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To BE REVIEWED

Atlanta School District

~~PROPOSED~~ EDUCATION ASSOCIATION AGREEMENT, 1967--68

LABOR AND INDUSTRIAL RELATIONS LIBRARY

Michigan State University

This Agreement entered into this 26<sup>th</sup> day of June 1967, by and between the School District of Atlanta the Village of Atlanta, Michigan, hereinafter called the "Board", and the Atlanta Education Association, hereinafter called the "Association".

W I T N E S S E T H:

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

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

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

WHEREAS, the parties have reached ~~to~~ certain understandings which they desire to confirm in this Agreement,

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

MEA  
1216 Kendale  
East Lansing, Mich. 48823

## ARTICLE I

### Recognition

A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all certificated personnel whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, excluding: Superintendent, Assistant Superintendents, Principals, Assistant Principals, Business Manager, Director of School and Community Relations, Director of Vocational Education and supervisors within the meaning of the Public Employment Relations Act. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

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

## ARTICLE II

### Association and Teacher Rights

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the 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.

C. The Association and its representatives, with the approval of the superintendent, shall have the right to use school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefor. No charge shall be made for use of school rooms before the commencement of the school day nor until 6 P.M.

D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

E. The Association, with the approval of the superintendent, shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all type of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

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

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

H. The Board shall inform the Association of any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration.

I. 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. Consistent with the Code of Ethics of the Education Profession, the private and personal life of any teacher is not within the appropriate concern or attention of the Board.

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

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

L. Nothing herein shall require any teacher to be a member of any organization.

## ARTICLE III

### Management Rights Clause

"The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

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

"The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States."

## ARTICLE IV

### Deductions for Professional Dues

A. Teachers may, the first week of September, sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the National Education Association and the Michigan Education Association). Such authorization shall continue in effect unless subsequent to June 1st and prior to September 15th of any year, such authorization is formally revoked by the teacher in writing and copies thereof are delivered to the Association and the Board.

B. The Deduction of membership dues shall be made from the second pay check of the school year and the Board agrees to remit to the respective Associations all monies so deducted, accompanied by a list of teachers from whom the deductions have been made.

## ARTICLE V

### Teaching Hours and Class Load

- A. No teacher shall be required to report for duty earlier than thirty (30) minutes before the opening of the pupils' regular school day each morning. Teachers shall be permitted to leave fifteen (15) 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.
- B. The normal weekly teaching load in the junior and senior high school will be thirty (30) teaching periods and five (5) unassigned preparation periods or not to exceed 6 hours of pupil contact per day. Assignment to a supervised study period shall be considered a teaching period for purposes of this Article. However, the principal may assign a teacher to a class during his unassigned period in an emergency when no substitute is available and the rate of pay shall be \$5.00 per period.
- C. All teachers shall be entitled to a duty-free uninterrupted lunch period of no less than thirty minutes.
- D. Elementary teachers will be provided two fifteen minute relief periods each day during which the children will have recess.
- E. No departure from these norms, except in case of emergency, shall be made without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and the desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.
- F. If a teacher shall teach more than the normal teaching load as set forth in this Article, he shall receive additional compensation. An extra class per day in high school would mean an additional 1/6 in salary.
- G. A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation shall be released from regular duties without loss of salary.
- H. The parties recognize the principle of a normal forty (40) hour work week, exclusive of lunch.

It is mutually recognized by the parties that the principle of the forty (40) hour normal workweek cannot be interpreted literally. Nothing contained herein prohibits or limits the right of the Board from assigning the extra duties normally associated with the teaching profession, as listed below.

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

- (1) Careful daily preparation.
- (2) Attendance at staff meetings.
- (3) Participation in activities of the school such as:
  - (a) Open houses.
  - (b) P.T.A. meetings (may be excused by the principal for meritorious reasons only).
  - (c) Public performances of children in plays, concerts, athletic activities, or other extra-curricular activities.



ARTICLE VI

Teaching Conditions

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

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible to meet the following standards.

	<u>Standard</u>	maximum
1. Elementary		
Kindergarten	35	
First-Second Grade	35	
Third-Sixth Grade	35	
2. Secondary	<u>Standard</u>	
English	35	
Social Studies	35	
General Education	35	
Mathematics	35	
Science	35	
Language	35	
Business	35	
Typing	35	
Industrial Arts	20	
Drafting	20	
Homemaking	20	
Music	40	
Physical Education	40	

Teachers who are assigned classes which exceed these standards shall receive additional compensation as follows:

- (1) \$10 per year for each student in each class over the standard in grades 7--12.
- (2) \$60 per year for each elementary child that the teacher has the entire day.
- (3) The number will be based on the official enrollment date of the school for State Aid purposes.

B. 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 parties will confer from time to time for the purpose of improving the selection and use of such educational tools, and the Board undertakes promptly to implement all joint decisions thereon made by its representative and the Association. The Board agrees at all times to keep the schools reasonably equipped and maintained.

C. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide a teacher reference library in each school in the district and include therein all texts which are reasonably requested by the teachers of that school.

D. The Board agrees to make available in each school adequate typing, duplicating, stencil and mimeograph facilities and clerical personnel to aid teachers in the preparation of instructional material.

E. The Board shall provide:

1. A separate desk for each teacher in the district with lockable drawer space.
2. Suitable closet space for each teacher to store coats, overshoes and personal articles.
3. Adequate chalkboard space in every classroom.
4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
5. A dictionary in every classroom.
6. Adequate storage space in each classroom for instructional materials.
7. Adequate attendance books, paper, pencils, pens, chalk, erasers and other material required in daily teaching responsibility.

F. To aid teachers, the Board agrees to engage not less than one aide in the elementary school responsible to the teachers.

G. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment except to athletic and band practice and local games in these sports.

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

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

J. Adequate off street parking facilities shall be made available and maintained for teachers for their exclusive use.

K. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

## ARTICLE VII

### Qualifications and Assignments

- A. If possible no new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university.
- B. The employment of teachers upon special certificates is to be permitted only in cases of absolute necessity or where the teacher has outstanding credentials.
- C. If possible no full-time or emergency substitute teacher serving in a regular position will be hired under the provisions of the State Board of Education special 90-day certificate.
- D. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study.
- E. As soon as possible all teachers shall be given written notice of their schedules for the forthcoming year. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teachers' schedules be made later than the 15th day of August preceding the commencement of the school year, unless an emergency situation requires same.
- F. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Schedules B, and summer school courses, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to teachers regularly employed in the district.

## ARTICLE VIII

### Vacancies, Promotions and Transfers

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. 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, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.
- B. The Association recognizes that when vacancies occur during the school year, it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the superintendent in his reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the normal school year at which time the position will be considered vacant.
- C. The Board declares its support of a policy of filling vacancies, including vacancies in supervisory positions, from within its own teaching staff. Whenever a vacancy arises or is anticipated, the superintendent shall promptly notify the Association which shall solicit applications from interested teachers, and shall promptly advise the superintendent of applicants for such positions. Vacancies shall be filled on the basis of the experience, competency and qualifications of the applicant, length of service in the district, and other relevant factors. An applicant with less service in the district shall not be awarded such position unless his qualifications shall be substantially superior. "Service" in the district, for purposes of this Agreement, shall mean continuous employment in a school of the district, including substitute service, irrespective of tenure status, and shall include all periods when the teacher was on sabbatical or professional leaves of absence.
- D. An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the instructional program. The superintendent shall notify the affected teacher and the Association of the reasons for such transfer. If the teacher objects to such transfer for the reasons given, the dispute may be resolved through the professional grievance procedure.
- E. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

## ARTICLE IX

### Illness or Disability

A. At the beginning of each school year each teacher shall be credited with a ten day sick leave allowance to be used for absences caused by illness or physical disability of the teacher, or death in the immediate family. The unused portion of such allowance shall accumulate from year to year up to sixty days.

B. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability up to one year and the leave may be renewed each year upon written request by the teacher and approval by the board of education.

C. Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law shall receive from the Board the difference between the Workmen's Compensation payment prescribed by law and his regular salary, to the extent and until such time as such teacher shall have used up any so-called "sick pay" provided herein.

D. Upon written application, a maternity leave shall be granted without pay, commencing no later than the end of the fifth 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. The teacher shall be entitled to a leave for one year. Further extensions may be granted at the will of the board. Upon return, a teacher may be assigned to the same or similar position providing a vacancy exists.

E. The Board may request a doctor's statement before allowing a teacher to resume his duties following any sick leave.

## ARTICLE X

### Personal Business

Two days a year of personal leave allowance may be used for personal business, cumulative up to six days. Additional days may be granted and charged against sick leave if approved by the superintendent. The purpose of this leave is to relieve teachers of financial hardship in situations over which they have no control.

Personal business means an activity that requires the teacher's presence during the school day and is of such a nature that it cannot be attended to at a time when schools are not in session.

An application for a personal business leave, containing the reasons for the leave, must be submitted in writing at least one week in advance (except in the event of an emergency when a shorter notice may be acceptable).

Personal business leave days shall not be granted for the days preceeding or the days following holidays or vacations, and the first and last days of the school year, except in emergency.

## ARTICLE XI

### Unpaid Leaves of Absence

A. Upon written application, a teacher with seven years of experience in this school may be granted a leave of absence for up to one year without pay for study related to the teacher's licensed field or his professional growth. The regular salary increment shall accrue.

B. 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.

## ARTICLE XII

### Teacher Evaluation File

Each teacher shall have the right upon request to review the contents of his own personnel file, except indicated confidential material from outside sources. A representative of the Association may, at the teacher's request, accompany the teacher in this service.



## ARTICLE XIII

### Professional Behavior

- A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.
- B. The Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.
- C. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline or the Code of Ethics of the Education Profession shall be promptly reported to the offending teacher and to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher.
- D. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.
- E. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance asserted by the Board or representative thereof shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Association.

## ARTICLE XIV

### Professional Improvement

- A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies and participation in community educational projects.
- B. With the approval of the superintendent and Board of Education, any teacher who enrolls in a course related to his instructional responsibilities at an NCATE (National Council for Accreditation of Teacher Education) accredited college or university shall receive full reimbursement from the Board for his tuition, book, meal, lodging and transportation expenses upon the successful completion of such course.
- C. The Board agrees to provide upon application, and approval by the superintendent, the necessary funds for teachers who desire to attend select professional conference and Michigan Department of Education Curriculum Committee meetings. Travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant. A teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation.
- D. At the request of the Association, or on the Board's initiative, arrangements shall be made for after-school courses, workshops, conferences and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualification to participate in the presentation of such programs.

## ARTICLE XV

### Maintenance of Standards

A. All conditions of employment, including teaching hours, extra compensation for work outside regular teaching hours, relief periods, leaves, and general working conditions shall be maintained at not less than the highest minimum standards in effect in the district at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein.

B. The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior negotiation with the Association.

## ARTICLE XVI

### Reductions in Personnel and Annexations and Consolidations of Districts

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

B. 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 Association and Board will further use their best efforts to assist all teachers terminated for lack of work to secure employment in adjacent school districts upon terms and conditions as nearly comparable as possible.

## ARTICLE XVII

### Continuity of Operations

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

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

## ARTICLE XVIII

### School Calendar

A. For the term of this Agreement the school calendar shall be as set forth in Schedule A. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association.

## ARTICLE XIX

### Professional Compensation

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule B which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. All teachers newly employed shall be given credit on the Salary Schedule as set forth in Schedule B.
- C. The Salary Schedule is based upon the regular school calendar as set forth in Schedule A and the normal teaching load as defined in this Agreement.
- D. Teachers involved in extra duty assignments set forth in Schedule B which is attached to and incorporated in this Agreement shall be compensated in accordance with the provisions thereof.
- E. Teachers required, in the course of their work, to drive personal automobiles from one school building to another shall receive a car allowance of ten cents per mile. The same allowance shall be given for use of personal cars for field trips or other business of the district. The Board shall provide liability insurance protection for teachers when their personal automobiles are used as provided in this section.

## ARTICLE XX

### Special Teaching Assignments

A. Assignments for the Adult Education, Driver Education and Summer School programs will be made by the Board on the basis of preference to teachers possessing permanent teaching certificates regularly employed in the district during the normal school year. Teachers shall be compensated for teaching in any of such programs at \$5.00 per hour.

B. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:30 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute.

## ARTICLE XXI

### Terminal Leave

In recognition of services to the school district, a terminal leave payment of two percent (2%) of the teacher's current basic salary will be paid upon retirement provided the teacher shall have been employed in the school district for at least ten (10) years.

## ARTICLE XXII

### Student Discipline and Teacher Protection

The Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just, and in accordance with established Board policy. It shall be the responsibility of the teacher to report to his principal the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.

Any case of assault upon a teacher which had its inception in a school-centered problem shall be reported immediately in writing to the Superintendent or his designated representative. In the event of such an assault, the teacher involved may request assistance of the Board in such matter. These requests shall be made in writing to the Superintendent who shall make a determination as to whether the conduct of the teacher making such request justifies any assistance from the Board, and the extent thereof. The decision of the Superintendent shall be final.

Time lost by a teacher in connection with any incident mentioned in this Article, not compensable under Workmens Compensation, shall not be charged against the teacher unless he is adjudged guilty by a court of competent jurisdiction.

## ARTICLE XXIII

### Professional Grievance Procedure

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.
- B. The grievant may invoke the formal grievance procedure on the form set forth in annexed Schedule C, signed by the grievant and a representative of the Association, which form shall be available for the Association representative in each building. A copy of the grievance form shall be delivered to the principal or supervisor. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by him.
- C. Within three (3) school days of receipt of the grievance, the principal or supervisor shall meet with the Association in an effort to resolve the grievance. The principal or supervisor shall indicate his disposition of the grievance in writing within three days of such meeting, and shall furnish a copy thereof to the Association.
- D. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within three school days of such meeting (or six school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the superintendent. Within five school days the superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within three school days of such meeting, and shall furnish a copy thereof to the Association.
- E. If the Association is not satisfied with the disposition of the grievance by the superintendent or his designee, or if no disposition has been made within three school days of such meeting (or six school days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven days thereafter. A copy of such disposition shall be furnished to the Association.
- F. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.



G. 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.

H. 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 interests of the teachers shall be the sole responsibility of the Association.

## ARTICLE XXIV

### Negotiation Procedures

A. It is contemplated that terms and conditions of employment provided in this agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. Beginning not later than March 1, 1968, negotiations will be undertaken for an agreement covering the 1968--69 school year.

C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside of 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 negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board.

## ARTICLE XXV

### Miscellaneous Provisions

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

B. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

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

E. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.

DURATION OF AGREEMENT

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

EDUCATION ASSOCIATION

By Its President

by Its Secretary

By Chairman, Negotiating Comm.

By Negotiating Committeeman

By Negotiating Committeeman

By Negotiating Committeeman

By Negotiating Committeeman

BOARD OF EDUCATION

By Its President

By Its Secretary

By Member

By Member

By Member

By Member

By Member

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1967.

## SCHEDULE B

### Proposed Teacher Salary Schedule for 1967--68

The attached salary schedule is based on the following:

B. A. Degree-----	\$5700 - \$7300	(\$200 increment per year for 8 years)
M. A. Degree-----	\$6000 - \$7600	(\$200 increment per year for 8 years)
Non-Degree-----	\$4800 - \$5800	(\$200 increment per year for 5 years)

1. Allow up to 8 years for outside experience.
2. A degree teacher may only go to the third step if he has not qualified for a Michigan Elementary or Secondary Provisional Teaching Certificate.
3. Non-degree teachers will be deducted \$10 for each college credit less than 120 semester hours.
4. The above degrees and credits will be computed as of September 1st of each year.
5. One full semester of experience will qualify a teacher for one step on the salary schedule when he begins during the school year.

SCHEDULE B

Extra Pay for Special Activities

*Athletic Director	\$400
Head Football Coach	400
Assistant Football Coach	200
Head Basketball Coach	400
Assistant Basketball Coach	200
Skiing	200
Jr. Hi. Basketball Coach	200
Baseball Coach	200
Track Coach	150
Band	600
<u>Class Advisor</u>	
Senior	150
Junior	100
Sophomore	75
Freshman	75
Yearbook Advisor	125
Senior Play Director	75
Junior Play Director	75
F. H. A. Advisor	50
Cheerleader Advisor	<u>50</u>
TOTAL	\$3725.00

\*If assigned to a full-time teacher.

SCHEDULE C

Professional Grievance Report

School District \_\_\_\_\_ Grievance Number \_\_\_\_\_

School: \_\_\_\_\_ Date of Violation: \_\_\_\_\_

Date of Grievance: \_\_\_\_\_

Subject to provisions of the professional negotiations agreement between the Board and the Association, I hereby authorize the representative or representatives of the Association recognized by the Board as my collective bargaining representative to process this request or claim arising therefrom in this or any other stage of the professional grievance procedure, or to adjust or settle the same.

STATEMENT OF THE GRIEVANCE:

REMEDY REQUESTED:

Approved for processing:

\_\_\_\_\_  
Date \_\_\_\_\_

Signature of Grievant (use reverse side for additional signature if more than one grievant)

Principal's Disposition:

\_\_\_\_\_  
Date \_\_\_\_\_

Signature of Principal

Association's Disposition:  
Date: \_\_\_\_\_

Satisfactory \_\_\_\_\_ Unsatisfactory \_\_\_\_\_

Superintendent's Disposition:

\_\_\_\_\_  
Date: \_\_\_\_\_

Signature of Superintendent

Association Disposition:

Satisfactory \_\_\_\_\_ Unsatisfactory \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_

20250117  
Parker, Louis  
G. W. H. H. H.  
G. W. H. H. H.  
G. W. H. H. H.

*Mrs. Maurine Wyatt*

Subject to the provisions of the contract and the agreement between  
Board and the Association, I hereby certify that the following is  
generally of the Association's property and is being used for  
general purposes in the interest of the public and the  
of the and other parts of the professional practice of  
of the and the same.

STATEMENT OF THE CRIMINALS

REMYD REHABILITATION

Approved for discharge

DATE

Principal's Disposition:

DATE

Association's Disposition: Sales factory  
DATE

Superintendent's Disposition:

DATE

DATE