93 DAYS IN MEMBERSHIP 92 DAYS IN SESSION

Total- 184 days in Membership 180 days in session

Teachers on duty - 188 days

Jefferson

SCHEDULE B

Provisions of the Salary Schedule 1967-68

| Step | A.B. | +15 | M.A. | +15 | +30 | Under Degree |
|-------|------|------|--------|--------|--------|--------------|
| 0 | 5900 | 6100 | 6400 | | | 5500 |
| 1 | 6100 | 6300 | 6600 | | | 5700 |
| 2 | 6300 | 6500 | 6800 | | | 5900 |
| ----- | | | | | | |
| 3 | 6500 | 6700 | 7000 | | | 6100 |
| 4 | 6750 | 7000 | 7300 | | | 6300 |
| 5 | 7000 | 7300 | 7600 | 7900 | 8200 | 6500 |
| ----- | | | | | | |
| 6 | 7400 | 7700 | 8000 | 8300 | 8600 | |
| 7 | 7800 | 8100 | 8400 | 8700 | 9200 | |
| 8 | 8200 | 8500 | 8800 | 9300 | 9800 | |
| ----- | | | | | | |
| 9 | 8600 | 8900 | 9400 | 9900 | 10,400 | |
| 10 | 9100 | 9500 | 10,000 | 10,500 | 11,000 | |

One hundred twenty five dollars will be added to the salary of a teacher on the recommendation of the Superintendent of Schools, for service above the ten year scale, at three year intervals, beginning with the 1964-65 school year. Teachers with thirteen years or more experience, accepted on the scale will be eligible to be considered for the provision.

B-2 INDEX FOR SPECIAL SERVICES

| | |
|--|----------------------------------|
| School Social Worker (Visiting Teacher) | 575 in addition to salary scale. |
| Reading Coordinator & Reading Clinician | 575 in addition to salary scale. |
| Speech Correctionist | 345 in addition to salary scale. |
| Mentally Handicapped Teacher | 345 in addition to salary scale. |
| Remedial Reading Teacher | 345 in addition to salary scale. |

B-3 Schedule

| | <u>1</u> | <u>2</u> | <u>3</u> | <u>4</u> | <u>5</u> |
|--|----------|----------|----------|----------|----------|
| Head Football | 550 | 600 | 650 | 700 | 12% |
| Ass't. Football) Reserve Football) | 340 | 380 | 420 | 460 | 7.5% |
| 9th. Grade Football | 275 | 300 | 325 | 350 | 5.5% |
| 7th. & 8th. Football | 225 | 250 | 275 | 300 | 5% |
| Head Basketball | 550 | 600 | 650 | 700 | 12% |
| Assist. Basketball | 340 | 380 | 420 | 460 | 7.5% |
| 9th. Grade Basketball | 275 | 300 | 325 | 350 | 5.5% |
| 7th. & 8th. Basketball | 225 | 250 | 275 | 300 | 5% |
| Head Baseball | 350 | 400 | 450 | 500 | 8% |
| Assist. Baseball | 300 | 325 | 350 | 375 | 5.5% |
| 9th. Grade Baseball | 250 | 275 | 300 | 325 | 5% |
| 7th. & 8th. Baseball | 225 | 250 | 275 | 300 | 4.5% |
| Head Track | 350 | 400 | 450 | 500 | 8% |
| 9th. Grade Track | 250 | 275 | 300 | 325 | 5% |
| Tennis (Jr. High) | 250 | 275 | 300 | 325 | 5% |
| G.A.A. | 300 | 325 | 350 | 375 | 6.5% |
| Cheerleader (High School) | 250 | 275 | 300 | 350 | |
| Cheerleader (Jr. High) | 150 | 175 | 200 | 225 | |
| Golf | 275 | 300 | 325 | 350 | 5.5% |
| Cross Country | 340 | 380 | 420 | 460 | 7.5% |
| Wrestling | 350 | 400 | 450 | 500 | 8% |
| H. S. Athletic Director | 550 | 600 | 650 | 700 | 12% |

| | |
|---|-----------------------|
| 7th. Grade Intramural | \$150.00 |
| 6th. Grade Intramural | 150.00 |
| Men's Adult Recreation | 150.00 |
| Women's Adult Recreation | 150.00 |
| Drama (1 Play) | 125.00 (Board) |
| | 25.00 (Play Proceeds) |
| Debate | 200.00 |
| Band Duties (Yearly Additional Duties) | 5% Per Year |
| Summer Band (16 Days at Regular Salary) | |
| Yearbook Advisor | 300.00 |