

8-30-72 1971-72

Atlanta 14

ATLANTA TEACHERS EDUCATION ASSOCIATION AGREEMENT  
1971-72

(Montgomery Co)

**LABOR AND INDUSTRIAL  
RELATIONS LIBRARY**

**Michigan State University**

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ 1971 by and between the School District of Atlanta the Village of Atlanta, Michigan, hereinafter called the "Board," and the Atlanta Teachers Education Association, hereinafter called the "Association."

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of 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 certain understandings which they desire to confirm in this Agreement,

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

Atlanta School District

MEA  
1216 Kendall  
East Lansing, Mich. 48823

8/30/71 - 8/30/72

INDEX

<u>Article</u>		<u>Page</u>
I	Recognition	2
II	Association and Teacher Rights	3-4
III	Management Rights Clause	5
IV	Deductions for Professional Dues	6
V	Teaching Hours and Class Load	6-7
VI	Teaching Conditions	8-9-10
VII	Qualifications and Assignments	11
VIII	Vacancies, Promotions and Transfers	11-12
IX	Illness or Disability	12
X	Personal Business	13
XA	Jury Duty	13
XI	Unpaid Leaves of Absence	14
XII	Teacher Evaluation File	14
XIII	Professional Behavior	14
XIV	Professional Improvement	15
XV	Maintenance of Standards	15
XVI	Reduction in Personnel and Annexations and Consolidation of Districts	16
XVII	Continuity of Operations	16
XVIII	School Calendar	16
XIX	Professional Compensation	17
XX	Special Teaching Assignments	17

INDEX (page 2)

<u>Article</u>		<u>Page</u>
XXI	Terminal Leave	18
XXII	Student Discipline and Teacher Protection	18
XXIII	Professional Grievance Procedure	19
XXIV	Negotiation Procedures	20
XXV	Miscellaneous Provisions	21
XXVI	Insurance	21
Schedule B	Salary Schedule	22
Schedule B	Extra Pay for Special Activities	23-24
Schedule C	Professional Grievance Report	25
	Calendar	26

ARTICLE I

Recognition

A. "The Board hereby recognizes the Association as the exclusive bargaining representative pursuant to Section 11 of Act 379, Public Acts of 1965, for all full time certified teachers and regularly employed part-time teachers except the following:

'Substitute teachers, per diem appointment teachers, and all other supervisory personnel including but not necessarily limited to the following (Superintendent, Principal, Director of Special Programs) and all other employees of the Board of Education. ' "

Note: Regularly employed part-time teachers are those who work 2 or more hours per day.

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 teacher 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 lawful 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 encourage, 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 lawful activities of the Association or collective professional negotiations with the Board, or his institution of any grievance under this Agreement.

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 or until 6:00 P. M.

D. Duly authorized representatives of the Association 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 types 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 one copy to the Association in response to reasonable requests from time to time all information available to the residents of the district concerning the financial resources of the district, tentative budgetary requirements and allocations and such other generally available information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students.

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 it being expressly understood that the Board reserves unto itself the sole and unquestionable right to determine what fiscal budgetary or tax programs will or will not be instituted, and that such information given to the Association is by way of courtesy and that any comment by the Association to the Board in response to such information shall be advisory only.

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.

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, or 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 first ten pay checks 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 junior or senior high teacher shall teach more than the normal teaching load as set forth in this Article, he shall receive additional compensation. A regularly assigned 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. "Any negotiations pursuant to this contract or any processing of grievances pursuant to this contract may take place during the school hours in the sole discretion of the superintendent."

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 work week 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.

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, if the teacher is directly involved, 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.

This paragraph is specifically exempted from the obligation set up under paragraph "F" above.

## 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.

1.	Elementary	<u>Standard</u>
	Kindergarten	25
	First-second grade	28
	Third-sixth grade	30
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, Band	Unlimited
	Music, Vocal	Unlimited

Secondary cont.	<u>Standard</u>
Physical Education	40
3. Special Education	15
4. Remedial Reading	7

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 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 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 some texts which are requested by the teachers of that school.

D. The Board agrees to make available in each school 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) Closet space for each teacher to store coats, overshoes and personal articles.

- (3) Chalkboard space in every classroom.
- (4) Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
- (5) A dictionary in every classroom.
- (6) Storage space in each classroom for instructional materials.
- (7) Attendance books, 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.

H. The Board shall make available lunchroom, restroom and lavatory facilities exclusively for teacher use and at least one room which shall be reserved for use as a faculty lounge in which smoking shall be permitted.

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

J. 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.

L. Every teacher shall be supplied with a key to his room and a key to his desk.

## ARTICLE VII

### Qualifications and Assignments

- A. "The Board will endeavor to hire fully qualified teachers. However, they reserve the right to hire persons on special certificates when fully qualified persons are not available. "
- B. 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.
- C. 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 teacher. 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 sole 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.

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 seventy 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 or additional sick leave 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. The "sick pay" will be computed on the basis of the teacher's pro rated salary per day at the time he becomes absent because of injury or disease.

D. Upon written application submitted one month prior to leave, a maternity leave shall be granted without pay. 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 shall be assigned to the same or similar position as soon as a vacancy exists.

E. The Board may request a doctor's statement before allowing a teacher to resume his duties following any sick leave. "The Board reserves the right to request a doctor's statement before compensating a teacher under the provisions of Paragraph A, if it has reasonable cause to believe that the teacher was not absent for the reasons specified in Paragraph A.

## ARTICLE X

### Personal Business

Two days a year of personal leave allowance may be used for personal business, cumulative up to four 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 preceding or the days following holidays or vacations, and the first and last days of the school year, except in emergency.

## ARTICLE XA

### Jury Duty

Teachers required to serve jury duty shall be granted leave without loss of pay or leave. The teacher will sign over his jury duty pay to the Board.

## 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. Such leave shall meet the provisions of Section 572 of Chapter IX of the school code.

B. Any teacher who has left or leaves a teaching position, other than a temporary teaching position, in any school district in Michigan in order to serve in any branch of the armed services of the United States and who upon termination of such services (1) receives an honorable discharge from the armed forces; (2) is still qualified and competent to perform the duties of such teaching position; and (3) make application to said school district for reemployment within 90 days after he is relieved from such military service shall be restored at the beginning of the semester or term following the application to such teaching position or to a position of like nature, seniority, status, and pay unless circumstances have so changed as to make it impossible or unreasonable to do so. (Act 145 of 1943 as amended.)

## 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.

B. 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.



## 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. 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. The Board reserves the right to extend the school year in order to obtain a minimum of 180 days of student instruction.

## 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 six (\$6.00) dollars per hour. A list of openings for special programs will be posted on the teachers' bulletin board before a hiring decision. The teacher with the best requisites, qualifications, and experience shall have priority for the particular job.
- B. The Board agrees at all times to maintain an adequate list for 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 four (\$4.00) dollars for each day of unused sick leave will be paid 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.

Time lost by a teacher in connection with any incident mentioned in this Article, not compensable under Workmen's 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 of 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, 1972, negotiations will be undertaken for an agreement covering the 1972-73 school year.

C. Neither party in any negotiations shall have any control over the selection of the negotiation 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. This contract shall not be executed without ratification by the majority of the Board of Education.

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 provisions 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.

## ARTICLE XXVI

### Insurance

The Board will pay an amount not to exceed ten (\$10.00) dollars per month toward the cost of hospital-medical, life insurance, or annuity with a company(s) as agreed upon by the Board and Association.

## SCHEDULE B

### Teacher Salary Schedule for 1971-72

I. The salary schedule is based on the following:

B. A. Degree	\$7475 - \$10,445	(11 steps of \$270 each)
M. A. Degree	\$7975 - \$10,945	(11 steps of \$270 each)
Non-Degree	\$5500 - \$6,500	(\$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 1, 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.
6. Up to two (2) years may be allowed for time served in the U. S. Armed Services.

II. Teachers will be paid every two weeks beginning with the second Friday after school begins. On the last pay day in June, teachers will receive the remainder of their salary.

III. Regular teachers who substitute during their conference hours will be paid for such time at the end of each semester.



SCHEDULE B

EXTRA PAY FOR SPECIAL ACTIVITIES

1971-72

Athletic Director -----	\$400.00
Head Football Coach -----	\$600.00
Assistant Football Coach -----	\$400.00
Head Basketball Coach-----	\$650.00
Junior Varsity Basketball Coach-----	\$425.00
Skiing-----	\$300.00
Junior High Basketball Coach-----	\$275.00
Baseball Coach-----	\$400.00
Track Coach-----	\$250.00
Band (Includes local parades on Memorial Day and July 4, and regular school year activities) -----	\$650.00
Cheerleader Advisor-----	\$100.00
Pep Club Advisor-----	\$ 75.00
Senior Advisor-----	\$240.00
Junior Advisor-----	\$150.00
Sophomore Advisor-----	\$ 80.00
Freshman Advisor-----	\$ 80.00
Eighth Grade Advisor-----	\$ 50.00
Seventh Grade Advisor-----	\$ 50.00
Yearbook Advisor-----	\$275.00
Junior Play Director-----	\$200.00
Senior Play Director-----	\$200.00
F. H. A. Advisor-----	\$200.00
National Honor Society Advisor-----	<u>\$ 50.00</u>
TOTAL	\$6,100.00

## SCHEDULE B

### Extra Pay for Special Activities

The time and the scorer for athletic events shall be paid \$5.00 per event from the athletic funds.

Any teacher may apply to the principal for the above jobs.

Teachers will take turns selling tickets at athletic events and will in turn receive free passes for all events.

Notwithstanding any other provision of this contract, it is expressly understood that the Board retains the right to select annually the teachers for each of the above-stated positions, provided that it is agreeable to that teacher and the board decision shall be final and not subject to the grievance procedure.

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:

\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant (Use reverse side for additional signature if more than one grievant.)

Date \_\_\_\_\_

-----

Principal's Disposition:

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Principal

Association's Disposition:

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

Date \_\_\_\_\_

-----

Superintendent's Disposition:

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent

Association's Disposition

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

Date \_\_\_\_\_

ATLANTA COMMUNITY SCHOOL CALENDAR  
1971-72

<u>Day</u>	<u>Date</u>	<u>Purpose</u>
Monday	August 30, 1971	Pre-School Conference for all teachers
Tuesday	August 31	School opens for all students
Monday	September 6	Labor Day - No School
Friday	October 8	End of First Marking Period
Friday	October 15	No School - Parent Teacher Conferences
Monday	November 15	No School - Deer Hunting
Wednesday	November 24	End of Second Marking Period
Wednesday	November 24	School will close at the regular time for Thanksgiving Vacation.
Thursday & Friday	November 25 & 26	School Closed for Thanksgiving Vacation
Friday	December 17	School will close at the regular time for Christmas Vacation.
Monday	January 3, 1972	School reconvenes at regular time
Friday	January 21	No School - End of First Semester Grading and Records by teachers
Friday	March 3	End of Fourth Marking Period
Friday	March 10	No School - Parent Teacher Conferences
Friday Monday	March 31 through April 3	School Closed for Easter Vacation
Tuesday	April 4	School Reconvenes at regular time
Friday	April 14	End of Fifth Marking Period
Monday	May 29	Memorial Day - School Closed
Tuesday	June 6	Last Day of School in Session
Wednesday	June 7	Teachers complete all grading and records

\*181 Days of School in Session  
186 Contract Days

\* This calendar will be extended to allow for 176 days of school in session in the event of excessive "Act of God" days.

DURATION OF AGREEMENT

This agreement shall be effective as of August 30, 1971, and shall continue in effect until the 30th day of August, 1972. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its Secretary

By \_\_\_\_\_  
Its Secretary

By \_\_\_\_\_  
Chairman, Negotiating Comm.

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Negotiating Committeeman

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Negotiating Committeeman

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Negotiating Committeeman

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Negotiating Committeeman

By \_\_\_\_\_  
Member

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1971.