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MASTER CONTRACT

BETWEEN

ALMA BOARD OF EDUCATION  
AND  
ALMA EDUCATION ASSOCIATION

*Alma Board of Education*

*MEA  
1216 Wendale  
East Lansing, Mich.*

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EDUCATION ASSOCIATION AGREEMENT

This Agreement entered into this 13 day of July, 1970, by and between the Board of Education of the City of Alma, Michigan, hereinafter called the "Board," and the Alma Education Association, hereinafter called the "Association."

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for all children of the Alma Public School District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teachers, administrators, board members and non-instructional personnel, and

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

WHEREAS as a quality educational program is dependent upon the joint planning and cooperation of teachers, administrators, and board members, and

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

WHEREAS through negotiations in good faith, the parties have reached agreement on all such matters and desire to execute this contract:

ARTICLE I - RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all certificated personnel under regular teaching contract, employed or to be employed by the Board, excluding: Superintendent, Assistant Superintendents, Principals, Assistant Principals, Business Manager, Director of Community Education, School Nurse, Athletic Director, Director of Guidance and other administrative positions as set by the Board, and all part-time classifications except as provided for in Schedule B.

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

C. Nothing contained herein shall be construed to deny or restrict a teacher any rights he may have under the Michigan General School Laws or applicable laws and regulations. The rights granted to teachers in this contract shall be deemed to be in addition to those provided by the laws of the State of Michigan and the written policy of the Board.

## ARTICLE II - TEACHER RIGHTS AND RESPONSIBILITIES

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in negotiation. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board and Association undertake and agree that they will neither directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or by 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 membership or non-membership in the Association, participation in any activities of the Association or collective professional negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement or any written board policy.

B. The Board and the Association specifically recognize the right of the other party to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, or any arbitrator appointed pursuant to the provisions of this Agreement. The Board and the Association agree to be bound by any lawful order or award thereof.

C. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher becomes the concern of the Board when his behavior is in violation of the NEA-MEA Code of Ethics, as adopted by the NEA Representative Assembly, Detroit, Michigan, 1968

D. The provisions of this Agreement and the wages, hours and terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, or national origin and to achieve full equality of educational opportunity for all pupils.

E. Each teacher shall have the right, upon request, to review the contents of his own personnel file other than credentials. A representative of the Association may, at the teacher's request, be present at the review.

F. Disciplinary interviews and reprimands will be considered in private. An affected teacher will, however, have the right, in all such instances, to request the presence of an Association representative at said interview and, when such a request is made, the interview will not proceed until the representative is in attendance.

G. All teachers will assume responsibility for discipline in all school areas and when acting in any school sponsored function.

Article II - continued

H. The Association and its members shall have the right to use school buildings at all hours agreed upon by the Association and Superintendent or his designee for meetings. Bulletin boards in teachers lounge and other established media of communication shall be made available to Association members. Official Association materials to be posted shall be signed by the appropriate Association officer.

I. The Board agrees to make available to the Association, upon request, copies of such reports as it may have concerning the financial resources of the district.

J. Any of the rights, powers, functions or authority which the Board of the Alma Public School District had prior to the signing of this Agreement, or any agreement with the Association, are retained by the Board of the Alma Public School District, except those rights, powers, functions or authority which are specifically abridged or modified by public law, or by this agreement or by any supplement to this agreement arrived at through the process of collective bargaining.

K. It is considered ethical and professional for teachers who plan to terminate their services to advise the Association and Board of their intent to do so on or before 60 days prior to the closing of school. Under no circumstances, except with the express consent of the superintendent of schools, shall a teacher be allowed to break a contract after the date provided by State Law. (60 days prior to opening of school).

ARTICLE III - ASSOCIATION MEMBERSHIP & PAYROLL DEDUCTIONS

Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association (including National Education Association and the Michigan Education Association) or assessments withheld upon such conditions as the Association shall establish in cooperation with the Board of Education. Such sum shall be deducted from the regular salaries of such teachers and remitted not less frequently than monthly to the appropriate organization.

Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year.

The Board shall be held harmless from any claims for adjustments when deductions have been made in accordance with the teacher's written authorization. Such adjustments shall be a matter between the teacher and the appropriate organization.



#### ARTICLE IV - STUDENT DISCIPLINE AND TEACHER PROTECTION

A. The Board recognizes its responsibility to support and assist teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not be expected to assume the on-going responsibility 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 assist the teacher with respect to such pupil.

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; however, a teacher may use such force as is necessary to protect himself from attack or to prevent injury to another student, and may administer corporal punishment according to policies of the Board.

C. A teacher may exclude a pupil from his class 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 with knowledge of the exclusion and as promptly as possible, full particulars of the incident. The report shall be presented, in writing, within 24 hours upon request of the principal. The affected pupil will be readmitted to the classroom only upon written authorization of the principal. Written guidelines from the principal for the future handling of this case may be requested by the teacher.

D. Individual records will be maintained on student discipline and will be available to teachers as an aid in determining disciplinary recommendations concerning particular pupils.

E. Any case of assault or legal action upon a teacher while acting within the scope of his duties shall be promptly reported to the Board or its designated representative.

The Board shall render all reasonable assistance to the teacher in connection with the incident by law enforcement and judicial authority.

F. The Board will reimburse a teacher for any loss, damage, or destruction of clothing or personal property that results from an assault of a student upon a teacher while acting within the scope of his duties.

G. Time lost by a teacher in connection with any incident in Section A through E above shall be handled as follows:

1. Time for appearances before a judicial body or legal authority shall result in no loss of wages or reduction in accumulated leave.
2. In case of disability, the teacher's wages shall continue in full up to six months, without reduction in accumulated leave, until workman's compensation payments begin.

Article IV - continued

3. In the event of total disability due to incidents in connection with this Article, the Board shall pay up to six months, to the teacher, the difference between the compensation payment and the contractual salary of the employee without reduction of accumulated leave.

4. It being agreed that where a teacher is finally adjudged guilty of a criminal charge or has a judgement entered against him in a civil case as related to the incident, the Board has no further responsibility for pay or loss of accumulated leave.

H. No action against a teacher shall be taken on a basis of a complaint by a parent or student, nor any notice thereof shall be included in the teacher's personnel file unless the matter is first reported to the teacher in writing.

ARTICLE V - TEACHING CONDITIONS

A. Teachers in instructional areas that require special uniforms or protective garments may request in writing to the principal, not more than two suitable garments, to be paid for and cleaned when needed by the Board.

Under garments, footwear, head or hand gear are not deemed essential parts of the uniform.

The garments shall be replaced upon presentation of evidence to principal that the garment has been worn out or destroyed. All remain property of Alma Schools.

These garments shall be worn only on the job.

Exceptions will be made with the recommendation of the building Principal and approval of the Superintendent.

B. The Board shall make available in each school, restroom and lavatory facilities exclusively for teacher use, and at least one room, appropriately furnished, which shall be reserved throughout the regular school day for use as a faculty lounge in which smoking shall be permitted. Provision will be made for a teachers' work area in each building.

C. Telephones shall be available for teacher use.

D. Adequate off street parking facilities shall be provided, properly maintained, and identified for staff and visitor use.

ARTICLE VI - TEACHING HOURS AND CLASS LOAD

A. Teachers shall be required to report for duty twenty (20) minutes before the opening of the pupils' regular school day in the morning. Teachers shall be permitted to leave 20 minutes after close of the pupils' regular school day. 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 when scheduled directly with the teacher, except on Fridays or on days preceding holidays or vacations, the teacher's day shall end at the close of the pupils' day.

B. Any teacher desiring to leave his assigned building prior to the completion of his daily schedule as set forth in Section A, shall first secure the permission of his immediate supervisor or his designee.

C. All Middle and Senior High School teachers shall have a minimum of 225 minutes per week preparation time. Assignment to a supervised study period shall be considered a teaching period for purposes of this Article.

Elementary teachers will be provided 150 minutes of relief time per week. A committee comprised of the following persons will determine the distribution of these relief periods and lunch periods for individual elementary schools.

- building principal
- a representative from upper elementary
- a representative from lower elementary
- representative of central administration
- an association representative

The committee shall meet and make a final decision within two weeks of the opening of school. The normal weekly teaching load in the elementary schools will be approximately 30 one hour teaching periods per week.

D. Duty free lunch periods shall be of equal duration within each individual building.

E. Temporary vacancies requiring coverage, of which the Administration has received adequate notice, will be covered by substitutes except where none can be obtained and the lack is beyond the control of the Administration. In such case, the teacher assuming the responsibility shall receive \$5.50 per hour.

F. The principal shall have the authority to make temporary assignment of any teacher if an emergency arises within the regular working day.

G. The teacher shall not be asked to take the class of another teacher except in case of an emergency arising within the school day in which case there shall be no remuneration.

H. If two weeks from the school starting date the teacher-pupil ratio exceeds the number stated in the contract, a half hour's aide time per child per day overload will be provided. The Board may provide extra staff or materials in a particular building or classroom for the purpose of improving the learning process.

Article VI - continued

Kindergarten - total of	56
Early elementary- 1-3	29
Later elementary- 4-5	31
Combination rooms	28

I. Teaching assignments outside the normal teaching day shall not be obligatory, but shall be with the consent of the teachers. Regularly employed tenure teachers from the district, that make known their desire to teach in such activities, shall be given preference if qualified.

J. Extra curricular assignments shall be made by the building principal. A committee of three teachers, appointed by the Association, from the respective building shall assist in an advisory capacity to the principal in the determination of needs, duties and requirements for the school.

K. Any deviation from this Article shall be made with the written agreement of the Association.

ARTICLE VII - PROFESSIONAL COMPENSATION

Index Requirements:

A. In order to remain on the proper step of the index, a teacher must satisfactorily complete:

1. two semester hours college credit every three years; or
2. four semester hours college credit every 4 years; or
3. satisfactorily complete an inservice course approved by the administration instead of 1 above.
4. With prior written approval of the superintendent other activities may satisfy this requirement by submitting proposal in writing through the building principal that includes the following:

- a. description of the type of activity
- b. the purpose of the study or activity
- c. the benefits of such a study or activity to
  1. the individual
  2. the school system
- d. Evidence that the activity would equate to a college or index credit course

B. The administration shall provide an inservice course every two years that will meet the requirements of A3.

C. Courses applying toward the MA+15 and MA+30 levels that are not on a degree program shall be approved by the teacher's supervising principal. Upon request, the teacher shall give a written report to his principal stating new ideas, concepts, methods, etc., that he has learned from the course and explaining how he plans to incorporate these ideas into his classroom teaching.

D. The teacher is responsible to see that a record of credits or courses are placed in his personnel file both in the superintendent's office and with the AEA prior to September 1. Forms will be available through the AEA.

E. If a person fails to meet the requirements of part A he shall not advance beyond his present salary. He shall proceed to the next step on the index at the beginning of the semester upon completion of the requirements. No other index adjustments shall be made after September 1.

F. Sixth hour class loads shall be avoided whenever possible. Assignment shall be by mutual consent of the teacher and principal. Compensation for same shall be 1/5 of base salary for Bachelors Degree.

G. Newly hired personnel shall meet conditions of the index requirements within one year of employment.

H. A teacher shall be given 1 step for each successive year of certified teaching experience up to eight unless he has not taught within three years previous to hiring. Such experience shall be evaluated by the superintendent.

Article VII continued

I. Up to three steps on the index may be given for other experience at the discretion of the superintendent with the approval of the association.

J. Special Education teachers will receive a sum of \$500.00 in addition to their scheduled salary.

K. After the completion of 17, 22, 27 years of service to Alma Public Schools a teacher shall be given an additional step on the index that his education level indicates.

L. There will be no  $\frac{1}{2}$  steps on the index. Two years at  $\frac{1}{2}$  time qualify a person for one step on the index.

M. Teachers shall be paid on the 15th and 30th of each month in 24 equal installments. Teachers may request the balance of their payment in a lump sum at the close of the school year if the business office is provided 30 days written notice. When the pay date falls on a non working day, payment will be made on the preceding work day.

N. The established rate for use of private vehicles for school business shall be 10¢ per mile if a school vehicle is not available.

O. A day lost will be calculated by dividing the teacher's contracted base salary by 197 days.

P. A maximum of two index steps shall be given for military service if service within the system was interrupted.

Q. In the case of the annexation of a district with no contract: It shall not be mandatory to award salary increments in excess of:

- a. the base differential between Alma and the annexed district
- b. fringe benefits provided by the Alma Board of Education
- c. the increment the teacher would have received if the annexation did not take place

SCHEDULE A

Base salary at BA level shall be \$7400 for 1970-71.

	<u>BA</u>	<u>BA+20</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
0	1.00	1.035	1.07	1.0875	1.105
1	1.05	1.09	1.13	1.15	1.17
2	1.10	1.145	1.19	1.2275	1.235
3	1.15	1.20	1.25	1.275	1.30
4	1.20	1.255	1.31	1.3375	1.365
5	1.25	1.31	1.37	1.40	1.43
6	1.30	1.365	1.43	1.4625	1.495
7	1.35	1.42	1.49	1.525	1.56
8	1.40	1.475	1.55	1.5875	1.625
9	1.45	1.53	1.61	1.65	1.69
10	1.50	1.585	1.67	1.7125	1.755
11	1.55	1.64	1.73	1.775	1.82



SCHEDULE B

To be based on the BA scale. One years experience in the activity equals one step on the schedule. Credit for experience shall be determined on the same basis as teaching experience in Article VII H & I.

Method of payment for summer employment shall be arranged between the teacher and the business office.

Teachers shall not acquire tenure status for positions under Schedule B.

10.0		head football
7.0		ass't football
5.5		J.V. & 9th grade football
3.5		7th & 8th football
8.0		head wrestling
4.5		ass't wrestling
10.0		head basketball
7.0		J.V. basketball
4.5		9th basketball
3.5		7th & 8th basketball
7.0		baseball
4.0		ass't baseball
4.5		cross country
7.0		track
4.0		ass't track
4.5		golf
2.5		ass't golf
4.5		tennis
3.0		ass't tennis
7.0		trainer & equipment manager
2.0		ass't equipment manager
4.0	girls S.H.	intramural
2.0	girls Middle School	"
2.0	boys	"
4.5		senior high cheerleading
2.5		9th grade cheerleading
1.5		8th grade cheerleading
2.5		senior play
3.0		debate
2.0		forensics
8.0		senior high music
3.5		middle school music
8.0		senior high band
5.0		middle school band
2.0		head senior class sponsor
9.5		summer band

ARTICLE VIII - PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

A. Any teacher who is employed by the Board for a regular teaching assignment must have earned a bachelor's degree, and a provisional or permanent certificate from a college or university that meets the certification requirements of the State of Michigan, except in specialized areas such as vocational education or in case of any emergency. The Association shall be advised prior to employment of such person and given reasons for such action. The Association shall be given 48 hours to present their recommendations.

B. Teachers shall be assigned within the scope of their teaching certificates and their major or minor field of study except temporarily and for good cause, and the Association shall be notified in each instance with a written statement of reasons for such assignment.

All teacher shall be given written notice of their schedule for the forthcoming year no later than the first day of July if the assignment is to be changed from the preceding year.

ARTICLE IX - SPECIAL TEACHING ASSIGNMENTS

and

STUDENT TEACHING ASSIGNMENTS

A. The Board agrees to maintain a list of substitute teachers. Teachers shall inform their principal or designee 1½ hours prior to the first class period of their inability to report for duty. It shall be the responsibility of the administration to arrange for a substitute teacher.

B. A committee consisting of a representative from the Board, College, the Administration and A.E.A. shall meet periodically to review and make recommendations as to student teaching policies.

Supervisory teachers shall be tenure teachers unless otherwise agreed upon by the Association and Board.

ARTICLE X - VACANCIES, PROMOTIONS AND TRANSFERS

A. Requests by a teacher for transfer to a different class, building, or position, shall be made in writing, one copy of which shall be filed with the Superintendent and one copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade or position sought.

An involuntary transfer will be made only to improve the educational program. The superintendent shall notify the affected teacher and the Association of the reasons for such transfer.

B. Whenever a vacancy arises or is anticipated, the superintendent shall notify the Association at least 10 days before the position is filled. Any new positions shall be posted with accompanying job description.

A copy of a staff member's resignation, upon acceptance by the Board, will be sent to the Association, with the Superintendent's notation as to disposition.

C. Should substantial and unforeseen changes in student population or other conditions make necessary a general reduction in the number of teachers employed by the Board, the Board will retain, as nearly as possible, those teachers with permanent teaching certificates having the longest service in the district. The Board will further use their best efforts to assist all teachers so terminated to secure employment in adjacent school districts upon terms and conditions as nearly comparable as possible.

ARTICLE XI - TENURE EVALUATION

A. The building principal or his assistant is responsible for written evaluation of the professional people assigned to his building. This responsibility includes:

1. Orienting teachers new to his building with the evaluative procedures.
2. Discussing with teachers items to be included in their personnel files other than formal evaluations.
3. Providing each teacher and the superintendent with a copy of formal evaluation reports.
4. Providing definite, positive assistance to rectify professional difficulties to teachers receiving substandard evaluations.
5. Each formal evaluation will be preceded by at least one classroom observation of at least 30 consecutive minutes.
6. Tenure teachers shall be formally evaluated at least once every two years.

B. The recommendations of the Central Tenure Committee shall be followed in so far as possible.

C. The final decision on the status of probationary and tenure teachers shall be the responsibility of the board.

## ARTICLE XII - LEAVES

A. Paid leave time will be provided in order to protect a teacher's income during periods of unavoidable absence.

B. Teachers shall be entitled to a sick leave accumulation at the rate of one day per month of employment. Full time teachers shall be credited with 10 days sick leave at the beginning of the school year. A teacher may draw on his accumulation as required, subject to the provisions thereof. If the service of any teacher is interrupted by reason of discharge, termination, suspension, or leave, and said teacher has utilized more sick leave days than have been accumulated, the value of the excess shall be deducted from the last pay check. Sick leave, remaining at the end of the school year shall be accumulated to 130 days. Teachers will be notified at least once per year of their personal leave accumulation.

C. Upon the death or retirement of a teacher, (in accordance with the Michigan Public Schools Employees Retirement Act), the accumulated sick leave to his credit shall have a cash surrender value of 100% in event of death and 25% at retirement.

D. It is agreed that the use of leave days will be strictly confined to the legitimate purposes specified in this schedule. It is understood that any teacher found to have violated this restriction will be charged with an offense and, in aggravated cases, such teacher shall be subject to discharge after a hearing discloses there is reasonable cause for such discharge.

E. Sick leave may be used, in accordance with the schedule specified herein, for personal or family illness, bereavement or personal business. For all absences the teacher is required to notify the School Administration upon the first knowledge of the necessity for the absence.

1. Personal illness: bonafide physical incapacity to report for and discharge duties, to the extent of unused days credited.
2. Bereavement: leave, up to a maximum of six (6) days when required may be granted in the case of the death of a teacher's father, mother, father-in-law, mother-in-law, spouse, children, brother, sister, grandmother or grandfather. The amount of days which will be approved will depend upon the travel and circumstances involved. One-day leaves may be granted for funerals of persons other than the immediate family.
3. Personal leave: (Two (2) days per year will be allowed for personal leave. These may be used for personal business which cannot be conducted on other than a school day according to the following provisions:

Article XIII - continued

- a. Personal leave shall require at least two days written notice to the principal or immediate supervisor with final approval of the Superintendent. In the case of an emergency the 48 hour notice may be waived.
  - b. Personal leave is to be used for sound, pressing and unavoidable reasons only, and its proper use may be subject to verification at the request of the School Administration if warranted by the teacher's previous attendance record, or if there is legitimate cause to suspect that the leave has been used improperly.
  - c. Personal leave days are not to be used for any purpose that one could construe to be a failure to accept one's professional responsibility and/or failure to conduct one's self in a professional or ethical manner.
  - d. Should personal leave be used improperly, it will result in the loss of salary for the day or days in question. Examples of unacceptable uses of personal leave are:
    - (1) Recreational pursuits
    - (2) Economic gains
    - (3) Social functions
    - (4) Other employment
    - (5) Marriage
    - (6) Child care
  - e. To avoid unanticipated loss of wages, it is advised that teachers consult with their principals and/or the Association President regarding the propriety of their leave prior to its use.
4. Family illness: Two days of sick leave will be allowed for each illness in the immediate family that necessitates the presence of the teacher. Extension of sick leave for this purpose will be granted by the Superintendent if the patient is deemed to be in critical condition by the attending physician.
- F. The Association will be allowed eight (8) days per year compensable leave for Association business. The Superintendent shall be notified in writing two days in advance of the persons designated by the Association.
- G. Workman's Compensation -- Workman's Compensation shall be provided as specified by law. In addition, the Board will pay to the teacher the difference between the amount paid to him by the Workman's Compensation insurance and his regular salary, and will charge the employee's sick leave accumulation proportionately for a period equivalent (to the nearest half day) to the supplementary payment.

H. Tenure teachers, upon request to the Superintendent or his representative and certification of need, leaves of absence for physical or mental illness, maternity, and Association representation (no more than two per year) may be granted. Similarly, the Board or the Superintendent may grant leaves for other reasons. In all cases except illness the leave shall be for a specific term. However, should the term expire prior to the need for leave, the Board may grant a continuance of the leave. Leave for Association representation shall be for one year and subject to annual renewal and limited by the number of years of service prior to leave.

I. Return from Leave -- The teacher is responsible to notify the Superintendent as soon as possible and no later than thirty days prior to the date on which he desires to resume active status as an employee. Thereafter, the teacher will be reinstated to the first available position for which he is qualified. All benefits which had accrued at the time leave commenced shall be restored to the teacher upon reinstatement. Further, a teacher who was on leave for association representation shall be credited with those salary increments which would have accrued had his services not been interrupted.

J. Termination of Leave -- It shall be the responsibility of the teacher to:

- a. Inform the Superintendent of any change in the circumstances which created the need for leave.
- b. Report for duty upon termination of leave.

Teachers' willful neglect of these responsibilities shall subject them to dismissal as employees.

K. Military Leave -- Military leaves will be granted and re-employment will be governed by the provisions of the "Universal Military Training Act."

If National Guard or Reserve encampment should occur during the school year, the teacher required to participate shall be granted a temporary leave of absence. The employee will receive his regular salary less the amount received from the government for each school day spent in emergency domestic service.

#### SABBATICAL LEAVE

L. Purpose -- In order to provide opportunities for maximum professional improvement, Sabbatical Leave shall be available to teachers for formal, full-time study at a recognized college or university, or courses approved by the Board.

M. Eligibility --

1. An applicant must have accrued seven full years of teaching service in the Alma School District.
2. Applicants shall not have received a Sabbatical Leave during the seven years immediately preceding application.



3. Each applicant must agree to return to service in the Alma School District immediately upon termination of Sabbatical Leave and to continue in such service for a period of three years, unless physical disability makes this impossible or there is mutual agreement to the contrary. A signed agreement in the format of a promissory note at the current prime interest rate, shall stipulate that failure of the teacher to provide such service shall result in the obligation to reimburse the district a proportional part of the salary and fringe benefits paid to him during Sabbatical Leave determined by the fraction of the three years not served following the leave.

N. Application -- The application shall be accompanied by plans for the use of the Sabbatical Leave, and an exposition of the plan's potential for increasing the applicant's professional competence and such other information as may be necessary as determined by the committee for Sabbatical Leave.

The committee for Sabbatical Leave will be made up of one Board member, two Association members (appointed by the association), the Superintendent and one other administrator. This committee shall be effective when more than one application is received for Sabbatical Leave.

O. Selection -- Consideration shall be given to

1. Assured eligibility
2. The proposed leave's potential for contributing to applicant's professional growth
3. The applicant's prior contribution to the Alma School District and potential for future leadership.
4. The applicant's need for financial support.

P. Compensation --

1. While on Sabbatical Leaves a teacher shall receive 50% of his teaching salary for the time involved.
2. A teacher shall receive the insurance and retirement fringe benefits as provided for teachers by the Board of Education.
3. The teacher is responsible to notify the Business Office of the place to which his payroll check shall be addressed while he is on Leave. Checks will be mailed to that address on or before the regular pay-days.

Q. Miscellaneous Administrative Provisions --

1. Sabbatical Leave may be for a portion of the year but may not exceed a full school year.
2. A teacher on Sabbatical Leave may not deviate from his approved plan except with the written permission of the Superintendent.
3. Sabbatical Leave will be automatically terminated should the grantee be placed upon probationary academic status by his college or university.
4. Any falsification of information by the teacher in application or other reports required as a part of Sabbatical Leave may subject the leave to termination.
5. Upon return from Sabbatical Leave the teacher shall be advanced on the salary schedule as though he had been employed as a teacher during the period of leave; he shall be restored to his former position, if possible, or to a position of at least comparable status and seniority.

R. Expenses of teachers to attend conferences, workshops and conventions shall be paid at the approved rate per mile for transportation, and will include cost of meals, lodging and fees, substantiated by receipts. The Superintendent, or his designee, with the recommendations of the principals, shall determine who and how many teachers from each department will be allowed to attend conferences, workshops and conventions. Administrators may request that teachers attend meetings or workshops that will be of value to the individual teacher or improve the school program.

ARTICLE XIII - COORDINATING COUNCIL

A. The Board of Education and the Alma Education Association recognize the need of a Coordinating Council. Many ideas, projects, recommendations, and items of concern will be channelled through such a body to some definite conclusion. The Council will be advisory in responsibility.

B. Responsibility for such a Council shall be vested in four (4) members appointed by the Board of Education and eight (8) members appointed from the Association. The duties of this Council shall be to recommend appropriate action on curriculum, research, study, experimentation, in-service training, visitation, resource people, released time, conferences, materials, workshops and other items as the Council in its action finds necessary.

Application or other reports required as a part of Sabbatical leave may subject the leave to termination.

Upon return from Sabbatical leave the teacher shall be advanced on the salary schedule as though he had been employed as a teacher during the period of leave; he shall be restored to his former position, if possible, or to a position of at least comparable status and seniority.

Expenses of teachers to attend conferences, workshops and conventions shall be paid at the approved rate per mile for transportation, and will include cost of meals, lodging and fees, substantiated by receipts. The Superintendent, or his designee, with the recommendation of the principals, shall determine who and how many teachers from each department will be allowed to attend conferences, workshops and conventions. Administrators may request that teachers attend meetings or workshops that will be of value to the individual teacher or improve the school program.

## ARTICLE XII - LEAVES

Change to Read - Item C:

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"Upon the death or retirement of a teacher, (in accordance with the Michigan Public Schools Employees Retirement Act), the accumulated sick leave to his credit shall have a cash surrender value of 100% in event of death and 25% redemption at retirement, age 65. Fully recognizing the current trend of early retirements, (before 65 years of age), under the Michigan Public School Employees Retirement System and the potential impact of such retirement on budget preparation and administration, the following will apply. Anticipated early retirements shall be reported one year prior to the expected retirement date by the teacher intending to retire. If not so notified, the Board has the option of delaying payment of sick leave redemption until the next fiscal budget year."

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## ARTICLE VII - PROFESSIONAL COMPENSATION

Delete Item J.

Change to read Item O:

A day lost will be calculated by dividing the teacher's contracted base salary by 191.5 days.

Add Item R:

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All teachers will report to the Central Administrative Offices to up-date personnel record packet by November 1, 1971.

Change to Read:

## SCHEDULE B

Girls Senior High Intramural	4.0
Boys Senior High Intramural	2.0
Girls Middle School Intramural	10.5 - can be split
Boys Middle School intramural	10.5 - can be split
9 - 12 cheerleading	6.0

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## ARTICLE X - VACANCIES, PROMOTIONS AND TRANSFERS

Change to read Item A:

Requests by a teacher for transfer to a different class, building, or position shall be made in writing as early as possible, but not later than thirty (30)

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ARTICLE X - Item A (continued)

days prior to the end of the school year. Only emergency requests will be considered after that date. One copy each of the request shall be filed with the Superintendent of Schools and the Association. The application shall set forth the reasons for transfer, the school grade or position sought. Extenuating circumstances should be explained in full.

ARTICLE XIV - INSURANCE

A. The Board shall provide (1) \$10,000 life insurance until 65th birthday, and (2) health insurance at the following rates:

Insured Only	\$18.04
Insured & Spouse Only	40.74
Insured, Spouse & Children	46.64
Insured & Children Only	33.26

for a twelve (12) month period. In lieu of the full health insurance, a teacher may apply up to the single subscriber rate of \$18.04 against one of the following Michigan Education Special Service options:

- (1) Salary protection.
- (2) Group term life insurance

All options must be selected prior to October 1, except in the case of additional dependents. Other exceptions will be the prerogative of the Superintendent.

B. At the request of the Board and the approval of the AEA insurance committee, the health and life insurance carrier may be changed.

C. Part time contracted teachers will receive these benefits on a pro-rated basis.

D. Double coverage is prohibited.

ARTICLE XIV - INSURANCE

A. The Board shall provide (1) \$10,000 life insurance until 65th birthday, and (2) full family coverage to be paid at the present established rate or up to \$14.60 per month for a twelve (12) month period to be applied as the teacher desires, to one or more of the following options available through the Michigan Education Special Service Association:

- 1. Salary protection and/or
- 2. group term life insurance.

All options must be selected prior to October 1, except in the case of additional dependents. Other exceptions will be the prerogative of the Superintendent.

B. At the request of the Board and the approval of the AEA insurance committee, the health and life insurance carrier may be changed.

C. Part time contracted teachers will receive these benefits on a pro-rated basis.

D. Double coverage is prohibited.

ARTICLE XV - CONTINUITY OF OPERATIONS

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

B. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by act of God and nothing shall require teachers to report for work in such circumstances.

C. During the term of this Agreement neither the Association, nor any persons acting in its behalf will cause, authorize or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of the teacher from his position, or stoppage of work or abstinence, in whole or in part, from the full, faithful, and proper performance of the teacher's duties of employment) for any purpose whatsoever.

Violation of this Section by any teacher or group of teachers will constitute just cause for discharge and/or the imposition of discipline or penalties.

D. When an individual school building is closed because of emergency conditions (i.e., boiler failure, electrical failure, etc.) the Superintendent of Schools or his designated representative, may require any or all of the teachers of the building to report for duty as the needs of the school system dictate. However, no teacher shall be assigned to teach at a level other than that covered by their certificate.

ARTICLE XVI - GRIEVANCE PROCEDURE

A. A grievance is an alleged violation of the provisions of this agreement and written board policy.

B. Problems and grievances shall be presented and adjusted in accordance with the following procedures:

The teacher with a problem may first discuss the matter with the principal, directly or accompanied by the Association building representative, with the objective of resolving the matter informally.

Step 1. In the event the matter is not resolved informally, the problem stated in writing, may be submitted as a grievance to the principal of the school in which the grievance arises within thirty days following the act or condition which is the basis of the grievance.

a. A written grievance may be filed and thereafter discussed with the principal:

- 1) by a teacher accompanied by an Association representative.
- 2) through an Association representative if the teacher so requests.

b. Written grievances as required herein shall contain the following:

- 1) it shall be signed by the grievant or grievants.
- 2) it shall be specific.
- 3) it shall contain a synopsis of the facts giving rise to the alleged violation.
- 4) it shall cite the section or subsections of this agreement alleged to have been violated.
- 5) it shall contain the date of alleged violation.
- 6) it shall specify the relief requested.

c. Within ten school days after receiving the grievance, the principal shall state the decision in writing, together with supporting reasons, and shall furnish one copy to the grievant filing the grievance, and a copy to the Association.

Step 2. Within ten school days after receiving the decision of the principal the aggrieved teacher may, on his own or through the Association, appeal from the decision at Step 1 to the Superintendent of Schools. The appeal shall be in writing and shall be accompanied by a copy of the decision at Step 1.



- a. Within ten school days after delivery of the appeal, the Superintendent shall investigate the grievance, including giving all persons who participated in Step 1 and representatives from the Association a reasonable opportunity to be heard. Upon request of the Superintendent or the Association, all parties will meet at the same time.
- b. Within fifteen school days after delivery of the appeal, the Superintendent shall communicate, in writing his decision, together with the supporting reasons, to the grievant, to the representative designated by the Association who participated in this step, and to the principal.

Step 3. Within ten school days after receiving the decision of the Superintendent, the aggrieved teacher, on his own or through the Association, may appeal the decision of Step 2 to the Board of Education. The appeal shall be in writing, and shall be accompanied by a copy of the decision at Step 1 and Step 2. The aggrieved teacher or his Association representative must be heard within twenty school days after the delivery of the appeal. The Board of Education shall communicate its decision in writing, together with the supporting reasons, to the grievant, to the representative designated by the Association, and to the Superintendent within twenty-five school days after delivery of the appeal.

Step 4. If the Association is dissatisfied with the decision of the Board of Education, the grievant or his Association representative may within twenty days, (1) submit any grievance under this Agreement to an arbitrator mutually agreed upon under the labor arbitration rules of the American Arbitration Association, at the equal expense of the parties; or (2) if the Association so requests, the Board or its representatives will meet further with the Association to consider fairly and in good faith any other methods of settlement which might be mutually agreed upon, including private (non-governmental) mediation and binding arbitration. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator.

C. In all steps of the grievance procedure, when it becomes necessary for individuals to be involved during school hours, they shall be excused with pay for that purpose.

No teacher at any stage of the grievance procedure will be required to meet with any administrator without Association representation.

D. If a grievance arises from the action of authority higher than the principal of a school, the Association may present such grievance at the next step of the grievance procedure. However, the principal of the school shall be given a copy of the grievance.

E. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of this procedure within the time allotted had the decision been given. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.

The time limits specified in this procedure may be extended, in any specific instance, by mutual agreement in writing.

ARTICLE XVII - NEGOTIATION PROCEDURES

A. Meetings will be held throughout the year between the negotiation teams, but only when an agenda consisting of appropriate topics within the realm of negotiations can be agreed upon by the head negotiators.

B. In the event the salary schedule is reopened for negotiation by either party, as provided in this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least ninety days prior to the expiration of this Agreement, the parties will begin negotiations for a new agreement, covering wages, hours, terms and conditions of employment of teachers employed by the Board.

C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate. The Association will not engage in or encourage strike action of any type during the life of this contract.

ARTICLE XVIII - SCHOOL CALENDAR

A. Teachers shall not be required to report more than five days prior to the beginning of classes in September or to remain more than three days after classes end in June.

B. The equivalent of two meetings per month shall be reserved for after school staff meetings for the superintendent of schools and principals. Superintendent's meeting dates shall be agreed upon by the Superintendent and the Association President. Principal's meetings shall be agreed upon by the Principal and the Building Representative. Special meetings may be held within the working day. Attendance shall be mandatory unless the teacher is excused in advance by the person calling such meeting.

C. In addition to the preceding requirements, teachers new to the Alma school system may be required to attend up to  $3\frac{1}{2}$  in-service training days prior to the opening of school, and the equivalent of two meetings per month throughout the first year of employment.

## ARTICLE XVIII - SCHOOL CALENDAR

A. It is recognized by both parties that the school calendar has been designed to promote quality education for all of the children we serve. In-service time limitations make it imperative that teachers assume responsibility on their own for administrative operating procedures of the system. Administrative orientation will be minimal and in-service activities will be geared to improving the instructional capability of the professional staff. In addition to the scheduled school calendar in-service, professional staff will have the opportunity on a voluntary basis for exposure to new educational concepts and methodology experiences for instructional technology orientations and other activities which could have significant influence upon professional staff competency development. Individual staff participation will be a decision that each staff member must make based on their capabilities to meet the needs effectively of the children they serve in line with Board policy and Administrative directives and the 1971-72 master contract.

B. The equivalent of two meetings per month shall be reserved for after school staff meetings for the Superintendent of Schools and Principals. Superintendent's meeting dates shall be agreed upon by the Superintendent and the Association President. Principal's meetings shall be agreed upon by the Principal and the Building Representative. Special meetings may be held within the working day. Attendance shall be mandatory unless the teacher is excused in advance by the person calling such meeting.

## 1971-72 School Calendar

**Teacher pre-school conferences:**

New teachers only----- September 1, (morning)  
 All teachers----- September 1, (afternoon) and 2.

School opens----- September 7, 1971  
 In-Service Day----- October 18, 1971  
 Thanksgiving Vacation----- November 25, 26, 1971  
 Christmas Vacation----- December 23 - January 3, 1972  
 Semester Ends----- January 28, 1972  
 Semester Exams/Records - All Staff----- January 27 and 28, half days  
 In-Service Day----- March 31, 1972  
 Easter Vacation----- April 1 - April 9, 1972  
 Memorial Day----- May 30, 1972  
 Semester Exams/Records----- June 8 and 9 - half days  
 Semester Ends----- June 9, 1972  
 Teacher Check out----- June 10, 1972

\*Parent-teacher conferences will be held in the evening.

\*One night in-service session - voluntary.

### SUMMARY

Month	Actual S. D.	Count	Actual T. D.
September	18	18	21 Labor Day- 2 pre-school
October	20	20	21 In-Service Day
November	20	20	21 Thanksgiving
December	17	17	18 Christmas Day
January	19	20	21 New Year's Day
February	21	21	21
March	23	23	24 In-Service Day
April	14	14	14
May	22	22	23 Memorial Day
June	6	7	8 Work day
	<u>180</u>	<u>182</u>	<u>191.5</u>

ARTICLE XIX - MISCELLANEOUS

A. For official notifications regarding this contract, the Association President or his designee shall receive such notice. When the Association is serving notification to the Board regarding this contract, the Superintendent of Schools or his designee shall be the official to be contacted.

B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. Each member of the Bargaining Unit shall present a physician's current statement or a copy of a recent Michigan Health Department report (from a Mobile Unit) declaring that his lungs are free from tuberculosis, to the Personnel Department once each school year. For the purposes of satisfying the requirements of this clause, certification that a test has been taken will be accepted until results of the test are received.

ARTICLE XX - DURATION OF AGREEMENT

This agreement shall be effective as of July 13, 1970, and shall continue in effect for two (2) years until the 13 day of July, 1972. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Schedules A and B shall be in effect throughout the term of this contract. The base salary of schedule A shall be negotiated annually.

The Board and/or the Association may request the re-opening of one article per year without the mutual consent of the other party. Written notification of re-opening shall be at least 60 days prior to the anniversary date of the contract. Additional articles may be opened by mutual consent of the parties. Negotiated agreements shall be implemented upon ratification by both parties.

Dr. Harold J. Dean  
President, Board of Education

Mary G. Yates  
President, Alma Education  
Association

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Mr. Kenneth D. Plaxton  
Secretary, Board of Education

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Mr. William F. Dupp  
Secretary, Alma Education  
Association

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