

Avondale

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LABOR AND INDUSTRIAL
RELATIONS LIBRARY

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Avondale Board of Education

MEA
1216 Kendale
East Lansing, Mich. 48823

This Agreement entered into this day of 1966 by and between the Board of Education of the Avondale in Auburn Heights, Michigan, hereinafter called the "Board", and the Avondale Education Association, hereinafter called the "Association".

School District

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Avondale is their mutual aim and that the character of such education depends predominantly 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 Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

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

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

- A. The Board hereby recognize the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all professional contractual personnel, including personnel on tenure or probation, employed or to be employed by the Board (whether or not assigned to a public school building), but excluding supervisory and executive personnel and office and clerical employees. 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. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.
- B. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.
- C. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws.

DUES DEDUCTION

Teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association) in the amount of \$5.00 per pay check until the total required dues and special assessments are paid.

INFORMATION

The Board shall make available to the Association upon its written request any and all information, statistics, and *records* relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement.

TEACHER RIGHTS

Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher shall have the right freely to organize, join and support the Association for the purpose of engaging in professional negotiation and other concerted activities for mutual aid and protection.

Teachers shall have the right to join any teacher organization, but membership in a teacher organization shall not be required as a condition of employment.

Teacher Rights (continued)

As a duly elected body exercising governmental power under the laws 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 applicable laws; 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.

ORGANIZATIONAL USE OF SCHOOL FACILITIES

The Association shall be given permission to use rooms in school buildings for meetings; however, the School District makes no guarantee that such buildings or rooms will be available. Written notice of request for use must be sent to the Office of the Building Principal 24 hours before intended use. Forms will be provided in each building for this purpose. In case of an emergency situation where a 24 hour notice is not possible, a verbal request and approval may be given providing the Association furnishes the Building Principal a written statement of use within 24 hours after the meeting. Any expense incurred by the School District such as extra employment of custodian, care, set-up or clean-up must be born by the Association. Any work done by the Association must be done in a neat and orderly manner.

Organizational Use of School Facilities (continued)

Association business shall not be conducted in front of any students. Outside speakers, non-employees, are not to enter any buildings unless he is participating in a meeting for which previous clearance has been given.

ORGANIZATIONAL MEMBERSHIP

Teachers shall have the right to join any teacher organization, but membership in a teacher organization shall not be required as a condition of employment.

PERSONNEL POLICY HANDBOOK

A current, up-to-date, Personnel Policy Handbook shall be compiled and distributed to all professional staff at the start of every school year by the Superintendent.

It is understood that the above mentioned handbook shall be turned into the building principal's office at the end of each school year for the purpose of bringing up-to-date. Said revised handbook shall be re-issued to respective teachers in the fall.

PROFESSIONAL COMPENSATION

We agree to re-open Negotiations next year on:

- 1 - hospitalization
- 2 - department chairman
- 3 - extra curricular duties
- 4 - and to re-open negotiations on the salary schedule providing State Aid increases by the amount of \$500 per teacher. The excess shall be allocated for improvement of the salary schedule.

Exp.	B. A.		B. A. + 15		M. A.		M. A. + 15		Ed. SPEC.	
	Index	Wage	Index	Wage	Index	Wage	Index	Wage	Index	Wage
0	1.00	<u>5600</u>	1.07	5992	1.15	6440	1.23	6880	1.32	7392
1	1.05	5880	1.12	6272	1.20	6720	1.27	7112	1.37	7672
2	1.10	6160	1.17	6552	1.25	7000	1.32	7392	1.42	7952
3	1.15	6440	1.22	6832	1.30	7280	1.37	7672	1.47	8232
4	1.20	6720	1.27	7112	1.35	7560	1.42	7952	1.52	8512
5	1.27	7112	1.34	7504	1.43	8008	1.50	8400	1.60	8960
6	1.34	7504	1.41	7896	1.51	8456	1.58	8848	1.68	9408
7	1.41	7896	1.48	8288	1.59	8904	1.66	9296	1.76	9856
8	1.48	8288	1.55	8680	1.67	9352	1.74	9744	1.84	10,304
9	1.55	8680	1.62	9072	1.74	9744	1.82	10,192	1.92	10,752
10	1.62	<u>9072</u>	1.69	9464	1.83	10,248	1.90	10,640	2.00	11,200

OUTSIDE EXPERIENCE

The Board of Education will increase at the rate of one salary scale step per year, (see schedule below) the years of teaching experience granted a teacher new to the Avondale School System. This rate of increase will endure until the maximum transferable credit will be 10 steps.

1966-67	-	6 years
1967-68	-	7 years
1968-69	-	8 years
1969-70	-	9 years
1970-71	-	10 years

HOLIDAYS

The following holidays shall be observed and all schools closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day, Good Friday. If a Holiday falls on Saturday the previous Friday shall be observed, and if a holiday falls on Sunday the following Monday shall be observed.

CALENDAR

The school calendar shall be developed annually and agreed upon by the Association and the Board of Education.

SCHOOL CALENDAR

1966 - 1967

SEPTEMBER	5	Labor Day
	6	Teachers Begins
	7	School Begins
OCTOBER		
NOVEMBER	3	Regional Institute
	4	Regional Institute
	24	Thanksgiving Recess
	25	Thanksgiving Recess
	28	School Re-opens
DECEMBER	22	School Closes - end of day (December 23 - January 2, Christmas Vacation)
JANUARY	3	School Re-opens
	26	Teacher Record Day
	27	End of Semester
	30	Second Semester Begins
FEBRUARY		
MARCH	24 - 27	Spring Recess -Easter
	28	School Re-opens
APRIL		
MAY	29	Memorial Day Recess
	30	Memorial Day Recess
JUNE	7	Classes End
	8	Teacher Record Day
	9	Teacher Record Day

COMPENSATION FOR EXTRA-CURRICULAR ACTIVITIES

ATHLETIC COACHES PAY SCALE

Football	
Head Coach	.10
Varsity Assistant	.08
Junior Varsity	.07
Freshmen	.06
Basketball	
Head Coach	.10
Varsity Assistant	.08
Junior Varsity	.07
Freshmen	.06
Baseball	
Head Coach	.08
Junior Varsity	.06
Freshmen	.04
Trach	
Head Coach	.08
Cross Country	.048
Freshmen	.04
Golf	.048
Wrestling	.06
Junior High Athletic Program	.03
Girls Athletics	
Senior High School	.08
Junior High School	.04

EXTRA-CURRICULAR ACTIVITIES

Dramatics	.01
Debate	.02
Glee Club	.02
Instrumental Music	\$350.00
Junior High Music	\$200.00
Class Advisor	
Senior	.02
Junior	.01
Sophomore	.01
Freshmen	.01
Department Heads	\$300.00
Driver Training	\$4.50

TEACHING HOURS

Reporting and Dismissal Time

On normal teaching days, teachers shall report to work 30 minutes before classes begin and are free to leave 15 minutes after the dismissal of students except as noted below:

1. On Fridays or day preceding school holidays, teachers shall be permitted to leave as soon as buses have cleared the school area.
2. On Staff Meeting Days, all teachers shall attend regularly scheduled staff meetings. Teachers will make every effort to attend specially called staff meetings.

DUTY-FREE LUNCH PERIOD

Elementary teachers shall present their children to the school lunch room at the lunch period and shall be free to leave, providing adequate supervisory personnel is present. Sufficient non-teacher supervisory personnel shall be scheduled by the administration. In emergencies, teachers may be assigned to lunch period duty provided each teacher is paid by the hour at the rate of \$3.50. Teachers shall be in their rooms to resume their teaching responsibilities at the close of the lunch period. The teacher's lunch period shall be defined as that time when the individual teacher's children are on their lunch period.

TEACHING LOAD AND ASSIGNMENT

Teachers who will be affected by a change in grade assignment for the following school year in the elementary school grades or by change in subject assignment shall be notified and consulted by the principal as soon as possible or not later than the last day of teacher attendance for the current school year.

TEACHING PERIODS

The normal daily teaching load in the senior and junior high schools will be 6 periods including at least one conference period. Any departure from these norms, except in case of emergency shall be cooperatively developed with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance negotiation procedure hereinafter set forth.

TEACHING CONDITIONS

- A. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment filing cabinets, audio-visual equipment, art supplies athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The Board agrees to keep the schools reasonably and properly equipped and maintained at all times as funds are available.

Teaching Conditions (continued)

- B. The Board agrees to the principle of relieving teachers of the many non-professional responsibilities by agreeing to furnish teacher aids as funds are available.
- C. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.
- D. The Board agrees to the principle of making 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. As renovation and/or new building, are undertaken, these provisions shall be included.
- E. Adequate room shall be provided and equipped in each building as funds are available where teachers may plan for their professional duties.
- F. Existing telephone facilities shall be available to teachers for their reasonable use.
- G. At the request of the Association and with the approval of the building principal, vending machines for teachers use shall be installed in teacher lounges. Disposition of the proceeds now and in the future from the machines shall be determined by the teachers of that building.

H. Adequate paved parking facilities shall be made available

to teachers. *as funds are available for these improvements.*

Teaching Conditions (continued)

- I. Teachers shall be entitled to full rights of citizenship and no religious or political affiliation of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board so long as a teachers personal life does not have an adverse affect on his professional performance.
- J. The provisions of the Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.

VACANCIES AND PROMOTIONS

- A. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by posting in every school building a list of said vacancies. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least ten (10) days. When any such vacancy is filled, all other applicants shall be notified in writing.

Vacancies and Promotions (continued)

B. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system of the district, and other relevant factors. An applicant with less service in the system shall not be awarded such position unless his qualifications therefore shall be superior to applicants with greater service. The Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels. "Service" in the system, for purpose of this Agreement, shall mean continuous employment in a school of the district, irrespective of tenure status, but shall exclude all periods when the teacher was on leave of absence for any cause.

TRANSFERS

- A. Since the frequent transfers of teachers from one school to another disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible.
- B. Lists of next year's available positions in all buildings shall be posted by June 1 in the same manner as provided in Vacancies and Promotions.

LEAVE

- A. All teachers on annual contract shall have 12 sick/leave days per school year which shall accumulate to 80 at full rate for the unused portion. When leave days are used for personal business, no more than two days shall be used without making prior arrangements with the teacher's administrator. When leave days are used for personal sickness, teachers shall notify the answering service no later than 7:00 a.m. of the day of sickness, by 2:00 p.m. of the day of sickness for the following day, or shall give notification of a specific date. Advanced written approval must be obtained for personal leave days used immediately preceding or following holidays. Leave days shall apply at the start of the school year for returning personnel. For all teachers new to the system, sick days shall accumulate at the rate of three (3) days per month for the first four months or until a total of twelve (12) days are reached.
- B. Leaves of absence with pay and no charge against the teacher's leave allowance shall be granted for the following reasons:
1. A maximum of three days per school year for a death in the immediate family.
 2. Court appearance as a witness or principles in any case connected with the teacher's employment or the school or whenever the teacher is subpoenaed as a witness in any criminal court proceedings.

Leave (continued)

3. Approved visitation at other schools or for attending approved educational conferences or conventions, including Association meetings.
 4. Time necessary to take the selective service physical examination.
- C. Leaves of absence without pay but retaining the regular salary increment and previously accumulated sick days shall be granted upon application and approval for the following purposes:
1. Study related to the teacher's license field.
 2. Study to meet eligibility requirements for a license other than that held by the teacher.
 3. Study, research or special teaching assignment involving probable advantage to the school system.
 4. Any teacher who joins the Peace Corps or as an Overseas Teacher with the Armed Forces as a full time participant shall be granted a leave of absence of up to two years.
 5. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States.
- D. Leaves of absence without pay and without regular salary increment but retaining previously accumulated sick days shall be granted upon application for the following purposes:

Leave (continued)

1. A maternity leave shall be granted commencing not later than the end of the sixth month of pregnancy for two years and a one year extension if requested.
2. A political leave shall be granted to any teacher to personally campaign for his own candidacy, or serve in a public office.

E. Any teacher whose personal illness extends beyond the period compensated under this policy shall be granted a leave of absence without pay up to one year renewable annually up to three annual extensions for such time as is necessary for complete recovery from such illness.

F. Sabbatical Leave

Sabbatical leave of absence may be granted to members of the professional staff subject to the approval of the Board of Education when the granting of such leave will have a beneficial effect upon the professional competence of the staff member and the general welfare of the school district. This policy shall be interpreted in accordance with the statutory provisions of Michigan School Law (Sec. 572, School Code of 1955 - M.S.A. 15.3572). Any amendments thereto shall be considered a part of this policy.

Professional employees may apply for sabbatical leave if qualified as follows:

1. Applicant must hold a life or permanent certificate.
2. Applicant must have seven consecutive years of satisfactory service as a full time employee in the district.

Leave (continued)

3. A sabbatical leave may be granted for a period of not less than one or more than two full consecutive semesters.
4. As a condition to receiving final approval for a sabbatical leave, the applicant shall file with the Secretary of the Board of Education a written agreement stipulating that he will remain employed in the district for a period not less than three years following the leave expiration. Default in this agreement is covered below.

This policy is provided in order to make available to employees the time necessary to further themselves to the ultimate benefit of the school district. This improvement is generally achieved through formal study, although in special cases may be expanded to include research, writing and travel.

The following additional conditions shall prevail with reference to applications for sabbatical leave:

1. Approval of a sabbatical leave by the Board of Education shall be contingent upon securing the services of a suitable replacement.
2. The Board reserves the right to reject any request for leave filed by authority of this policy.
3. One member from the professional staff shall be established as the maximum number allowed on sabbatical leave at any one time.

Leaves (Continued)

Requirements and status while on sabbatical leave are defined as follows:

1. The compensation for the staff member on sabbatical leave is equal to fifty per cent of his normal salary during the leave period.
2. Payment of wages to an individual on sabbatical leave will be determined by the Board of Education at such time as the application is approved.
3. Returning employees are to be allowed full benefit of all salary adjustments adopted during their absence.
4. Employees who are absent on sabbatical leave shall be required to furnish evidence of satisfactory progress in academic study. Specific details of this requirement shall be arranged at the time of the approval of the request. Any employee on sabbatical leave receiving a failing grade in any academic course shall forfeit all rights to continued leave unless specifically permitted to the contrary by the Board of Education.

Status upon returning from sabbatical leave:

1. Returning employees shall be placed in their former positions or similar or better positions acceptable to them, providing that the employee has fulfilled his part of the agreement and remains eligible for such placement as determined by existing policies.

Leave (continued)

2. Returning employees who shall not complete a minimum of three years of service following his return will automatically become indebted to the district to the proportion shares of all wages received during the period of absence. This indebtedness is to be discharged within a period of two years. This provision is to be included in the agreement and signed by the applicant before approval can be given.

Application for sabbatical leave must be filed on or before February 15 for leaves beginning in the first semester and October 15 for leaves beginning the second semester. The Board of Education will provide a written reply to the application within sixty days of the due date for filing of the application.

Officer Time

The Association shall have a total of four (4) work days without loss of salary or leave days to be used by its officers for official Michigan Education Association functions.

INSURANCE PROTECTION

The Board of Education agrees that up to Ten Dollars (\$10.00) per teacher per month may be granted for all insurance benefits to be provided. The determination of final details shall be developed by a joint insurance committee, composed of equal membership from the Association and the Board of Education.

TAX SHELTERED ANNUITY

The Board will purchase for any teacher, upon request from that teacher, a tax-sheltered annuity within the limits as provided by law. The annuity shall be paid for entirely by the teacher by means of regular payroll deductions upon the receipt of a signed authorization by said teacher.

All insurance carriers shall be chosen mutually by the Association and the Board of Education.

TEACHER EVALUATION

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher. The use of eaves-dropping, closed circuit television, public address or audio-systems and similar surveillance devices shall be strictly prohibited.
- B. The Board of Education agrees to give every teacher access to review his college records and accumulated evaluations in the presence of an Administrator. It is understood that all evaluations hereinafter placed in the teacher's personnel folder shall be dated and signed by the author. Any comments which are to be entered into the persons personnel file shall be deemed to be an evaluation. Copies of all evaluations thus entered into the persons personnel record shall be furnished to the individual evaluated. Confidential communications, such as the file furnished by the College Placement Office will be withheld.

Teacher Evaluation (continued)

- C. A teacher shall at all times be entitled to have present a representative of the Association when he is being disciplined for any infraction of discipline 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.
- D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.

PROTECTION OF TEACHERS

- A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not be expected to assume the role of psychotherapist when other professional help is available. Whenever it appears that a particular pupil requires the attention of special counsellors, social workers, law enforcement personnel, physicians or other professional persons, the Board will provide forms for such referral purposes and will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

Protection of Teachers (continued)

- B. Any case of assault upon a teacher during his official duties shall be promptly reported to the building principal who in turn will notify the office of Superintendent. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- C. If any teacher is complained against or sued by reason of reasonable disciplinary action taken by the teacher against a student, the Board will provide proper and legal counsel if appropriate and render all necessary assistance to the teacher in his defense.
- D. If absolved of charges, time lost by the teacher shall not be charged against the teacher.
- E. The Board will reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises.
- F. Any serious complaint by a parent directed toward a teacher shall be called to the teacher's attention.
- G. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for an damage or loss to person or property

omit

NEGOTIATION PROCEDURES

- A. At least five months prior to the end of the school year the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.
- B. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations, subject only to such ultimate ratification.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

GRIEVANCE PROCEDURE

1. Definitions

- a. A "grievance" is a claim based upon an event or condition which affects the conditions or circumstances under which a teacher works, allegedly caused by misinterpretation or inequitable application of established law policy, or the terms of this agreement.
- b. The term "teacher" includes any individual or group of teachers who are certified and who are represented by the bargaining unit.

Grievance Procedure (continued)

- c. A "party of interest" is the person or group of persons making the claim and the Superintendent, his designated agent, or the Board of Education depending upon the level reached in processing the grievance.
- d. The term "days" shall be interpreted as meaning working school days unless otherwise stipulated.

2. Purpose

The primary purpose of the procedures set forth in this Section is to secure, at the lowest level possible, equitable solutions to the stated grievance. Parties of interest agree that these proceedings shall be kept as confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of any teacher, having filed a grievance to discuss the matter informally with members of the administration who are or have been parties of interest in the grievance in question.

3. Structure

- a. There shall be at least one but not more than four Association Representatives for each school building to be selected in a manner determined by the Association.
- b. The Association shall establish a Grievance Committee of not less than six members. In the event any representative or member of this committee is a party of interest to any grievance he shall disqualify himself and be replaced by another individual designated by the Association itself is the grievant.

Grievance Procedure (continued)

- c. The building principal is designated as the administrative representative for Level One procedure.
- d. The Superintendent is designated as the administrative representative for Level Two procedure. The Superintendent may select two additional persons to assist in his function. The Superintendent may also delegate his position at this level to an Assistant Superintendent.
- e. The Board of Education will act in its own behalf at Level Three procedures. It may at its discretion designate three of its members to fulfill its obligation at this level.

4. Procedure

Level One: The teacher wishing to file a grievance shall first discuss the matter with his Association Representative. If the Association Representative concurs that a grievance exists he shall notify the Grievance Committee who shall verify that no other grievance dealing with the same subject is pending at any level. If the Association Representative cannot agree as to the existence of a grievance the Grievance Committee shall make the decision within five days of receipt. The grievance, having been put in writing, shall be delivered to the building principal who shall schedule the level one meeting to be held within three days. Participants in this meeting shall include the Principal, the grievant and his Association Representative (at the discretion of the grievant). The Principal shall make his decision known in writing within three days.

Grievance Procedure (continued)

Level Two: In the event a solution to the grievance has not been satisfactorily achieved at Level One, the grievant or his representative shall file the grievance with the Grievance Committee. The Grievance Committee shall make a decision as to the acceptability of the Principals decision within five days. If its decision is to accept the solution proposed by the Principal it shall notify the parties of interest that the teacher may continue to process his grievance without Association support. If the decision is not to accept the proposed solution, the Grievance Committee shall deliver the grievance to the Superintendent who shall schedule a level two meeting within ten days. Participants in this meeting shall include the Superintendent and his designated assistant and up to two associates and an Ad Hoc Committee which will be appointed by the Association from among the members of the Grievance Committee. The Superintendent shall make his decision known in writing to the Grievance Committee within five days.

Level Three: In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten days from date of receipt of the grievance by the Superintendent. The grievant may refer the grievance through the Grievance Committee to the Board of Education's Review Committee. This committee shall be composed entirely of Board of Education members with a minimum of three appointed as a standing committee for this purpose for a school year.

Grievance Procedure (continued)

Within ten days from receipt of the written referral by the Board of Education, it's review committee shall meet with the Association's Grievance Committee for the purpose of arriving at a mutually satisfactory solution to the grievance. A decision shall be rendered in writing within ten days.

Level Four: This level four arbitration procedure is designed for and is meant to be used for deciding disputes between the parties in the specific application or interpretation of items covered in this contract. Grievances dealing with subjects which are not covered in this contract may not be submitted to arbitration, but are to be considered negotiable for inclusion in following contracts.

Either party may request arbitration of an unsettled grievance after Level III. Such request will be made by submitting to the other party a written statement detailing the dispute at issue.

Those matters which are detailed under the law, the constitution, and are listed under "Management Rights" shall be excluded from arbitration.

The right of either party to demand arbitration over an unadjusted grievance is limited to a period of ten (10) calendar days from the final action taken on such grievance under the last step in the grievance procedure immediately prior to arbitration.

Grievance Procedure (continued)

The parties will attempt to select an arbitrator by mutual agreement. The arbitrator shall be an experienced, impartial and disinterested person of recognized competence in the field of education. If the parties are unable to agree on an arbitrator within ten (10) days after receipt of notice, then an arbitration panel of three (3) shall be chosen; one by the Board, one by the Association, and a third who shall act as chairman, by the previously chosen two arbitrators.

Arbitrators shall have no power to add to or subtract from or modify any of terms of this agreement or any supplementary agreement.

The arbitrator shall have no power to provide agreements for the parties in those cases where in their contract they have agreed that further negotiations should occur to cover the matters in dispute.

Standard rules shall govern the arbitration hearing.

Rights to Representation - Any party of interest may be represented at all meetings and hearings at all steps and stages of the grievance by another teacher (or by another person.) Provided, however: that any teacher may in no event be represented by an officer, agent or other representative of any organization other than the Association, the Association shall have the right to be present and to state its views at all stages of grievance proceedings.

Grievance Procedure (continued)

Miscellaneous

- a. All proceedings and preliminary decisions shall remain confidential until a final disposition of the grievance is made.
- b. There shall be no reprisals by either party taken against any party of interest by reason of participation.
- c. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- d. Three copies of all forms for filing grievances and other related documents shall be made: One for the grievant, one for the Board of Education and one for the Association. The design and format for such forms shall be the responsibility of the Superintendent and the chairman of the Grievance Committee. The Superintendent shall be responsible for the maintenance and distribution of an adequate supply of such forms and documents to facilitate the operation of the procedures as set forth herein.
- e. A grievance may be withdrawn at any level without prejudice. If the withdrawn grievance was filed as an individual grievance, the Association Grievance Committee may refile the same grievance naming the Association as the grievant filing on behalf of all teaching personnel.
- f. When agreement is reached at levels I, II or III the agreement shall be reduced to writing, and both parties shall sign.

Grievance Procedure (continued)

- g. All information necessary to the determination and processing of the grievance shall be made available to the parties of interest. This may include certified extract copies of pertinent information.

CURRICULUM DEVELOPMENT PROGRAM

Aims - The General Aims shall be:

- a. to create an effective guide to better instruction by
1. Assigning positions within related subject matter areas, and
 2. Assigning job descriptions to each position
- b. to give teachers the authority to make decisions in matters of curriculum, and responsibility for their fulfillment.

Department Chairmen

Department chairmen shall be recommended by the building principal to the Assistant Superintendent for Instruction to provide leadership and assistance in the following subject-matter areas:

High School

- 1 - Language Arts
- 1 - Science
- 1 - Social Studies

Secondary (Jr. High & Sr. High)

- 1 - Vocational Arts
(Business/Home Economics)
- 1 - Foreign Language

Junior High

- 1 - Language Arts
- 1 - Science
- 1 - Social Studies
- 1 - Manual Arts
(Shop/Art)
- 1 - Math

Curriculum Development Program (continued)

Positions of building department chairmen are to exist in both Junior and Senior High Schools. Appointment of Department Chairman shall be on an annual basis, to be filled Secondary by Secondary people, Junior High by Junior High people.

Qualifications for Department Chairman

1. He must have a major in the subject area for which he shall serve as Department head.
2. He must be a creative person
3. He must be a Master teacher
4. A Master's Degree is preferred, but not necessary. If he does not have a Master's Degree, he should be actively pursuing additional education.
5. He should be well qualified through training and experience
6. He has demonstrated an ability to work with people
7. He has an avid interest in improving the department
8. He must have organizational ability
9. He must have a strong interest in implementing new programs
10. He shall be teaching a minimum of 3 classes in the department for which he shall serve as Department Head.

Responsibilities of the Department Chairman Shall Be To:

1. Coordinate the setting up of requisites for departmental courses
2. Make known to teachers current methodology

Curriculum Development Program (continued)

3. Administer requisitions emating from the department
4. Prepare the budget for the department
5. Coordinate program offerings of the department
6. Serve on system-wide committees revising the course of study (PAC Committee)
7. Maintains a continuous inventory of department equipment and supplies
8. Furnishes information when requested by the principal on various reports
9. Keeps records of department activities and progress and submits these to the principal
10. Assists substitute teachers with their assignments and duties when requested
11. Reports on the physical conditions of room allocated to each department and makes recommendations for improving use of rooms
12. Serves as a consultant to other departments when requested to do so
13. Oversee departmental testing
14. Coordinate a self evaluation program within the department
15. Call a minimum of one departmental meeting per month
16. Attend all meetings called by the Assistant Superintendent for Instruction, and assist him in developing and coordinating matters pertaining to the department's subject-matter area for the improvement of curriculum and quality of instruction.

Curriculum Development Program (continued)

17. Assist in the development of a common syllabus for use of the professional staff within a department. This syllabus shall outline in general the philosophy, aims, and objectives of the subject area concerned.
18. Or other responsibilities as assigned by the Superintendent of Schools

District Coordinators (K-12)

Positions for the following two categories are to be established. Two teachers from the district are to be appointed ^{recommended} by the Assistant Superintendent of Instruction to fill these positions. Departmental Chairmen are excluded from these positions. The two categories are:

Physical Education Supervisor
(Co-ordinator)

Music/Art (Fine Arts) Supervisor
(Co-ordinator)

Qualifications for Coordinators same as for Department Chairmen

Duties of the District Supervisors Shall Be To:

1. Facilitate the coordination of subject-matter programs in the various buildings of the district (grades K-12)
2. Facilitate communication between the Assistant Superintendent for Instruction and the Department Chairmen.
3. Assist in the development of a common syllabus for use of the professional staff within the district. This syllabus shall outline in general the philosophy, aim, and objectives of the subject area concerned.

Curriculum Development Program (continued)

Duties of Teachers to the Program Shall Be To:

1. Attend all regularly scheduled meetings called by Department Chairman
2. Aid in improving curriculum within the department or category of instruction

I. Name:

There shall exist in the Junior High and Senior High Schools the Planning and Advisory Committee (PAC) of the Avondale Faculty.

II. Scope:

All matters which relate to the education of children or the effectiveness of teaching are matters of concern to this committee. It advises the administration, in matters requiring its action; it calls to attention curricula matters it considers of importance to the school district. It serves as a channel of communication between and among the faculty to bring better understanding in both directions about instructional matters affecting the schools and the teachers.

The committee plans activities relating to the in-service training of teachers; to curriculum design; to the improvement of instruction. It identifies general problems or needs, and counsels the administration as to the delegation of tasks, the membership of operating committees within the faculty.

Curriculum Development Program (continued)

III. Purpose:

It is the purpose of this committee to provide the highest quality professional counsel and leadership in all curricula matters which are placed before the group or which it determines, in its wisdom, to call to its attention. The committee falls far short of its purpose if it assumes the role of a grievance committee or becomes a delegation to carry instructions back and forth between the faculty and the administration. To the extent that the committee as a whole can come to gripe with major issues in quiet counsel and arrive at sound conclusions in concern, it succeeds. To the extent that its findings receive the faith and confidence of the faculty and the Board of Education, it succeeds.

The Planning and Advisory Committee is a decision-making body, likewise, it advises and recommends. The Board of Education, in its executive officer, the superintendent must accept by law the responsibility for making final decisions.

Even though the membership is a composition of the Department Heads, members of the Planning and Advisory Committee function in a larger framework than that of a representative body limited by directives from those groups represented. Members are expected to communicate fully and freely with those they represent. The wishes and opinions of their group should be given high respect and full consideration.

Curriculum Development Program (continued)

But, in the deliberations of the Planning and Advisory Committee, it is their unbiased opinion and mature judgment which members owe to themselves, to their group, to the schools of Avondale.

IV. Composition of Committee:

It is to be composed of (1) department chairmen; (2) Assistant Superintendent For Instruction; (3) the principal of the buildings.

Department Chairmen, annually, shall present their curricula recommendation(s), if changes are anticipated, to the (PAC) committee.

Decision upon the merit of any proposal shall be made in a democratic manner with a majority of the committee ruling.

Organizational meeting to be called in September.

V. Functions:

1. Evaluation - of the existing curriculum to see whether it best serves the interest, needs, and abilities of the students in the school.
2. Revision - of the existing curriculum.
3. Development - of the curriculum when it has not been fully developed or when it provides only for the average child and it is necessary to provide for children of different abilities.
4. Study - of problems relating to the school program, such as grading, reporting to parents, etc.

Curriculum Development Program (continued)

5. Research - into current practices and trends in education in order to provide the staff with the information regarding recent education development.
6. Survey - of the role of the teacher in an effort to formulate plans for better staff utilization.
7. Investigation - of problems peculiar to the local situation such as juvenile delinquency, drop outs, advance placement programs, modular scheduling, ability grouping, un-graded courses, programmed learning, etc.

MISCELLANEOUS PROVISIONS

- A. The Board shall maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call to report unavailability for work. Calls shall be made prior to 7:00 a.m. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- B. The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the district and whenever feasible, have the opportunity in advance to consult with the Board with respect thereto prior to general publication.

Miscellaneous Provisions (continued)

- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All teacher contracts shall be made expressly subject to the terms of this Agreement. 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. Because every building has problems particular to itself, due to facilities, personnel, and the public, the involved professional personnel are encouraged to jointly and democratically develop solution to the common problem that are not inconsistent with State Law, School Board Policy, this Agreement or other higher authority.

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

Management Rights Clause (continued)

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, and the professional supervision of its teachers;
2. To hire all teachers and subject to the provisions of law and this Agreement, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to assign, promote and transfer all such teacher;
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 of supplying and to approve the selection of textbooks, and other teaching materials, and the use of teaching aids every kind and nature;
5. To determine in cooperation with the professional staff the class schedules, the hours of instruction, the duties and responsibilities of teachers, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection

Management Rights Clause (continued)

therewith shall be limited by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

EMERGENCY ACTION

It is recognized that certain emergency situations may arise requiring action which would be possible only thru temporary suspension of certain provisions of this agreement.

In any such case where the Superintendent and/or the association determines that an emergency action is unavoidable and required in the best interests of the school district, the Superintendent shall immediately call a meeting of the emergency panel. This panel shall consist of exactly two members of the Association and two Board of Education members, or their designates.

Agreement shall constitute an affirmative vote to suspend by at least three members of the panel.

The suspension agreement will remain in force only for a period of time necessary to take the action permitted by such agreement.

NO STRIKE

The association agrees that during the term of this Agreement they will not engage in or encourage strikes, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, or compensation, or the rights, privileges or obligations of employment.

TEACHER RESPONSIBILITIES

The Association and Board accept as their first responsibility the provisions of a high quality and continuous education program for children appropriate to their individual needs and interests in a viable democratic society.

The teacher accepts responsibility to strive for excellence in teaching and to take advantage of opportunities for continually improving his teaching skills and his relationships with children. This includes but is not limited to:

1. Careful daily preparation.
2. Participation in building and district-wide curriculum study
3. Participation in public oriented activities of the school, such as (a) Open House, (b) P.T.A. meetings, (c) Public performances of students in plays, concerts, athletic activities, etc.

The teacher agrees to uphold the policies, rules-regulations, and practices of the Board.

No teacher will engage in Association activities during employee working hours without Board approval.

While community issues may be discussed appropriately in Civics and Government Classes, the Association will attempt to prevent the involvement of children in Association/Board controversies.

TEACHERS' BULLETIN BOARDS

Teachers' bulletin boards shall be placed in each building teachers' lounge. All professional organization bulletins shall be placed on teachers' bulletin boards only. The Association shall be responsible for assigning a member to supervise each teachers' bulletin board.

ACTIVITIES CALENDAR

The Building Principal shall distribute an activities calendar to the professional staff listing those activities which shall alter the teachers normally scheduled day.

Said
Calendar should be issued every two weeks.
SCHOOL MAIL SERVICE POLICY

The inter-school mail service and the teachers' school mail boxes, shall be allowed the free use thereof by professional teachers and their professional organizations, provided that:

1. General communications shall be labeled or signed by the sending party.
2. General communications shall be made immediately available to the Superintendent and the Principals of buildings in which they are distributed.
3. All private communications between professional educators must be sealed.

DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 1966 and shall continue in effect for two years until the 31st day of August, 1968.

Items herein expressly to be negotiated every year shall be done as directed.

Items not contained herein shall be negotiated upon written notice of either party by March 1, 1967 to August 31, 1967.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Board of Education

President _____

Secretary _____

Avondale Education Association

President _____

Secretary _____