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AGREEMENT

BETWEEN

ALGONAC EDUCATION ASSOCIATION

AND

ALGONAC BOARD OF EDUCATION

1971 - 1972

Algonac Board of Education

MEA
1216 Wendale
East Lansing, Mich.
48823
8/31/71-8/15/72

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PROFESSIONAL NEGOTIATIONS

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INTRODUCTION.

THIS AGREEMENT entered into this _____ day of _____, 1971, by and between the BOARD OF EDUCATION OF THE CITY OF ALGONAC, MICHIGAN, hereinafter called the "Board," and the ALGONAC EDUCATION ASSOCIATION, hereinafter called the "Association."

WITNESSETH:

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

WHEREAS, the members of the teaching profession are qualified to assist in recommending ideas and programs designed to improve educational standards; and

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

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

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

ARTICLE I
RECOGNITION

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as certified through appropriate statutes, for all certificated teaching personnel under contract; Excluding: Superintendent; Assistant Superintendent; Administrative Assistant to Superintendent; Director of Special Education; Principals; Assistant Principals; Curriculum Coordinator; and Substitute Teachers. The term "teacher," when used hereinafter in the 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. The term "Board" shall include its officers and agents.

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

ARTICLE II

ASSOCIATION AND TEACHER RIGHTS

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or any other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

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

C. The Association and its members shall have the right to

use school building facilities for meetings subject to Board policy. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. Bulletin boards and mail boxes shall be made available to the Association and its members.

D. The Board agrees to furnish to the Association in response to reasonable requests from time to time, all available information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers.

E. The Board agrees to provide the Association with the names, phone numbers, and addresses of the new teachers for the first general teachers' meeting, if available at that time.

F. The Association president or a designated member (either/or) shall be allowed release time, during school hours, to conduct Association business. Such allotted time shall not interfere with classroom teaching assignments. When the Association president or any Association representative conducts Association business on school time, the building representative will notify the school principal.

G. The private and personal life of any teacher is not within the appropriate concern or attention of the Board. The Algonac Education Association agrees that its members shall act in a highly ethical and moral manner at all times and shall support the administration in maintaining these standards.

H. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status, or membership in or association with the activities of any employee organization.

ARTICLE III

MANAGEMENT RIGHTS

Except as modified by the specific terms of this Agreement, the Board retains all rights and powers to manage the Algonac Community Schools and to direct its employees. The Association recognizes these management rights and responsibilities as conferred by the laws and Constitution of the State of Michigan and as are inherent in the rights and responsibilities to manage the Algonac Community School System.

ARTICLE IV

PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

A. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or equivalent fee, the Board agrees promptly to remit to the Association that portion allocated to the Association and to remit the balance for both the NEA and the MEA, to the Michigan Education Association, 1216 Kendale Boulevard, Box 673, East Lansing, Michigan 48823, accompanied by an alphabetical list of teachers for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished. The Association agrees promptly to advise the Board of all members of the Association in good standing from time to time and to furnish any other information needed by the Board to fulfill the provisions of this article, and not otherwise available to the Board.

B. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the NEA and the MEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1st and September 1st of any year. Pursuant to such authorization, the Board shall deduct such dues in equal installments prior to January 1st of the school year. Deductions for teachers employed after the

commencement of the school year shall be appropriately prorated to complete payments by the following June.

C. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall as a condition of continued employment pay as a fee to the Association an amount equal to membership dues payable to the Association, the NEA and the MEA; provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in paragraph B of this article. The Board, upon receiving a signed statement from the Association indicating that the teacher has failed to comply with this condition, shall immediately notify said teacher that his services shall be discontinued at the end of the current semester, and shall dismiss said teacher accordingly. The Board shall follow the dismissal procedure of the Michigan Tenure Act, as applicable. The refusal of a teacher to contribute fairly to the costs of negotiation and administration of this and subsequent agreements is recognized as just and reasonable cause for termination of employment under the Michigan Tenure Act. However, if, at the end of the semester, a teacher or teachers receiving the termination notice shall then be engaged in pursuing any legal remedies contesting the discharge under this provision before the Michigan Tenure Commission, or a court of competent jurisdiction, such teacher's service shall not be terminated until such time as such

teacher or teachers have either obtained a final decision as to the validity or legality of such discharge, or such teacher or teachers have ceased to pursue the legal remedies available to them by not making a timely appeal of any decision rendered in said manner by the Tenure Commission, or court of competent jurisdiction. The Association agrees to assume the legal defense of any suit or action or tenure proceeding brought against the Board regarding this section of the collective agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as a result of said suit or action or tenure commission proceeding; subject, however, to the following conditions:

The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.

The Association, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the decision or the defense which may be assessed against the Board by any court or tribunal.

The Association shall have the right to compromise or settle any claim made against the Board under this section.

The Association has the right to specify that the general counsel who ordinarily represents the MEA be chosen to defend said suit, action, or proceeding. Otherwise, counsel shall be mutually agreed upon by the Board and the Association.

D. All deductions shall be authorized in writing by September 3rd.

Unlimited changes in deductions may be made; however, after three (3) changes, a charge of \$5.00 will be made.

ARTICLE V

TEACHING HOURS AND CLASS LOAD

A. General:

1. The teachers' ~~assigned~~ duty hours in all schools shall be the following:

Algonac Elementary

8:00 a.m. - 3:30 p.m.

Fair Haven Elementary

8:00 a.m. - 3:30 p.m.

Pte. Tremble Elementary

8:00 a.m. - 3:30 p.m.

Harsens Island Elementary

8:15 a.m. - 3:45 p.m.

Gilbert Junior High School

(a) 5th & 6th 6:45 a.m. - 2:15 p.m.

(b) 7th & 8th 10:30 a.m. - 6:00 p.m.

Algonac High School

(a) 7:00 a.m. - 2:30 p.m.

(b) 9:30 a.m. - 5:00 p.m.

(c) 8:00 a.m. - 3:30 p.m.

The Board reserves the right to change any of the above up to 15 minutes either way without consultation with the Association President. No teacher will be required to be on duty more than 7-1/2 consecutive hours per day. Any change of more than 15 minutes shall require the approval of the Association President.

2. The teachers recognize their professional responsibility to attend a reasonable number of faculty, committee, and other school related meetings.
3. Altered schedules shall be by mutual consent of the teacher involved and the Administration

if possible. Teachers will accept altered schedules as needed; provided that a request for volunteers will be made before teachers are required to accept such altered schedules. If there is no volunteer, the teacher with the least seniority in teaching experience in that grade or teaching assignment shall receive the altered schedule, provided no non-tenure teacher will be placed on any altered schedule without at least a like number of tenure teachers being placed on the same schedule. The Association will be notified five (5) days prior to such assignment change.

4. All teachers shall prepare weekly lesson plans for each class, so that a good lesson is presented every day, and in case of absence, a plan is available for the substitute teacher. Teachers so requested shall hand in lesson plans on Friday of each week; the plans shall be returned to them on the following Monday morning with the principal's constructive comments and/or initials. In the event of teacher absences, substitutes shall carry out the regular teacher's lesson plans. Teachers shall be in their assigned classrooms or work-rooms for students and planning as much as possible, and if this is not possible because the rooms are being used by others, teachers will continue to make themselves available for students and planning.
5. All teachers shall have a duty free uninterrupted thirty (30) minute lunch period.

B. Elementary:

1. Elementary teachers will be provided a fifteen (15) minute relief per day.
2. Except for kindergarten, each elementary teacher, grades 1 through 5, shall be scheduled for at least thirty (30) minutes per week specialist time.

3. Elementary specialists (music and physical education) shall not have more than three hundred (300) minutes of classroom instruction per day with no class to be less than thirty (30) minutes.

C. Secondary:

1. Secondary school teachers shall, in addition to their lunch period, have at least one (1) preparation period per day; the period to be equal to a regular class period. For the purposes of this Article, sixth grade teachers in the intermediate school shall be considered as secondary teachers.
2. The weekly teaching load of the secondary schools will be twenty-five (25) teaching periods and five (5) unassigned preparation periods of fifty-five (55) minutes plus five (5) minutes passing time, except in case of altered schedules where the minutes in each period may be decreased. The principals and their staffs of each building along with the Association President shall cooperatively work out any deviations from the norms herein set forth (i. e., modular scheduling, flexible scheduling, team teaching, etc.).

ARTICLE VI

TEACHING CONDITIONS

A. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

- B. 1. The limits set forth below shall not apply to Chorus, Band and Study Hall. The Board agrees that:
- a. class size in grades K-5 will not exceed 35;
 - b. class size in grades 6-12 will not exceed 175 per day or 39 per class;
 - c. physical education classes shall not exceed 35 per class in grades K-5 with 200 per day and not more than 50 per class in grades 6-12;
 - d. an exception to the above shall be Harsen's Island, grade K-2, where class size shall not exceed an average of 35 per day and an aide shall be allowed where this class exceeds 35.
2. Whenever possible, the Building Principal shall provide a suitable place other than the classroom for the physical education or music teacher to conduct her class.

C. Any teacher may request an aide. Whether the aide is granted shall be at the sole discretion of the Superintendent and not subject to the Grievance Procedure.

D. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The Professional Study Committee will confer from time to time for the purpose of improving the selection and use of such educational tools. The recommendations of the Professional Study Committee will be discussed with the Superintendent. The Board shall undertake as soon as possible to implement all joint decisions thereon made by the Professional Study Committee and the Superintendent.

E. The Board will endeavor at all times to keep the school reasonably and properly equipped and maintained.

F. 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.

G. Coaches may drive a school bus within the boundaries of the school district. The Board agrees to pay for chauffeur licenses if they are necessary according to law.

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

I. The Board shall make available in each school adequate lunchroom, restroom and lavatory facilities exclusively for school personnel and at least one room appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted, with the exception of the Harsen's Island School. The present facilities at all schools are acceptable as they now stand.

J. Telephone facilities shall be made available to teachers for their reasonable use.

K. The present teacher parking facilities will continue to be made available. Teacher parking facilities owned by the Board shall be maintained on an equal basis with parking facilities provided for other school personnel. Other parking facilities shall be maintained as in the past.

L. Elementary teachers:

1. will record initial information in the attendance book; daily attendance will be sent to the office to be recorded;
2. will not be required to collect lunch money;
3. will have access to CA-60 files but not be required to record any information therein, provided teachers shall be required to furnish information for the CA-60 files to the office;

4. will be responsible for recording only one report card;
5. shall submit a list of the books read by each student to the office to be recorded in the CA-60;
6. shall check CA-60's to see that all test scores have been recorded.

M. The Board agrees to have standardized tests corrected by machine or other means.

N. A teacher who must move from building to building during the course of his teaching assignment will use a school car when one is available. (See Article XVII, paragraph G.)

O. A teacher on an authorized education trip out of the district shall use a school car when available. In the event that a car is not available, the teacher shall be reimbursed. (See Article XVII, paragraph G.) A teacher choosing not to use a school car when it is available will not be compensated for his own mileage.

ARTICLE VII

PROFESSIONAL QUALIFICATIONS, ASSIGNMENTS AND TRANSFERS

A. Since pupils are entitled to be taught by teachers who are working within their areas of competence, teachers will be assigned, except temporarily and for good cause, within the scope of their teaching certificates.

B. It is the intent of the Board that no person with a special certificate be hired when one with proper certification is available. Individual teacher contracts based on special certificates and issued to new teachers will be subject to termination at the end of the current school semester when a qualified teacher can be found to fill the position. The position will be posted until a qualified teacher is found. If a teacher having a bachelor's degree from an accredited college or university and a provisional or permanent certificate applies for a position held by a special certificated person and is not hired, the Association will be notified as to the reasons therefor.

C. Tentative teaching assignments for the following year will be available to teachers by June 1st. In the event that one or more of the following changes in assignment is proposed after the notice of assignment given by June 1st:

1. in the elementary, reassignment to a different grade;
2. in the secondary, reassignment of subjects taught in which more than one additional preparation will be required (total preparation not to exceed three);

3. in the secondary, reassignment to another department;

4. involuntary transfer to a different building;

teachers will be notified thereof, together with the reasons therefor, either in person or by registered mail at their last known recorded address, promptly after the decision to change is made by the Administration, a copy of the same to be sent to the President or his designee. If the teacher objects to such reassignment, the teacher shall be entitled to a conference with the Superintendent in connection therewith. The teacher may be accompanied by and represented by an Association representative at this conference with the Superintendent. The teacher shall have the right to resign in good standing rather than accept the reassignment. Any resignation under the foregoing provision shall be deemed to be for good cause for purposes of the Tenure Act. The terms and conditions of this paragraph shall be superseded by Article XIV relating to the procedure for layoff and reassignment in the event of a reduction in staff.

In the case of an involuntary transfer after June 1st from one building to another, the involuntary transfer must be for good cause, and the teacher involved shall be entitled to grieve whether the involuntary transfer was for good cause.

D. Since the frequent transfer (i. e. the relocation) of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that

unrequested transfers of teachers are to be minimized and avoided whenever possible.

E. In the event that transfers of teachers appear to be necessary, lists of available positions in other schools shall be posted as provided in Article VIII, paragraph A.

ARTICLE VIII

VACANCIES AND PROMOTIONS

A. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association President or his designee and providing for appropriate posting in every school building. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least ten (10) days in every building. During vacation time posting need only be made at the Superintendent's office.

B. Any qualified teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and the attainments of all applicants and the length of time each has been in the school system of the district. The Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels.

ARTICLE IX

ILLNESS OR DISABILITY

A. At the beginning of each school year, each teacher shall be credited with a ten (10) day 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 from year to year without limitation.

B. New teachers and all teachers who have not contributed to the Association Sick Leave Bank will be assessed one (1) day per year for three (3) years to be credited to the Sick Leave Bank. At such time as the Association's Sick Leave Bank shall fall below 75 days, the Association shall be allowed to assess a maximum of one (1) day per year per teacher for the Bank. Upon mutual agreement, the Board and the Association may request for an additional consideration once during the school year. If a teacher refuses to contribute, he shall not be eligible to use the Association Sick Leave Bank. The Sick Leave Bank shall cover physical illness only; mental illness shall not be covered. The above ways shall be the only ways that days can be gotten into the Sick Leave Bank.

C. Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Act shall receive from the Board the difference between the workmen's compensation payment prescribed by law and his regular salary: (1) for fifty (50)

working days, and (2) thereafter until such time as the teacher shall have used up the dollar value of his or her own accumulated sick leave; provided, however, that the teacher may elect not to use his or her own sick leave, and in that event this benefit will cease at the end of the aforementioned fifty (50) working days. No sick leave may be received from the Sick Leave Bank when the injury is one that is compensable under the Michigan Workmen's Compensation Act.

ARTICLE X

PROFESSIONAL, PERSONAL AND ASSOCIATION LEAVE

A. Building principals, at their discretion, may send teachers to conferences and workshops. Such shall not be charged against the teacher's sick leave or personal business leave days.

B. At the beginning of every school year, each teacher shall be credited with two (2) personal business days. Personal business days shall be used only for important and urgent matters which cannot be handled outside school hours. Personal business days will not be permitted for purposes of personal pleasure, such as travel, hunting, skiing, sport events or extended vacation. A teacher planning to use a personal leave day shall notify his or her building principal at least one day in advance, except in cases of emergency, and shall be given permission to so use the day or days. Personal business days may accumulate as part of sick leave.

C. Absences due to death in the teacher's family shall be deemed legitimate use of accumulated sick leave days up to five (5). However, the Superintendent may at his discretion grant bereavement leave to a teacher who has exhausted his sick days. For the purpose of this Article the term "family" shall be defined as:

- | | |
|------------------|----------------------------------|
| 1. Mother | 7. Brother |
| 2. Father | 8. Sister |
| 3. Mother-in-law | 9. Brother-in-law |
| 4. Father-in-law | 10. Sister-in-law |
| 5. Spouse | 11. Grandmother of either spouse |
| 6. Children | 12. Grandfather of either spouse |

In the event that the teacher's personal business days do not cover the length of time for funerals of the individuals other than the teacher's family, additional one-day leaves may be granted and charged against the teacher's accumulated sick leave days. Such days are limited to a total of five (5).

D. A teacher subpoenaed except by the Association, MEA, NEA or their agents or representatives, to give testimony before any judicial or administrative tribunal, or in arbitration, negotiation, mediation, or fact finding proceeding shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation. A teacher subpoenaed shall notify his principal as soon as possible.

E. Any teacher called for jury duty will cooperate fully with the Administration in requesting excuse or deferment until after the end of the school year. If excuse or deferment is denied and the teacher is required to serve during the school year, the teacher will be paid the difference between jury pay and his regular salary.

F. At the beginning of every school year, the Association shall be credited with seven (7) days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the Board no less than forty-eight (48) hours prior to the date for intended use of said leave. The Association may use an additional three (3) days for Association business provided the Association shall reimburse the Board for any substitute's compensation for said additional three (3) days.

ARTICLE XI

SABBATICAL LEAVE

A. After seven (7) consecutive years of employment a teacher may apply for sabbatical leave. Permission may be granted to no more than 1% of the teaching staff unit each year. One-half the regular salary plus hospitalization benefits will be paid. Teachers shall return to the school district for a minimum of two (2) years following a sabbatical leave. In the event a teacher does not stay in the school district for two (2) years, he shall within two (2) years repay the Board that part of his sabbatical leave salary which the unexpired period of service bears to two (2) years. The teacher agrees to furnish the Board of Education with the promissory note specifying the repayment terms.

B. Teachers desiring sabbatical leave will make application to the Professional Study Committee by submitting a proposed sabbatical program. The Professional Study Committee will make recommendations to the Superintendent who will in turn present his recommendations to the Board.

C. Criteria for the selection of the teacher(s) to be recommended to the Board shall incorporate the following:

1. Date of filing and application
2. Purpose of the leave
3. Seniority of professional service in the system
4. Professional growth of the staff member
5. Potential benefit to the school system
6. Demonstrated dedicated service to the school system.

D. A teacher returning from sabbatical leave shall be restored to his teaching position, seniority, status and pay as if he were teaching in the district during his sabbatical leave.

ARTICLE XII

UNPAID LEAVE 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. Upon 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.

B. Maternity leave of up to five (5) years shall be granted, commencing not later than the end of the sixth (6th) month of pregnancy, except that when this date falls within one school month of the end of the semester, the teacher may be permitted to complete the semester. Return from such leave will be no earlier than six (6) weeks after the termination of the pregnancy. A female teacher adopting a child may receive similar leave which shall commence upon entry of an order terminating the rights of the natural parents by the probate court. When the teacher applies to return, she will receive the same position or a position for which she is qualified, provided there is an opening. If there is no opening, she may apply for a future position and, if qualified, will receive a position over a new applicant. She will retain sick leave accumulated prior to commencement of said leave. * [Upon her return to employment, she shall be paid at the half-step on the salary schedule immediately higher than the step applicable to her at the beginning of such leave.] If she teaches sixty (60) days of the semester, she will

receive credit for that semester on the salary schedule. Her ten (10) sick days may be used to reach the sixty (60) days. *

C. A leave of absence shall be granted to any teacher, upon application, as follows:

1. two (2) years for participating in the Peace Corps, Teacher Corps or Job Corps;
2. one (1) year (renewable for one year) for participating in exchange teaching programs in other school districts, states, territories, or countries; foreign or military teaching programs; or a cultural travel or work program related to his professional responsibilities;

provided said teacher states his intent to return to the school system.

Any teacher on such unpaid leave of absence may continue his health benefits provided he reimburses the Board for the premiums in advance.

D. Except as otherwise specifically stated above, teachers on unpaid leaves of absence shall receive no benefits.

ARTICLE XIII

TEACHER EVALUATION

A. The performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated at least three (3) times during the school year. One of such evaluations shall occur during the first forty (40) teaching days after the commencement of the school year; for teachers starting after the commencement of the school year, one of such evaluations shall occur within forty (40) teaching days after the teacher's commencement of service.

Tenure teachers shall be evaluated at least once every year. Tenure teachers whose services are being considered for termination under provisions of the Tenure Act shall receive a registered letter of notification and statement of charges from the Superintendent and advised of their rights under the Tenure Act for a hearing and appeal. The Association shall receive a copy of such notification, at the teacher's request. Teachers who are so notified may be suspended with pay pending a final determination by the Board after completing a hearing as provided in the Tenure Act.

B. Evaluations shall only be conducted by a building principal or assistant principal or other full-time administrator possessing a master's degree and three (3) years of successful teaching experience at the teacher's level of performance. Each observation shall be made in person for a minimum of thirty (30) minutes. All monitoring or

observation of a teacher shall be conducted openly and with full knowledge of the teacher.

C. A copy of the written evaluation shall be submitted to the teacher at the time of personal interviews or within ten (10) days thereafter; one to be signed and returned to the administration, the other to be retained by the teacher. In the event that the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personal file. Evaluative procedures and forms shall be developed by the Board with the assistance of the Association.

D. The Association President may discuss informally with the building Principal the classroom performance of the probationary teachers.

E. A copy of a teacher's evaluation shall be furnished to the teacher, and upon the teacher's request, to the Association. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent. In the event a probationary teacher is not continued in employment, the Board, if requested by the teacher in writing, will advise the teacher of the reasons therefor in writing. The teacher will be entitled to a conference with the Superintendent or Assistant Superintendent along with an Association representative, if the teacher so desires.

F. Each teacher shall have the right, upon request, to review the contents of his own personal file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personal file shall contain the following minimum items of information:

- All teacher evaluation reports
- Copies of annual contract
- Teacher certificate
- A transcript of academic records
- Tenure recommendation.

No material may be placed therein without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of said file.

ARTICLE XIV

REDUCTION OF PERSONNEL

The following criteria shall exist should a substantial and unforeseen change in student enrollment or other conditions develop, making it necessary for general reduction of teachers employed by the Algonac Community Schools. The list shall be applied beginning with the first item and proceeding down the rank order as far as necessary to determine the highest qualification between two individuals:

1. Certification
2. Experience in the position in the Algonac Community Schools
3. Total experience in the position
4. Total experience in teaching in the Algonac Community Schools
5. Total experience in teaching
6. Training
7. Permanent certification.

ARTICLE XV

CONTINUITY OF OPERATIONS

A. When a teacher is absent for school related activities approved by the principal for a portion of the day where a substitute cannot be obtained, teachers will be requested to act as substitutes during their planning period. No teacher will be required to so teach. The Association building representative will be notified when this situation occurs.

B. Teachers will not be required to report for duty when inclement weather prohibits opening of school for the children. A telephone relay system shall be established so teachers shall have adequate notice of such cancellation. The Superintendent shall make the decision to close or alter school operations because of inclement weather. The decision shall be made as near to 7:00 a.m. as possible.

1st notification shall be to WJR Radio
2nd notification shall be to WSMA Radio
3rd notification shall be to WHLS Radio
4th notification shall be to all principals
5th notification shall be given by principals to
 AEA building representatives
6th notification shall be given by AEA representatives
 to the teachers.

At the beginning of the school year a meeting shall be called by the principals to set up the telephone relay system with the AEA building representatives.

ARTICLE XVI

SCHOOL CALENDAR

The parties agree that for the term of this Agreement the school calendar shall be as set forth in Appendix A. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and Association, except that the Board may unilaterally extend the school year for the number of days necessary to qualify for full state aid.

ARTICLE XVII

PROFESSIONAL COMPENSATION

A. All teachers employed by the Board for the 1971-72 school year shall be placed on the appropriate ~~step~~ on the salary schedule which is attached as Appendix B hereto.

B. The Board will allow new teachers up to seven (7) years of outside experience credit on the salary schedule.

C. Teachers requested to act as substitutes as set forth in Article XV, paragraph A will be paid \$6.50 per period so taught.

D. The Board of Education shall grant extra pay to those who are selected by the Superintendent of Schools to perform the extra-curricular (beyond the school day) duties as set forth in Appendix B-1 which is attached to and incorporated in this Agreement. Teachers involved in voluntary extra duty assignments shall be paid a percentage based upon number of years of experience coaching or directing the activity at whichever salary schedule the teacher is ordinarily paid.

E. People selected have the option of accepting or rejecting extra-curricular duties.

F. Any vacancy in an extra duty position must be posted within the system at least five (5) days in advance of selection and applicants must apply in writing.

G. Teachers required in the course of their work to drive their personal automobiles from one school building to another shall receive a car allowance of ten cents per mile.

H. Driver Education Instructors will be paid \$6.25 an hour.

I. In recognition of years of service to the system, the Board agrees to adopt the following policy in regard to retirement compensation: A teacher must have a minimum of ten (10) years of service in the system to qualify for compensation and the total sum paid the retiring teacher shall be \$1,000.00 for the school year 1971-72. The retiring teacher must qualify in accordance with the Michigan Public School Employees Retirement System.

J. Subject to the provisions set forth in Appendix B:

1. Teachers entering the system at mid-year (i. e., with one-half of the school year or more remaining and continuing on with this system) shall be credited with one-half of the step increment on the salary schedule. This shall apply to teachers presently employed as well as newly hired teachers.
2. At mid-year (i. e., with one-half of the school year or more remaining) teachers who are granted an advanced degree shall for the remainder of the year be advanced to the position on the salary schedule appropriate to the degree held and the number of years of experience.

K. Salary payments to the teachers shall have the following options:

1. The teachers be paid in twenty-six (26) installments, the last June check to be balance of contract.
2. The teacher shall be paid in twenty (20) installments.

L. The first pay will be on September 10, 1971. Final pay for twenty (20) installment plan shall be June 9, 1972. No pay on May 26, 1972 for Plan 2.

ARTICLE XVIII

INSURANCE PROTECTION

A. The Board agrees to provide full family health care insurance benefits in the form of Blue Cross-Blue Shield MVF-1 comprehensive hospital, semi-private, with Riders D, IMB-OB, ML, and Master Medical or MESSA Super-Med to all teachers currently enrolled for this protection and all other teachers who enroll for this protection. The provisions of the above group policies and the rules and regulations of the carrier will govern as to commencement and duration of benefits, nature and amount of benefits, and all other aspects of coverage. The Board's sole responsibility shall be for the payment of premiums.

B. A teacher who by written proof is covered under another group contract may convert the dollar amount of a single subscriber Blue Cross policy of the above type to a life insurance or tax sheltered annuity program. The Board shall select the carrier for the life insurance and the tax sheltered annuity program.

C. Premiums in behalf of the teacher shall be paid on a twelve (12) month basis from September 1st to September 1st. All increases in hospitalization insurance premiums of either carrier shall be paid by the Board.

ARTICLE XIX

SPECIAL, STUDENT AND INTERN TEACHING ASSIGNMENTS

A. The Board will furnish to the Association copies of the agreement and the philosophy of the teacher training institutions with regard to externs, interns, associates, and student teachers.

B. The Board agrees not to use interns as substitutes, with the exception of the use of interns as substitutes for the particular teacher to whom the intern is assigned.

C. The Board agrees at all times to maintain a list of substitutes. When a teacher is unable to be in school on any given day, he shall call a telephone number designated by the Superintendent to report unavailability prior to 7:00 a. m. of said day, or at least one hour before his scheduled starting time, whichever is earlier, except in emergency. Teachers should call as soon as possible to facilitate obtaining a substitute. If a qualified substitute is available, he will be used to replace an absent teacher on a daily basis.

ARTICLE XX

STUDENT DISCIPLINE AND TEACHER PROTECTION

A. The Board will give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board will endeavor to help the teachers in handling any suspected emotionally disturbed students when they are called to the attention of the principal.

B. A teacher may temporarily exclude a pupil from one class when the grossness or persistence of the offense makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish upon request of the principal and as promptly as his teaching obligations will allow, full particulars of the incident.

C. Classroom discipline is basically a professional responsibility of the teacher. Classroom discipline exercised in accordance with Board policies, procedures and rules will utilize all administrative and consultant assistance as well as pupil personnel services so that every effort is made to provide an education for all children, including the reluctant, and the less able. Teachers will exhibit respect for the human dignity of students. Student records will be available to teachers in accordance with current procedure.

D. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline

problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher may use such force as is necessary to protect himself or to prevent injury to another student.

E. Any case of assault upon a teacher while in the performance of all teacher's assignments shall be promptly reported to the building principal. The district shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authority.

F. If any teacher is sued by reason of disciplinary action taken by the teacher against a student and the teacher has acted as a reasonable teacher, the Board will provide all reasonable assistance to the teacher in his defense.

G. The Board will reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher who may be assaulted while in the performance of all teaching assignments. Loss must be reported immediately after the assault and not later than seven (7) days.

H. Any complaints by the parents of a student, to the principal, shall be promptly called to the attention of the teacher, if the principal believes the complaint to be of a serious matter. If a complaint is judged to be serious, no action shall be initiated until a parent-teacher-principal conference has taken place. If no satisfaction is received from this conference, the administration shall be called upon to help solve the problem in this order: superintendent, school board.

ARTICLE XXI

PROFESSIONAL STUDY COMMITTEE

Within the first two weeks of the school year the Vice President of the Association and the Superintendent shall meet to implement the following Professional Study Committee:

1. A permanent "Professional Study Committee" (PSC) shall be composed of not less than six (6) members, one-half (1/2) of whom shall be teachers selected by the Association and one-half (1/2) of whom shall be persons appointed by the Board.
2. The PSC shall meet at least once a month to discuss and study subjects agreed upon relating to the school system. The minutes of any resolutions passed at the meetings shall be distributed to all faculty members and Board members.
3. The PSC is empowered to request volunteers for subcommittees to be composed of teachers, administrators and/or lay citizens to study and report upon mutually agreed upon subjects. No more than two subcommittees shall be active at one time without the mutual written agreement of the Association and the Board.
4. All reports of the PSC or its subcommittees, including their recommendations, shall be submitted in writing to all members of the PSC.
5. Suggested subjects of study by subcommittees shall include but not be limited to:
 - a. Discipline policy
 - b. Evaluation forms for teachers
 - c. Development of curriculum
 - d. Technical innovations
 - e. In-service teacher training
 - f. Building and facilities
 - g. Department organization
 - h. Research and experimentation.

Upon completion of its study and report on the subject assigned to it, each subcommittee shall be considered dissolved, and once dissolved, no subcommittee shall be reactivated except by mutual consent of the members of the PSC.

6. When recommendations are submitted to the Board from the PSC, the Board shall accept or reject such recommendations within ninety (90) days of their submission.
7. The clerical expenses of the PSC and its subcommittees, such as typing, duplicating of materials, addressing of mailings, shall be borne by the Board. Other expenses, such as postage, travel, and research materials, shall be borne by the Board subject to its prior approval.
8. The PSC shall appoint its own officers.
9. Any teacher or group of teachers may submit reports to the PSC. The PSC will consider these reports and, if approved, forward them to the Association and the Board.
10. Meetings of the PSC and the subcommittees shall normally take place after school hours. Teachers may be granted release time at the sole discretion of the Superintendent.

ARTICLE XXII

GRIEVANCE PROCEDURE

A. A grievance is a claim by any teacher or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement. Claims also covered by the Michigan Tenure of Teachers Act are excluded from the grievance procedure.

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.

B. All grievances shall be handled by the following procedure:

Informal: Step 1. The teacher shall first discuss the alleged grievance with his building principal either personally or accompanied by his Association representative. The grievance must be lodged within ten (10) work days of the alleged violation, misinterpretation or misapplication.

First Formal Step: Step 2. If the complaint is not resolved at Step 1, it shall be reduced to writing as per attached schedule (Appendix C) clearly stating the claimed grievance and shall be signed by the teacher and a representative of the Association and presented to the principal within ten (10) work days after the completion of Step 1; provided,

however, the grievance is filed in writing with the principal no later than twenty (20) work days from the occurrence of the alleged grievance.

Within ten (10) work days after receiving the written grievance, the principal shall communicate his decision in writing, together with the supporting reasons, to the teacher filing the grievance and the building representative or the Association President.

Step 3. Within five (5) work days after receipt of the principal's decision, the grievance may be appealed to the Superintendent by the Association. The appeal shall be in writing and shall set forth specifically the act or condition and grounds on which the grievance is based and shall be accompanied by copies of previous decisions.

Within ten (10) work days after receipt of the appeal, the Superintendent or his designee shall investigate the grievance and shall communicate his decision in writing, together with supporting reasons to the aggrieved teacher, to the building representative or Association President. As part of this investigation, the Superintendent or his designee shall give the aggrieved employee and a representative of the Association an opportunity to be heard.

Step 4. Within five (5) work days after the receipt of the Superintendent's decision, the grievance may be appealed to the Board of Education by the Association. The appeal shall be in writing addressed to the chief executive of the Board and shall set forth specifically the act or condition and the grounds on which the grievance

is based and shall be accompanied by copies of previous decisions.

Within twenty (20) work days after delivery of the appeal, the Board shall give the aggrieved employee and the Association an opportunity to a hearing on the grievance which shall be private unless mutually agreed to the contrary. The Board shall render its decision in writing, together with the supporting reasons, within ten (10) work days after the hearing.

Step 5. If the Association is dissatisfied with the decision of the Board of Education, the Association may refer the matter to arbitration by delivering written notice of its desire to arbitrate to the President of the Board of Education and the American Arbitration Association within five (5) work days after the Association's receipt of the decision of the Board of Education. The arbitrator shall be selected, and the arbitration shall be conducted, under the rules of the American Arbitration Association. The fees and expenses of the arbitrator shall be shared equally by the Board of Education and the Association. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall confine his decision to the sole question of whether or not there has been a violation of this Agreement. Both parties and any teacher involved agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

C. If a grievance involves more than one building, it may be filed with the Assistant Superintendent rather than the principal.

D. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of the procedure within the time which would have been allotted had the decision been given. Failure to file a written grievance within the time specified in Step 2 shall bar the grievance. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision and shall bar further appeal. Time limits may be extended in any specific instance by mutual agreement.

E. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interest of teachers shall be the sole responsibility of the Association.

ARTICLE XXIII

NEGOTIATIONS PROCEDURE

A. The Superintendent of Schools will continue an open door policy with respect to informal discussions with teachers; provided the teacher first shall have discussed with his principal the matter to be discussed with the Superintendent.

B. At least ninety (90) days prior to the expiration of this Agreement, upon request of either party, negotiations will be undertaken for an agreement covering the 1972-73 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, 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.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission.

E. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission or a mediator from such agency.

ARTICLE XXIV

IN-SERVICE PROFESSIONAL EDUCATION

A. In recognition of the rapidly expanding fields of knowledge in the social and scientific fields, the parties hereby agree to establish In-Service Education, a subcommittee of the PSC (see Article XXI) to be responsible for in-service education.

B. The Committee shall organize and assume responsibility for the planning and conducting of the in-service education of all professional teaching personnel.

ARTICLE XXV

MISCELLANEOUS PROVISIONS

A. The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in an amendment hereto. No negotiation shall be required except by mutual consent or pursuant to Article XXIII, paragraph B of this Agreement during the school year.

B. If any provision of this Agreement or any application of this 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.

C. During the term of this Agreement the Association will agree to abide by Public Act No. 336 of 1947, as amended by Michigan Public Act No. 379 of 1965.

D. The Association will not enter into or encourage a strike during the duration of this contract.

E. This Agreement shall supersede all rules, regulations, or practices of the Board which shall be contrary to or inconsistent with terms contained in any individual teacher contracts heretofore in effect. All individual teacher contracts shall be made expressly subject to the terms of this Agreement.

ARTICLE XXVI

DURATION OF AGREEMENT

The parties agree that the provisions and regulations provided for in this Agreement are binding on both parties. This Agreement shall therefore be in effect as of August 31, 1971 and shall continue in effect until the 15th day of August, 1972. The Agreement shall remain in effect during the period as stated and shall be altered or extended only with the mutual consent of both parties.

EDUCATION ASSOCIATION

By John Basinski
Its President

By Joan Gross
Its Secretary

By Donald J. Wurtel
Chairman, Negotiating Comm.

By Spencer Colkins
Negotiating Committeeman

By William M. Patschall
Negotiating Committeeman

By Carol H. Martin
Negotiating Committeeman

By _____
Negotiating Committeeman

BOARD OF EDUCATION

By Irueman G. Pippel
Its President

By Bernard J. Nugent
Its Secretary

By Judson S. Gilbert
Member

By Marjorie A. Thomas
Member

By William G. Johnson
Member

By James A. Brown Jr.
Member

By Leonard J. Trif
Member

Dated this 31st day of August, 1971

APPENDIX A

REGULAR SCHOOL CALENDAR 1971-1972

New Teacher Conference	August 31
Pre-School Conference	September 1
Pupils' First Day	September 2
Labor Day Recess	September 6
In-Service Day	November 10
(1) Parent-Teacher Conferences	November 4 and 5
In-Service Day	November 10
Thanksgiving Recess	November 25 and 26
First Day of Christmas Vacation	December 23
Classes Resume	January 3
(2) In-Service Day (End of first semester)	January 21 (Elementary: 1/2 day) (Secondary: full day)
(1)(3) Elementary Parent-Teacher Conferences	March 9 and 10 (1-1/2 days)
Easter Recess Begins	March 31
Classes Resume	April 10
Memorial Day Recess	May 29
Students' Last Day	June 8
Records Day (End of second semester)	June 9

- (1) Parent-Teacher Conferences may be at night as determined by the Board.
- (2) For elementary teachers the in-service day at the end of the first semester will be one-half day, with the remaining one-half day spent with students.
- (3) The remaining one-half day will be spent with students.

APPENDIX B-1

EXTRA-CURRICULAR COMPENSATION

<u>Athletics</u>	<u>Percent of Salary</u>
Baseball, Head Coach, High School	6
Baseball, Reserve, High School	5
Basketball, Head Coach, High School	10
Basketball, Reserve, High School	6
Basketball, 9th Grade	5
Basketball, 7th and 8th Grade	4 & two coaches
Cheerleader, High School (Varsity, J. V., 9th Grade)	5
Cheerleader, Junior High	3
Cross Country	6
Football, Head Coach, High School	10
Football, Varsity Assistant, High School	6
Football, Reserve, High School	6
Football, Reserve Assistant, High School	5
Football, 9th Grade	5
Football, 7th and 8th Grade	4 & two coaches
Girls Athletic Association, High School	3
Girls Athletic Association, Junior High	2
Golf, High School	6
Tennis, High School	6
Track, Head Coach, High School	6
Track, Assistant Varsity, High School	5
Track, Junior High	4
Wrestling, High School	8
 <u>Miscellaneous</u>	
Class Advisors: 9th Grade	3
10th Grade	3
11th Grade	4
12th Grade	3
Music Director, High School	7
Senior Play	2
School Paper, High School	4
School Paper, Assistant, High School	2
Student Council, High School	4
Yearbook, High School	3
Yearbook, Junior High	2

APPENDIX B

TEACHER SALARY SCHEDULE

<u>Step</u>	<u>NEW SCHEDULE</u>	
	<u>B. A.</u>	<u>M. A.</u>
0	\$ 8,375	\$ 9,125
1	8,775	9,575
2	9,175	10,075
3	9,675	10,625
4	10,175	11,175
5	10,675	11,725
6	11,175	12,275
7	11,675	12,825
8	12,175	13,375
9	12,675	13,925
10	13,225	14,475

The above salary schedule shall go into effect when it may be legally put into effect without incurring a penalty. Until the schedule is put into effect, and because of the current wage-price freeze, teachers shall be paid on last year's salary schedule and shall be at the same step on that salary schedule as they were or would have been last year. Last year's salary schedule is set forth on the following page.

The transfer from one salary schedule to the other at the conclusion of the wage-price freeze shall be accomplished as indicated under separate cover letter from O.E.A.

If the total amount of per child revenue from state aid plus local taxes is less than it was last year, the parties agree that the above salary schedule shall not be binding on the Board and that the above salary schedule only shall be renegotiated at the option of the Board.

1970-71 SALARY SCHEDULE

<u>Years</u>	<u>Non-degree</u>	<u>B.A.</u>	<u>M.A.</u>
0	\$6600	\$7870	\$8538
1	7000	8245	9022
2	7400	8673	9505
3		9102	9978
4		9530	10471
5		9958	10955
6		10387	11438
7		10869	11921
8		11350	12405
9		11832	12888
10		12314	13371

APPENDIX C

GRIEVANCE REPORT FORM

Grievance # _____ Algonac School District

GRIEVANCE REPORT

- Distribution
1. Superintendent
 2. Principal
 3. Association
 4. Teacher

Submit to Principal in Duplicate

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>
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STEP II

A. Date Alleged Violation Occurred _____

B. 1. Statement of Grievance _____

2. Section or Subsection of Contract or Board Policy Alleged to have been Violated _____

3. Relief Sought _____

Signature Date

C. Disposition by Principal _____

Signature of Principal Date

Position of Grievant and/or Association _____

Signature Date

If additional space is needed in reporting Sections B. 1, 2, 3 of Step II, attach an additional sheet.

(Note: Continued on next page)

STEP III

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature Date

C. Position of Grievant and/or Association _____

Signature Date

STEP IV

A. Date Received by Board of Education or Designee _____

B. Disposition by Board _____

Signature Date

C. Position of Grievant and/or Association _____

Signature Date

STEP V

A. Date Submitted to Arbitration _____

B. Disposition and Award of Arbitrator _____

Signature of Arbitrator Date