

Reg. 13

Baldwin Education Association  
Baldwin Public Schools  
Baldwin, Michigan 49304  
May 11, 1966

Professional Negotiations Department  
Michigan Education Association  
1216 Kendale Boulevard  
East Lansing, Michigan 48824

Dear Sir:

Here is our master contract, with the exception of the salary schedule, for your evaluation. We have not completed negotiations on the salary schedule but we have agreed on all the items included herein.

Thank you for your time and effort.

Sincerely yours,

*Robert A. Burgess*

Robert A. Burgess  
Negotiations Chairman

Baldwin Bd. of Educ.

M.E.A.

1216 KENDALE

E. LANS., MI.

48824



ARTICLE I	RECOGNITION
II	TEACHER RIGHTS
III	PROFESSIONAL COMPENSATION
IV	TEACHING HOURS
V	TEACHING LOADS AND ASSIGNMENTS
VI	TEACHING CONDITIONS
VII	VACANCIES AND PROMOTION
VIII	LEAVE PAY
IX	LEAVES OF ABSENCE
X	INSURANCE PROTECTION
XI	TEACHER EVALUATION
XII	PROTECTION OF TEACHERS
XIII	MISCELLANEOUS PROVISIONS
XIV	NEGOTIATION PROCEDURES
XV	PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURE
XVI	BOARD'S RIGHTS CLAUSE
XVII	DURATION OF AGREEMENT



THIS AGREEMENT ENTERED INTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1966

BY AND BETWEEN THE BOARD OF EDUCATION OF THE CITY OF BALDWIN, MICHIGAN, HEREINAFTER CALLED THE "BOARD" AND THE BALDWIN 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 BALDWIN 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 DESIGNATED 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:

ARTICLE ONE

RECOGNITION

A. THE BOARD HEREBY RECOGNIZES THE ASSOCIATION AS THE EXCLUSIVE BARGAINING REPRESENTATIVE, AS DEFINED IN SECTION 11 OF ACT 379, PUBLIC ACTS OF 1965, FOR ALL REGULAR CONTRACT MEMBERS OF THE BALDWIN TEACHING STAFF, INCLUDING TEACHERS ON TENURE AND PROBATIONARY TEACHERS, AND TEACHERS ASSIGNED AS COUNSELORS AND LIBRARIANS, BUT EXCLUDING SUPERVISORY AND EXECUTIVE PERSONNEL AND ALL OTHER PERSONNEL. THE TERM "TEACHER", WHEN USED HEREINAFTER IN THIS AGREEMENT SHALL REFER TO ALL FULL TIME AND



PART TIME TEACHERS EMPLOYED BY WRITTEN CONTRACT, AND REFERENCES TO MALE TEACHERS SHALL INCLUDE FEMALE TEACHERS.

B. THE BOARD AGREES NOT TO NEGOTIATE WITH ANY TEACHERS' ORGANIZATION OTHER THAN THE ASSOCIATION FOR THE DURATION OF THIS AGREEMENT. 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. WITHIN THIRTY DAYS OF THE BEGINNING OF THEIR EMPLOYMENT HEREUNDER, TEACHERS MAY SIGN AND DELIVER TO THE BOARD AN ASSIGNMENT AUTHORIZING DEDUCTION OF MEMBERSHIP DUES FOR THE NATIONAL EDUCATION ASSOCIATION, THE MICHIGAN EDUCATION ASSOCIATION, REGIONAL M.E.A. DUES, AND COUNTY DUES, IF ANY ARE TO BE COLLECTED. ALL SUCH DUES ARE TO BE DEDUCTED DURING THE MONTHS OF OCTOBER AND NOVEMBER, AND MAY BE DEDUCTED FROM A SINGLE PAY CHECK, OR FROM UP TO FOUR SEPARATE CHECKS AT THE OPTION OF THE TEACHER. ALL SUMS DEDUCTED FOR ANY OR ALL OF THE ABOVE ASSOCIATIONS SHALL BE REMITTED TO THE ASSOCIATIONS IN TWO SEPARATE PAYMENTS FOLLOWING THE MONTH OF COLLECTION.

D. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO DENY OR RESTRICT TO ANY TEACHER RIGHTS HE MAY HAVE UNDER THE MICHIGAN GENERAL LAWS OR APPLICABLE CIVIL SERVICE LAWS AND REGULATIONS.

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## ARTICLE 11

### TEACHER RIGHTS

A. PURSUANT TO ACT 379 OF THE PUBLIC ACTS OF 1965, THE BOARD HEREBY AGREES THAT EVERY CONTRACT TEACHER EMPLOYED BY THE BOARD SHALL HAVE THE RIGHT FREELY TO ORGANIZE, JOIN AND SUPPORT THE ASSOCIATION FOR THE PURPOSE OF ENGAGING IN COLLECTIVE BARGAINING OR NEGOTIATION AND OTHER CONCERTED ACTIVITIES FOR MUTUAL



-2-

AID AND PROTECTION. AS A DULY ELECTED BODY EXERCISING GOVERNMENTAL POWER UNDER COLOR OF LAW OF THE STATE OF MICHIGAN, THE BOARD UNDERTAKES AND AGREES THAT IT WILL NOT DIRECTLY OR INDIRECTLY DISCOURAGE OR DEPRIVE OR COERCE ANY TEACHER IN THE ENJOYMENT OF ANY RIGHTS CONFERRED BY ACT 379 OR OTHER LAWS OF MICHIGAN OR THE CONSTITUTIONS OF MICHIGAN AND THE UNITED STATES; THAT IT WILL NOT DISCRIMINATE AGAINST ANY TEACHER WITH RESPECT TO HOURS, WAGES OR ANY TERMS OR CONDITIONS OF EMPLOYMENT BY REASON OF HIS MEMBERSHIP IN THE ASSOCIATION, HIS PARTICIPATION IN ANY ACTIVITIES OF THE ASSOCIATION OR COLLECTIVE PROFESSIONAL NEGOTIATIONS WITH THE BOARD, OR HIS INSTITUTION OF ANY GRIEVANCE, COMPLAINT OR PROCEEDING UNDER THIS AGREEMENT OR OTHERWISE WITH RESPECT TO ANY TERMS OR CONDITIONS OF EMPLOYMENT.

B. THE BOARD RECOGNIZES THE RIGHT OF ITS TEACHERS COVERED BY THIS AGREEMENT TO INVOKE THE ASSISTANCE OF THE STATE LABOR MEDIATION BOARD, OR A MEDIATOR FROM SUCH PUBLIC AGENCY, IF AN IMPASSE IS REACHED WHERE NEITHER PARTY FEELS HE CAN REASONABLY MAKE CONCESSIONS OR COUNTER-PROPOSALS. THE BOARD AS A PUBLIC EMPLOYER MAY ALSO INVOKE THE ASSISTANCE OF THE STATE LABOR MEDIATION BOARD UNDER THE SAME CONDITIONS OR IMPASSE.

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C. THE ASSOCIATION AND ITS MEMBERS SHALL HAVE THE RIGHT TO USE A CLASSROOM IN THE SCHOOL BUILDING FOR MEETINGS AFTER REGULAR WORKING HOURS ON REGULAR SCHOOL DAYS IN SESSION, BUT NOT TO EXTEND BEYOND 10:00 PM. A BULLETIN BOARD FOR COMMUNICATION SHALL BE AVAILABLE TO ASSOCIATION MEMBERS IN ANY TEACHERS' LOUNGE.

D. THE BOARD AGREES TO FURNISH TO THE ASSOCIATION IN RESPONSE TO REASONABLY MADE REQUESTS THE FOLLOWING INFORMATION: BETWEEN SEPTEMBER 1ST AND DECEMBER 31ST -- PRIOR YEAR'S AUDITORS REPORT, LIST OF TEACHERS ON CONTRACT, STEPS IN SALARY SCHEDULE OR SALARY COST OF PRIOR YEAR'S SUB TEACHERS. BETWEEN DECEMBER 31ST AND APRIL 30TH - TENTATIVE BUDGET AFTER ALLOCATION MADE FINAL BUDGET. ALSO INFORMATION WHICH MAY BE NECESSARY FOR THE ASSOCIATION TO PROCESS ANY GRIEVANCE OR COMPLAINT WILL BE MADE AVAILABLE AT ANY TIME.



-4-

ARTICLE 111

PROFESSIONAL COMPENSATION

A. THE SALARIES OF TEACHERS COVERED BY THIS AGREEMENT ARE SET FORTH IN SCHEDULE A WHICH IS ATTACHED TO AND INCORPORATED IN THIS AGREEMENT. SUCH SALARY SCHEDULE SHALL REMAIN IN EFFECT DURING THE ONE-YEAR OF THIS AGREEMENT, PROVIDED, HOWEVER, THAT UPON WRITTEN NOTICE TO THE OTHER PARTY ON OR BEFORE MARCH 1ST OF EVERY YEAR OF THIS AGREEMENT, EITHER PARTY MAY REQUEST THE RE-OPENING OF NEGOTIATION ON THIS CONTRACT AND SALARY SCHEDULE, BUT ONLY AS IT PERTAINS TO THE NEXT SCHOOL YEAR.

B. THE BOARD AGREES TO USE DUE DILIGENCE IN TAKING ADVANTAGE OF ANY TEACHER BENEFITS WHICH SHALL BE MADE AVAILABLE BY SPECIAL ACTS OF ANY LEGISLATION AND TO MAKE THESE BENEFITS AVAILABLE TO THE TEACHER. HOWEVER, THESE ADDITIONAL BENEFITS SHALL NOT BE CONSIDERED PART OF THE SALARY SCHEDULE OR ANNUAL MASTER CONTRACT. THE BOARD SHALL NOT BE LIABLE FOR PROGRAMS OR BENEFITS UNKNOWN TO THEM NOR BROUGHT TO THEIR ATTENTION.

THE SALARY SCHEDULE IS BASED UPON A NORMAL WEEKLY TEACHING LOAD, AS MAY BE ASSIGNED DURING THE SCHOOL YEAR OF 182 MEMBERSHIP DAYS. COMPENSATION FOR EXTRA DUTY WILL BE MADE AS PROVIDED IN SCHEDULE A (ATTACHED). EACH TEACHER WILL RECEIVE \$15 PER DAY FOR ATTENDING WORKSHOPS ON NON-SCHOOL DAYS (WEEKENDS, SUMMER CONFERENCES AND SO FORTH SCHEDULED BY THE BOARD OF EDUCATION OR APPROVED BY SAME BUT EXCLUDING ANY OF THE 182 MEMBERSHIP DAYS AND EITHER PRE-SCHOOL OR POST-SCHOOL CONFERENCE DAYS).

C. TEACHERS AGREE TO ATTEND A MAXIMUM OF TWO DAYS PRE-SCHOOL PREPARATION AND CONFERENCE, WITH DATES FOR THESE CONFERENCE DAYS TO BE THE PRECEDING WEDNESDAY AND THURSDAY BEFORE THE OPENING DATE OF SCHOOL. TEACHERS SHALL NOT BE REQUIRED TO REMAIN MORE THAN TWO DAYS AFTER THE CLOSE OF THE REGULAR SCHOOL YEAR FOR THE PURPOSE OF A POST-SCHOOL CONFERENCE, RECORDS, AND REPORTS PROVIDED THAT ALL FINAL RECORDS AND REPORTS REQUIRED ARE COMPLETED. THE BOARD RESERVES THE RIGHT TO WITHHOLD FINAL PAY OF ANY TEACHER WHO DOES NOT COMPLETE ALL REQUIRED RECORDS AND REPORTS



REQUIRED AT THE CLOSE OF THE SCHOOL YEAR UNTIL ALL SUCH REPORTS ARE COMPLETED AND ACCEPTED AS SATISFACTORY. SUCH CONFERENCE DAYS ARE IN EXCESS OF THE 182 MEMBERSHIP DAYS SET OUT IN PARAGRAPH B, ARTICLE 111.

D. THE FOLLOWING RECESSES AND LEGAL HOLIDAYS SHALL BE OBSERVED AND ALL SCHOOLS CLOSED: THANKSGIVING RECESS WILL BEGIN AT THE CLOSING OF THE SCHOOL DAY ON THE WEDNESDAY PRECEDING THANKSGIVING DAY AND WILL END WITH THE OPENING OF SCHOOL THE MONDAY FOLLOWING THANKSGIVING DAY.

CHRISTMAS RECESS WILL BEGIN AT THE CLOSING OF SCHOOL ON THE FOURTH SCHOOL DAY BEFORE CHRISTMAS DAY AND WILL END WITH THE OPENING OF SCHOOL THE FIRST WORK DAY FOLLOWING THE LEGAL NEW YEAR'S DAY

SPRING RECESS WILL BEGIN WITH THE CLOSING OF THE SCHOOL DAY ON THE THURSDAY PRECEDING EASTER SUNDAY, AND WILL END WITH THE OPENING OF SCHOOL ON THE TUESDAY FOLLOWING EASTER SUNDAY.

THE BOARD SHALL HAVE THE RIGHT TO ALTER OR ADJUST THESE RECESSES SO THERE WILL NEVER BE SCHOOL FOR ONE DAY ONLY IN ANY WEEK.

THE ASSOCIATION AND THE BOARD RECOGNIZE THAT A MINIMUM OF MEMBERSHIP DAYS AND ATTENDANCE DAYS ARE REQUIRED BY STATE LAW, AND THAT WHEN ANY SCHOOL CALENDAR IS UPSET BECAUSE OF UNUSUAL CIRCUMSTANCES, THE REQUIRED MAKEUP DAYS MAY CAUSE ALTERATIONS OF THE CALENDAR AND THE SCHOOL YEAR MAY BE EXTENDED BY ORDER OF THE BOARD.

E. THE BOARD AGREES TO ALLOW FIVE (5) SCHOOL DAYS PER YEAR FOR TWO ASSOCIATION REPRESENTATIVES TO NEGOTIATE ON BEHALF OF THE ASSOCIATION WITH ANY REPRESENTATIVE OF THE BOARD. 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, INCLUDING ARBITRATION, SHALL BE RELEASED FROM REGULAR DUTIES WITHOUT LOSS OF SALARY, OR SICK LEAVE.

F. TEACHERS, SHALL BE RELEASED FROM REGULAR DUTIES WITHOUT LOSS OF SALARY FOR ATTENDING THE TWO DAY REGIONAL EDUCATION CONVENTION AND THE ONE DAY COUNTY INSTITUTE, IF HELD. TEACHERS ARE REQUIRED TO ATTEND THESE CONVENTIONS IN ORDER TO RECEIVE SALARY FOR THE ABOVE MENTIONED THREE INSTITUTE DAYS.



ARTICLE IV  
TEACHING HOURS

A. THE TEACHER'S NORMAL TEACHING HOURS IN THE SECONDARY AND ELEMENTARY SCHOOLS SHALL BE AS FOLLOWS:

- (1) TEACHERS CHECK IN AND BE ON DUTY NO LATER THAN 8:10 AM
- (2) TEACHERS SHALL BE AT ASSIGNED PLACE OF DUTY AT NO LATER THAN 15 MINUTES BEFORE THE START OF THE DAYS FIRST SCHEDULED EVENT IN THEIR SCHOOL,
- (3) TEACHERS SHALL LEAVE SCHOOL NO EARLIER THAN 4:00 PM MONDAY THROUGH FRIDAY. SPECIAL PERMISSION MAY BE GRANTED BY AN ADMINISTRATOR FOR LEAVING EARLY.

B. AS FAR AS POSSIBLE TEACHERS SHALL BE GIVEN A DUTY-FREE, UNINTERRUPTED LUNCH PERIOD EQUAL TO A REGULAR CLASSHOUR AND IN NO EVENT LESS THAN 35 MINUTES OR THE LENGTH OF THE NOON HOUR PERIOD AS ASSIGNED PER SCHEDULES FOR STUDENTS.

\* C. A PHYSICAL TRAINING PERIOD OF APPROXIMATELY 30 MINUTES - TWICE PER WEEK, SHALL BE PROVIDED FOR ELEMENTARY CHILDREN IN GRADES 3 THROUGH 6, ~~AND~~

~~TEACHERS WILL BE ENTITLED TO TAKE THESE TWO PERIODS PER WEEK AS RELIEF TIME.~~ 5. ELEMENTARY TEACHERS WILL BE ENTITLED TO TAKE THESE TWO PERIODS PER WEEK AS RELIEF TIME.



ARTICLE V

TEACHING LOADS AND ASSIGNMENTS

A. THE NORMAL WEEKLY TEACHING LOAD IN THE JUNIOR AND SENIOR HIGH SCHOOL WILL BE A MAXIMUM OF 30 TEACHING PERIODS AND FIVE PREPARATION OR CONFERENCE PERIODS IN SO FAR AS POSSIBLE, OR THERE SHALL BE 25 TEACHING PERIODS, FIVE SUPERVISED STUDY PERIODS AND FIVE PREPARATION OR CONFERENCE PERIODS, IN SO FAR AS POSSIBLE. ANY DEPARTURE FROM THESE NORMS, EXCEPT IN THE CASE OF EMERGENCY, SHALL NOT BE AUTHORIZED WITHOUT PRIOR CONSULTATION WITH THE ASSOCIATION.

B. SINCE PUPILS ARE ENTITLED TO BE TAUGHT BY TEACHERS WHO ARE WORKING WITHIN THEIR AREA OF COMPETENCE, TEACHERS SHALL BE ASSIGNED, AS FAR AS POSSIBLE, WITHIN THE SCOPE OF THEIR TEACHING CERTIFICATES OR THEIR MAJOR OR MINOR FIELD OF STUDY.

C. TEACHERS WHO WILL BE AFFECTED BY A CHANGE IN GRADE ASSIGNMENTS IN THE ELEMENTARY SCHOOL GRADES AND BY CHANGES IN SUBJECT ASSIGNMENTS IN THE SECONDARY SCHOOL GRADES WILL BE NOTIFIED AND CONSULTED BY THEIR PRINCIPALS AS SOON AS PRACTICABLE, AND PRIOR TO JUNE 1ST WHENEVER POSSIBLE. SUCH CHANGES WILL BE VOLUNTARY TO THE EXTENT POSSIBLE. EVERY EFFORT WILL BE MADE TO AVOID RE-ASSIGNING PROBATIONARY ELEMENTARY SCHOOL TEACHERS TO DIFFERENT GRADE LEVELS UNLESS THE TEACHER REQUESTS SUCH CHANGE. IF IT BECOMES NECESSARY TO ALTER ASSIGNMENTS DURING THE SUMMER MONTHS, THE TEACHER WILL BE NOTIFIED AS SOON AS PRACTICABLE.

D. THE BOARD AND THE ASSOCIATION RECOGNIZE THAT RE-ORGANIZATION OF SCHOOL DISTRICTS IS BEING MADE AND THAT THIS MAY NECESSITATE A CHANGE IN ASSIGNMENTS, IN BUILDINGS, CLASS SCHEDULE, AND GRADE ASSIGNMENTS. THE BOARD AND THE ASSOCIATION AGREE TO ACCEPT ONLY SUCH CHANGES AS MAY BE DEEMED NECESSARY AFTER CAREFUL STUDY OF THE TOTAL REORGANIZATION BY THE BOARD, THE ASSOCIATION, LOCAL AUTHORITIES AND COMMUNITIES, AND THE CONSULTANTS INVOLVED.



ARTICLE VI  
TEACHING CONDITIONS

THE PARTIES RECOGNIZE THAT THE AVAILABILITY OF OPTIMUM SCHOOL FACILITIES FOR BOTH STUDENT AND TEACHER IS DESIRABLE TO INSURE THE HIGH QUALITY OF EDUCATION -- THAT IS THE GOAL OF BOTH TEACHER AND THE BOARD. IT IS ALSO ACKNOWLEDGED THAT THE PRIMARY DUTY AND RESPONSIBILITY OF THE TEACHER IS TO TEACH AND THAT THE ORGANIZATION OF THE SCHOOL DAY SHOULD BE DIRECTED AT INSURING THAT THE ENERGY OF THE TEACHER IS  
\* PRIMARILY UTILIZED TO THIS END. BOTH PARTIES RECOGNIZE THAT THE SAFETY, GENERAL WELL-BEING, AND VARIOUS OTHER NEEDS OF PUPILS IS ALSO OF PRIMARY IMPORTANCE FOR SUCCESSFUL SCHOOL EXPERIENCES, AND THEREFORE RECOGNIZES THAT CERTAIN DUTIES MUST BE ASSIGNED IN ORDER TO PROVIDE AN ORDERLY DESIRABLE SITUATION FOR EVERY STUDENT.

A. BECAUSE THE PUPIL-TEACHER RATIO IS AN IMPORTANT ASPECT OF AN EFFECTIVE EDUCATIONAL PROGRAM, THE PARTIES AGREE THAT CLASS SIZE SHOULD BE LOWERED IN MOST CASES WHENEVER POSSIBLE AND, AS FAR AS POSSIBLE, NOT EXCEED THE FOLLOWING:

- (1) KINDERGARTEN            25 PUPILS
- (2) ELEMENTARY GRADES    30 PUPILS
- (3) ELEMENTARY SPLIT GRADES        25 PUPILS
- (4) SPECIAL CLASSES FOR HANDICAPPED OR MENTALLY RETARDED    15 PUPILS

AS FAR AS POSSIBLE, THE MAXIMUM CLASS SIZE PER TEACHER IN THE SECONDARY SCHOOL SHALL BE AS FOLLOWS:

ENGLISH, SOCIAL STUDIES, GENERAL EDUCATION, MATHEMATICS,	
SCIENCE, LANGUAGE, BUSINESS, TYPING	--- 30 PUPILS
INDUSTRIAL ARTS	--- 20 PUPILS
DRAFTING	--- 22 PUPILS
HOUSEMAKING	--- 20 PUPILS
VOCAL MUSIC	--- 60 PUPILS



BAND	90 PUPILS
ART	15 PUPILS
HEALTH EDUCATION	40 PUPILS PER INSTRUCTOR

B. THE BOARD RECOGNIZES THAT APPROPRIATE TEXTS, LIBRARY REFERENCE FACILITIES, MAPS AND GLOBES, LABORATORY EQUIPMENT, AUDIO-VISUAL EQUIPMENT, ART SUPPLIES, PHYSICAL EDUCATION EQUIPMENT, CURRENT PERIODICALS, STANDARD TESTS AND QUESTIONNAIRES, AND SIMILAR MATERIALS ARE THE TOOLS OF THE TEACHING PROFESSION. THE PARTIES REPRESENTATIVES, MEETING AS COMMITTEES WILL CONFER FROM TIME TO TIME FOR THE PURPOSE OF IMPROVING THE SELECTION AND USE OF SUCH EDUCATIONAL TOOLS, AND THE BOARD WILL MAKE EVERY EFFORT TO INCLUDE FUNDS FOR SUCH ITEMS IN EACH YEAR'S BUDGET, AS THE ANNUAL BDDGET WILL ALLOW.

C. UNDER NO CONDITIONS SHALL A TEACHER BE REQUIRED TO DRIVE A SCHOOL BUS AS PART OF HIS REGULAR ASSIGNMENT, BUT ANY TEACHER MAY APPLY FOR A BUS DRIVING POSITION.

D. THE BOARD SHALL MAKE AVAILABLE IN EACH SCHOOL, ADEQUATE LAVATORY AND REST ROOM FACILITIES EXCLUSIVELY FOR TEACHER USE <sup>AND</sup> ~~AND~~ A LOUNGE FOR THE HIGH SCHOOL. A TEACHERS' LOUNGE SHALL BE ESTABLISHED IN THE ELEMENTARY SCHOOL IN SOME EXISTING SPACE. SMOKING SHALL BE PERMITTED IN ANY TEACHERS LOUNGE.

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E. ANY TEACHER MAY USE AVAILABLE TELEPHONE SERVICES FOR NECESSARY LOCAL CALLS. IN THE EVENT THAT ANY LONG DISTANCE CALL IS NECESSARY FOR PERSONAL BUSINESS, A LOG IS TO BE COMPLETED, AND A RECORD OF THE CHARGE MADE THEREON. THE TEACHER MAY PAY IMMEDIATELY FOR THE CALL, OR PAY ANYTIME WITHIN THE MONTH FOLLOWING THE CALL.

F. NOTWITHSTANDING THEIR EMPLOYMENT, TEACHERS SHALL BE ENTITLED TO FULL RIGHTS OF CITIZENSHIP AND NO RELIGIOUS OR POLITICAL ACTIVITIES OF ANY TEACHER, OR THE LACK THEREOF, SHALL BE GROUNDS FOR ANY DISCIPLINE WITH RESPECT TO THE PROFESSIONAL EMPLOYMENT OF SUCH TEACHER AS LONG AS THESE ACTIVITIES DO NOT INTERFERE WITH SUCH TEACHERS' RESPONSIBILITIES TO THE BOARD IN FULFILLING HIS CONTRACT UNLESS SUCH ACTIVITIES BE ILLEGAL, IMMORAL, OR CONTRARY TO THE CODE OF ETHICS AS SET FORTH BY THE EDUCATORS OF THE UNITED STATES FOR THE 1965-66 YEAR.



G. THE PROVISIONS OF THIS AGREEMENT AND THE WAGES, HOURS, TERMS AND CONDITIONS OF EMPLOYMENT SHALL BE APPLIED WITHOUT REGARD TO RACE, CREED, RELIGION, COLOR, NATIONAL ORIGIN, AGE, SEX, OR MARITAL STATUS, OR MEMBERSHIP IN, OR ASSOCIATION WITH 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.

H. AT THE REQUEST OF THE ASSOCIATION, ONE VENDING MACHINE FOR SOFT DRINKS MAY BE INSTALLED IN ANY TEACHERS' LOUNGE PROVIDED THERE BE NO COST TO THE SCHOOL DISTRICT FOR THIS INSTALLATION.

I. PARKING FACILITIES SHALL BE MADE AVAILABLE TO TEACHERS WITHIN WALKING DISTANCE--AND AS CLOSE TO THE BUILDING AS SCHOOL SITES PROVIDE. IMPROVEMENTS TO PARKING FACILITIES WILL BE GIVEN ATTENTION AS THE NEEDS ARE MADE KNOWN, AND BUILDING AND SITE BUDGETS ALLOW.



ARTICLE VII

VACANCIES AND PROMOTION

A. WHENEVER THERE IS A VACANCY IN ANY TEACHING POSITION IN THE DISTRICT, THE BOARD SHALL MAKE THIS INFORMATION AVAILABLE TO THE EXISTING TEACHING STAFF. APPLICATIONS FOR SUCH VACANCY MAY BE MADE TO THE BOARD BY ANY TEACHER. THE BOARD AGREES TO GIVE CONSIDERATION TO THE PROFESSIONAL BACKGROUND AND ATTAINMENTS OF ALL APPLICANTS.

B. BOTH THE ASSOCIATION AND THE BOARD AGREE THAT UNRESTRICTED TRANSFERS OF TEACHERS MIGHT PROVE DETRIMENTAL TO THE BEST TEACHER PERFORMANCE AND SHOULD BE DISCOURAGED, BUT IT IS RECOGNIZED THAT IN CERTAIN CASES THIS MAY BE NECESSARY.

C. WHEN TRANSFERS ARE NECESSARY, TEACHERS WILL BE NOTIFIED SO THAT THEY MAY APPLY FOR A TRANSFER, WHICH WILL BE GIVEN CONSIDERATION. THE BOARD RESERVES THE RIGHT TO GRANT REQUESTS FOR A TRANSFER ONLY WHEN SUCH A TRANSFER MAY BE DEEMED IN THE BEST INTERESTS OF THE SCHOOL SYSTEM, AND WHEN IT IS DETERMINED BY THE METHODS REFERRED TO IN SECTION D, ARTICLE V.

D. 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 THE TENURE ACT AND THIS CONTRACT. IT IS RECOGNIZED THAT UNDER THESE CONDITIONS, THERE MAY NOT BE A POSITION OPEN WITHIN THE RANGE OF HIS MAJOR OR MINOR FIELD OF COMPETENCY, AND THAT HE MIGHT HAVE TO BE ASSIGNED OUTSIDE OF THIS FIELD ON A TENTATIVE BASIS, AND THE BOARD RESERVES THE RIGHT TO MAKE ANY SUCH ASSIGNMENT.

WHEN EXECUTIVE OR SUPERVISORY POSITIONS ARE OPEN, NOTIFICATION OF TEACHERS WILL BE MADE, AND ANY TEACHER WITH THE NECESSARY QUALIFICATIONS MAY MAKE APPLICATION FOR ANY SUCH POSITION. THE BOARD AGREES TO GIVE CONSIDERATION TO THE PROFESSIONAL BACKGROUND AND ATTAINMENTS OF ALL APPLICANTS.



ARTICLE V111

LEAVE PAY

A. A TEACHER IN THE EMPLOY OF THE BOARD SHALL BE GRANTED 10 DAYS SICK LEAVE PER YEAR.

B. EACH TEACHER SHALL BE GRANTED TWO DAYS PER YEAR FOR PERSONAL BUSINESS REASONS.

C. ANY SICK LEAVE NOT USED MAY ACCUMULATE NOT TO EXCEED 60 DAYS. A TEACHER EMPLOYEE MAY USE IN ANY ONE YEAR THE TOTAL NUMBER OF SICK LEAVE DAYS HE HAS ACCUMULATED, PLUS HE MAY BORROW UP TO THE ADDITIONAL DAYS HE WILL EARN IN THAT CURRENT YEAR.

ARTICLE IX

LEAVES OF ABSENCE

A. ANY TEACHER WHOSE PERSONAL ILLNESS EXTENDS BEYOND THE PERIOD COMPENSATED UNDER ARTICLE V111 SHALL BE GRANTED A LEAVE OF ABSENCE, NOT TO EXCEED ONE YEAR, WITHOUT PAY. UPON RETURN FROM LEAVE, A TEACHER SHALL BE ASSIGNED TO THE SAME POSITION, IF AVAILABLE, OR A SUBSTANTIALLY EQUIVALENT POSITION. THE BOARD MAY REQUEST A PHYSICAL EXAMINATION BY A DOCTOR OF THEIR CHOICE OF ANY TEACHER WHO IS ABSENT ON SICK-LEAVE FOR AN EXTENDED PERIOD, FOR THE PURPOSE OF DETERMINING THE CAPABILITIES OF THE TEACHER TO FULFILL HIS DUTIES, AT THE BOARD'S DISCRETION, PROVIDING THE BOARD PAYS THE COSTS OF SUCH PHYSICAL EXAMINATION.

B. LEAVES OF ABSENCE WITH PAY CHARGABLE AGAINST THE TEACHER'S SICK LEAVE ALLOWANCE SHALL BE GRANTED FOR THE FOLLOWING REASONS:

- (1) PERSONAL ILLNESS OR HOSPITALIZATION
- (2) CRITICAL ILLNESS IN THE IMMEDIATE FAMILY -- UP TO FIVE DAYS PER YEAR.
- (3) EMERGENCY ILLNESS IN IMMEDIATE FAMILY WHICH REQUIRES A TEACHER TO MAKE ARRANGEMENTS FOR NECESSARY MEDICAL OR NURSING CARE -- ONE DAY PER YEAR.



- (4) TIME NECESSARY FOR ATTENDANCE AT THE FUNERAL SERVICE OF A PERSON OF CLOSE RELATIONSHIP.

C. LEAVES OF ABSENCE WITH PAY NOT CHARGEABLE AGAINST THE TEACHER'S ALLOWANCE SHALL BE GRANTED AS FOLLOWS:

- (1) ABSENCE WHEN A TEACHER IS CALLED FOR JURY SERVICE.
- (2) COURT APPEARANCES WHEN A TEACHER IS SUBPOENAED
- (3) A MAXIMUM OF THREE DAYS FOR A DEATH IN THE IMMEDIATE FAMILY.  
UP TO TWO ADDITIONAL DAYS MAY BE GRANTED AND CHARGEABLE AGAINST THE TEACHERS ACCUMULATED SICK LEAVE OR BUSINESS DAYS.
- (4) UP TO TWO WORKING DAYS PER YEAR FOR APPROVED VISITATION OF OTHER SCHOOLS OR EDUCATIONAL CONFERENCES WHICH ARE DIRECTLY RELATED TO THE INSTRUCTION OF CHILDREN IN THE PRESENT OR CONTEMPLATED ASSIGNMENT IN THIS SCHOOL. ALL SUCH LEAVE IS SUBJECT TO PRIOR ADMINISTRATIVE APPROVAL.
- (5) ONE DAY FOR REQUIRED SELECTIVE SERVICE PHYSICAL EXAMINATION.
- (6) PERSONAL BUSINESS WHICH CANNOT BE DONE ON A NON-TEACHING DAY -- TWO DAYS PER YEAR.
- (7) REQUIRED COURSES ORDERED BY THE BOARD OF EDUCATION, WHICH REQUIRE THE TEACHER TO BE AWAY FROM REGULAR DUTY.

D. LEAVES OF ABSENCE WITHOUT PAY WILL BE CONSIDERED FOR ANY OF THE FOLLOWING:

- (1) STUDY RELATED TO TEACHER'S LICENSED FIELD.
- (2) STUDY TO MEET ELIGIBILITY REQUIREMENTS FOR A LICENSE IN EDUCATION IN A FIELD OTHER THAN THAT HELD BY TEACHER.
- (3) STUDY, RESEARCH, OR SPECIAL TEACHING ASSIGNMENT INVOLVING PROBABLE ADVANTAGE TO THE SCHOOL SYSTEM.
- (4) SERVICE IN A PUBLIC OFFICE.



- (5) MANDATORY MATERNITY LEAVE FOR MARRIED TEACHERS, UP TO ONE YEAR SHALL BE GRANTED, WITHOUT PAY, COMMENCING NOT LATER THAN THE END OF THE SIXTH MONTH OF PREGNANCY, EXCEPT THAT WHEN THIS DATE FALLS WITHIN ONE SCHOOL MONTH OF THE END OF THE SEMESTER, THE TEACHER MAY BE PERMITTED TO COMPLETE THE SEMESTER UPON APPROVAL OF THE ADMINISTRATION.
- (6) LEAVE WITHOUT PAY 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. UPON RETURNING TO TEACHING DUTY, THE TEACHER ON SUCH LEAVE SHALL BE GRANTED UP TO TWO YEARS CREDIT ON THE SALARY SCHEDULE EXISTING UPON HIS RETURN. CREDIT SHALL BE GIVEN EQUAL TO THE TIME SPENT IN SERVICE UP TO A MAXIMUM OF TWO YEARS IF HE IS HONORABLY DISCHARGED.

E. THE BOARD SHALL BE OBLIGATED TO PLACE THE RETURNING TEACHER ON IT'S STAFF UPON HIS RETURNING AFTER EXPIRATION OF HIS LEAVE, HOWEVER, THE BOARD SHALL HAVE THE RIGHT TO MAKE THE TERM OF LEAVE CORRESPOND TO THE EXPIRING SCHOOL YEAR AND NOT TO CORRESPOND TO THE TIME INVOLVED IN THE SPECIFIC ACTIVITY.

#### ARTICLE X

##### INSURANCE PROTECTION

A. THE BOARD WILL PROVIDE WITHOUT COST TO THE TEACHER, ANY WORKMEN'S COMPENSATION INSURANCE AS MAY BE REQUIRED BY LAW, FOR ALL TEACHERS EMPLOYED ON THE STAFF.



ARTICLE XI  
TEACHER EVALUATION

A. TEACHER EVALUATION SHALL BE DONE THROUGH A SYSTEM OF OPEN OBSERVATION, WITH THE FULL KNOWLEDGE OF THE TEACHER, BY THE SUPERINTENDENT, PRINCIPAL, OR ANY ASSIGNED SUPERVISOR.

B. WHEN WRITTEN EVALUATIONS OF INDIVIDUAL OBSERVATIONS ARE MADE, THEY SHALL BE PLACED IN THE TEACHER'S PERSONNEL FILE, AND A COPY OF THE SUMMATION OF THESE OBSERVATIONS SHALL BE AVAILABLE TO THE TEACHER.

C. PERSONAL CONFERENCES SHALL BE HELD FROM TIME TO TIME WITH THE TEACHER, AS DEEMED NECESSARY BY THE ADMINISTRATION, AT WHICH TIME ALL EVALUATION REPORTS MAY BE DISCUSSED WITH THE TEACHER.

D. TEACHERS ON PROBATION MAY BE FURNISHED WITH ALL FINAL RECOMMENDATIONS AND EVALUATIONS INCLUDING SUGGESTIONS FOR IMPROVEMENT IN THE SAME FORM AS SHALL BE USED FOR REPORTING TO THE BOARD OF EDUCATION OR TENURE COMMITTEE.

E. EACH TEACHER SHALL HAVE THE RIGHT UPON REQUEST, TO REVIEW THE CONTENTS OF HIS PERSONNEL FILE.

F. A TEACHER SHALL, AT ALL TIMES, BE ENTITLED TO HAVE PRESENT, A REPRESENTATIVE OF THE ASSOCIATION WHEN HE IS BEING REPRIMANDED, WARNED, OR DISCIPLINED OF 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.

G. THE ABOVE AGREEMENTS SHALL BE CONSIDERED AS A GUIDE TO PROPER PROCEDURE FOR EVALUATIONS, AND SHALL CONFORM OR BE IN ACCORDANCE WITH DEFINITE DIRECTIVES WITHIN THE TENURE LAW.

ARTICLE XII  
PROTECTION OF TEACHERS

A. THE BOARD RECOGNIZES THE RESPONSIBILITY OF GIVING SUPPORT AND ASSIST-



ANCE TO TEACHERS WITH RESPECT TO MAINTENANCE OF CONTROL AND DISCIPLINE IN THE CLASSROOM. DECISIONS MADE BY TEACHERS SHALL BE UPHELD BY THE ADMINISTRATION AS LONG AS THEY ARE DEEMED TO BE FAIR AND REASONABLE DECISIONS BY THE ADMINISTRATION AND AS LONG AS THEY HAVE BEEN CAREFULLY THOUGHT OUT WITH RELATION TO THE PARTICULAR PROBLEM OR DISCIPLINE NEEDED. WHERE IT APPEARS THAT SUCH ASSISTANCE IS NEEDED AN INVESTIGATION INTO THE SITUATION WILL BE MADE BY THE ADMINISTRATION FOR THE BEST INTERESTS OF BOTH STUDENT AND TEACHER CONCERNED. IN THE EVENT OF RASH DECISIONS TRIGGERED ON THE SPUR OF THE MOMENT, OR IN ANGER BY THE TEACHER, THIS ACTION SHALL BE CAREFULLY DISCUSSED WITH THE ADMINISTRATION WITH THE INTENT OF EVALUATING THE FAIRNESS AND REASONABLENESS OF THE DECISION. IF THE ADMINISTRATION FEELS THE DECISION OF THE TEACHER IS UNJUST, THEY SHALL HAVE THE RIGHT TO COUNTERMAND THE TEACHER, AND ADJUST HIS DECISION IN ACCORD WITH THE ADMINISTRATION'S FEELINGS.

B. IF ANY TEACHER IS COMPLAINED AGAINST BY A PARENT, THE TEACHER SHALL BE PROMPTLY NOTIFIED.

C. TEACHERS SHALL BE EXPECTED TO EXERCISE THE UTMOST CARE WITH RESPECT TO THE SAFETY OF PUPILS AND PROPERTY, AND SHALL BE LIABLE ONLY AS DETERMINED BY PRESENT STATE LAW, OR BY COURT ACTION IN THE EVENT OF GROSS NEGLIGENCE.

D. WHENEVER IT APPEARS THAT A PARTICULAR PUPIL REQUIRES THE ATTENTION OF SPECIAL COUNSELORS, SOCIAL WORKERS, LAW ENFORCEMENT PERSONNEL, PHYSICIAN, OR OTHER PROFESSIONAL PERSONS, THE BOARD WILL TAKE REASONABLE STEPS TO RELIEVE THE TEACHER OF RESPONSIBILITIES WITH RESPECT TO SUCH PUPIL.

#### ARTICLE XIII

##### MISCELLANEOUS PROVISIONS

A. PROFESSIONAL STUDY COMMITTEES - THE ASSOCIATION SHALL HAVE THE RIGHT TO ESTABLISH ANY STUDY COMMITTEES AS THEY DEEM NECESSARY CONSISTING OF MEMBERS OF THE ASSOCIATION. ANY RECOMMENDATIONS TO THE ADMINISTRATION RESULTING FROM SUCH STUDY



COMMITTEES WHICH MAY RESULT IN IMPROVED CURRICULUM SHALL BE GIVEN CAREFUL CONSIDERATION. BUT THESE COMMITTEES ARE ADVISORY IN NATURE ONLY.

B. THE BOARD SHALL HAVE THE RIGHT TO APPOINT MEMBERS OF THE ASSOCIATION AND OF THE ADMINISTRATION TO STUDY ANY PROBLEM AS THEY DEEM NECESSARY. A REPORT SHALL BE MADE BY THESE COMMITTEES BY WAY OF RECOMMENDATIONS BASED ON THE PROFESSIONAL COMPETENCE OF THE TEACHERS INVOLVED, BUT WORKING WITHIN THE FRAMEWORK OF FINANCES AVAILABLE FOR THE SCHOOL YEAR INVOLVED.

C. ANY RECOMMENDATIONS MADE TO THE BOARD SHALL BE IMPLEMENTED ONLY AFTER A FINAL DECISION BY THE BOARD OR ADMINISTRATION.

D. THE ASSOCIATION RECOGNIZES THAT THERE USUALLY EXISTS A NEED FOR PROFESSIONAL IMPROVEMENT THROUGH THE USE OF LOCAL WORKSHOPS MAKING FULL USE OF ALL AVAILABLE RESOURCE PEOPLE WHICH MAY BE PROVIDED. MEMBERS OF THE ASSOCIATION AGREE TO PARTICIPATE IN ANY WORKSHOPS OR OTHER ORGANIZED MEETINGS AND STUDY PROCEDURES FOR THE PURPOSE OF CURRICULUM IMPROVEMENTS, CURRICULUM OR COURSE OF STUDY WRITINGS, DETERMINATION OF ADVISABLE CHANGES IN CURRICULUM OR METHODS OF WORKING WITH CHILDREN IN THE SCHOOL DISTRICT OR OTHER PROBLEMS OF COMMON INTEREST TO TEACHERS AND ADMINISTRATORS.

E. SUBSTITUTE TEACHERS:

- (1) THE BOARD SHALL MAINTAIN A LIST OF ALL AVAILABLE SUBSTITUTE TEACHERS. TEACHERS SHALL NOTIFY THE PERSON ON THE ADMINISTRATIVE STAFF DESIGNATED OF THEIR UNAVAILABILITY FOR WORK AS SOON AS THIS CAN BE DETERMINED. IN THE EVENT THAT THE TEACHER DETERMINES THIS THE PRECEDING EVENING OR BEFORE, NOTIFICATION SHALL BE GIVEN AT THAT TIME. IN NO EVENT SHALL NOTIFICATION BE GIVEN LATER THAN 7:30 AM ON THE DAY CONCERNED. IT SHALL BE THE DUTY OF THE ADMINISTRATION TO OBTAIN A SUBSTITUTE TEACHER.



- (2) THE ASSOCIATION RECOGNIZES THAT IN SOME INSTANCES, SUBSTITUTE TEACHERS WILL NOT BE AVAILABLE, AND THAT EMERGENCY MAY REQUIRE THAT CLASSES MAY HAVE TO BE CHANGED FOR A DAY OR SHORT PERIOD OF DAYS, AND THAT ON OCCASION TEACHERS WILL BE REQUIRED TO TAKE OVER CLASSES NOT REGULARLY ASSIGNED. THERE WILL BE NO OBJECTIONS ON THE PART OF THE ASSOCIATION TO SUCH TEMPORARY ASSIGNMENTS ON A TENTATIVE BASIS. AN EMERGENCY SHALL BE CONSTRUED TO BE AN UNEXPECTED EVENT WHICH OCCURS DURING A CURRENT DAYS ACTIVITY, WITHOUT PRIOR WARNING.
- (3) COPIES OF THIS AGREEMENT SHALL BE PRINTED AT THE EXPENSE OF THE BOARD AND PRESENTED TO ALL TEACHERS NOW EMPLOYED OR HERE-AFTER EMPLOYED BY THE BOARD.
- (4) 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 EXISTING EXCEPT TO THE EXTENT PERMITTED BY THE LAW, BUT OTHER PROVISIONS SHALL REMAIN IN EFFECT.
- (5) THIS AGREEMENT SHALL NOT BE IN EFFECT UNTIL APPROVED AS TO FORM AND CONTENT BY THE ASSOCIATION AND BOARD OF EDUCATION.
- (6) THE ASSOCIATION SHALL DEAL WITH ETHICAL PROBLEMS ARISING UNDER THE CODE OF ETHICS OF THE EDUCATION PROFESSION IN ACCORDANCE WITH THE TERMS THEREOF.



(7) 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 FUTURE INDIVIDUAL TEACHER CONTRACTS SHALL BE MADE EXPRESSLY SUBJECT TO THE TERMS OF THIS AGREEMENT. THE PROVISIONS OF THIS AGREEMENT SHALL BE INCORPORATED INTO AND CONSIDERED PART OF THE ESTABLISHED POLICIES OF THE BOARD.

ARTICLE XIV

NEGOTIATION PROCEDURES

A. IT IS CONTEMPLATED THAT MATTERS NOT SPECIFICALLY COVERED BY THIS AGREEMENT BUT OF COMMON CONCERN TO THE PARTIES SHALL BE SUBJECT TO PROFESSIONAL NEGOTIATIONS BETWEEN THEM FROM TIME TO TIME DURING THE PERIOD OF THIS AGREEMENT UPON REQUEST BY EITHER PARTY TO THE OTHER. THE PARTIES UNDERTAKE TO COOPERATE IN ARRANGING



MEETINGS, SELECTING REPRESENTATIVES FOR SUCH DISCUSSIONS, FURNISHING NECESSARY INFORMATION AND OTHERWISE CONSTRUCTIVELY CONSIDERING AND RESOLVING ANY SUCH MATTERS.

B. IN THE EVENT THE SALARY SCHEDULE IS REOPENED FOR NEGOTIATION, BY EITHER PARTY, AS PROVIDED IN ARTICLE 11 OF THIS AGREEMENT, THE PARTIES WILL PROMPTLY NEGOTIATE FOR THE PURPOSE OF REACHING AN AGREEMENT UPON A REVISED SALARY SCHEDULE. AT LEAST SIXTY DAYS PRIOR TO THE EXPIRATION OF THIS AGREEMENT, THE PARTIES WILL LIKEWISE BEGIN NEGOTIATIONS FOR A NEW AGREEMENT COVERING WAGES, HOURS, TERMS AND CONDITIONS OF EMPLOYMENT OF TEACHERS EMPLOYED BY THE BOARD.

C. IN ANY NEGOTIATIONS DESCRIBED IN THIS ARTICLE, NEITHER PARTY SHALL HAVE ANY CONTROL OVER THE SELECTION OF THE NEGOTIATING OR BARGAINING REPRESENTATIVES OF THE OTHER PARTY AND EACH PARTY MAY SELECT ITS REPRESENTATIVES FROM WITHIN OR OUTSIDE THE SCHOOL DISTRICT. IT IS RECOGNIZED THAT NO FINAL AGREEMENT BETWEEN THE PARTIES MAY BE EXECUTED WITHOUT RATIFICATION BY A MAJORITY OF THE BOARD OF EDUCATION AND BY A MAJORITY OF THE MEMBERSHIP OF THE ASSOCIATION, BUT THE PARTIES MUTUALLY PLEDGE THAT REPRESENTATIVES SELECTED BY EACH SHALL BE CLOTHED WITH ALL NECESSARY POWER AND AUTHORITY TO MAKE PROPOSALS, CONSIDER PROPOSALS, AND MAKE CONCESSIONS IN THE COURSE OF NEGOTIATIONS OR BARGAINING, SUBJECT ONLY TO SUCH ULTIMATE RATIFICATION OR REJECTION.

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.

#### ARTICLE XV

##### PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURE

A. ANY TEACHER, GROUP OF TEACHERS, OR THE ASSOCIATION BELIEVING THAT THEY HAVE FOUND A SERIOUS VIOLATION, MISINTERPRETATION, OR MISAPPLICATION OF ANY PROVISION OF THIS AGREEMENT, OR ANY EXISTING RULE, ORDER OR REGULATION OF THE BOARD, OR ANY OTHER PROVISION OF LAW (EXCEPT A STATUTE SPECIFICALLY ESTABLISHING APPROCEDURE FOR REDRESS) RELATING TO WAGES,



HOURS, TERMS OR CONDITIONS OF EMPLOYMENT, MAY FILE A WRITTEN GRIEVANCE WITH THE BOARD OR ITS DESIGNATED REPRESENTATIVE. THE BOARD HEREBY DESIGNATES AS ITS REPRESENTATIVE, THE SUPERINTENDENT OF SCHOOLS, TO ACCEPT SUCH COMPLAINT.

B. IF THE GRIEVANCE IS TRANSMITTED DIRECTLY TO THE SUPERINTENDENT, HE SHALL HAVE TEN DAYS FROM RECEIPT TO APPROVE OR DISAPPROVE IT. IF THE GRIEVANCE SHALL BE DENIED BY THE SUPERINTENDENT, THE GRIEVANCE SHALL IMMEDIATELY BE TRANSMITTED TO THE SECRETARY OF THE BOARD, WITH A STATEMENT OF REASONS WHY IT IS BEING DISAPPROVED BY THE SUPERINTENDENT.

C. WITHIN 20 DAYS FROM THE RECEIPT OF THE GRIEVANCE, THE BOARD SHALL PASS UPON THE GRIEVANCE. THE BOARD MAY HOLD A HEARING THEREON, MAY DESIGNATE ONE OR MORE OF ITS MEMBERS TO HOLD A HEARING, OR OTHERWISE INVESTIGATE THE GRIEVANCE, OR PRESCRIBE SUCH PROCEDURE AS IT MAY DEEM APPROPRIATE FOR CONSIDERATION OF THE GRIEVANCE, PROVIDED, HOWEVER, THAT IN NO EVENT, EXCEPT WITH EXPRESS WRITTEN CONSENT OF THE ASSOCIATION, SHALL FINAL DETERMINATION OF THE GRIEVANCE BE MADE BY THE BOARD MORE THAN 20 DAYS AFTER ITS SUBMISSION TO THE BOARD.

D. IF THE DECISION OF THE BOARD IS NOT SATISFACTORY TO THE ASSOCIATION, THE GRIEVANCE MAY BE SUBMITTED TO THE STATE LABOR MEDIATION BOARD. THE PARTIES SHALL NOT BE PERMITTED TO ASSERT IN SUCH <sup>mediation</sup> ~~ARBITRATION~~ PROCEEDING ANY GROUND OR TO RELY ON ANY EVIDENCE NOT PREVIOUSLY DISCLOSED TO THE OPPOSITE PARTY.

E. IF ANY TEACHER FOR WHOM GRIEVANCE IS SUSTAINED SHALL BE FOUND TO HAVE BEEN UNJUSTLY DISCHARGED, HE SHALL BE REINSTATED WITH 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 HIM, AS FOUND BY THE COURT UNDER EXISTING GENERAL SCHOOL LAW.



F. FOR ADMINISTRATIVE CONVENIENCE, THE BOARD MAY CAUSE COMPLAINTS WHICH MAY BE THE SUBJECT OF GRIEVANCES UNDER THIS ARTICLE TO BE PRESENTED TO A DEPARTMENT HEAD, ASSISTANT PRINCIPAL, OR OTHER SCHOOL EMPLOYEE, FOR INFORMAL PROCESSING, IN AN EFFORT TO REDUCE THE NUMBER OF FORMAL GRIEVANCES HANDLED UNDER THE PROFESSIONAL GRIEVANCE PROCEDURE HEREIN ESTABLISHED. THE PARTIES SHALL MUTUALLY WORK OUT PROCEDURES FOR SUCH INFORMAL PROCESSING, AND WHENEVER POSSIBLE, GRIEVANCES SHALL BE RESOLVED BY SUCH INFORMAL PROCESSING. THE PARTICIPATION OF DEPARTMENT HEADS, ASSISTANT PRINCIPALS OR OTHER EMPLOYEES IN SUCH INFORMAL PROCEDURES WILL NOT BE DEEMED TO BE A SUPERVISORY OR EXECUTIVE FUNCTION.

#### ARTICLE XVI

##### BOARD'S RIGHTS CLAUSE

A. IT IS HEREBY RECOGNIZED BY BOTH THE ASSOCIATION AND THE BOARD THAT A SCHOOL BOARD MUST DISCHARGE IT'S STATUTORY AND CONSTITUTIONAL DUTIES AND CANNOT SHARE NOR DELIGATE THESE DUTIES BY MAKING THEM THE SUBJECT OF COLLECTIVE BARGAINING. THE BOARD THEREFORE, IN ORDER TO RETAIN SUCH CONTROL AS MAY BE NECESSARY IN ORDER TO DISCHARGE THESE DUTIES, WILL INCLUDE A "BOARD'S RIGHTS CLAUSE" IN THIS AGREEMENT.

B. BOARD'S RIGHTS CLAUSE: - THE BOARD, ON IT'S 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, AND THE ACTIVITIES OF ITS EMPLOYEES;
- (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 TEXT-BOOKS 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 WITH RESPECT TO ADMINISTRATIVE AND NON-TEACHING ACTIVITIES, AND THE TERMS AND CONDITIONS OF EMPLOYMENT.

(6) TO NOT BIND A FUTURE BOARD OF EDUCATION OR CONTRACT A FINANCIAL LIABILITY BEYOND THE REVENUES PROVIDED FOR BY CURRENT BUDGET AND REVENUE RECEIPTS.

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 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, NOTWITHSTANDING ANYTHING IN THE FOREGOING AGREEMENT TO THE CONTRARY.

APPROVED AND FORWARDED:  
[Signature]



ARTICLE XVII

DURATION OF AGREEMENT

THIS AGREEMENT SHALL BE EFFECTIVE AS OF JULY 1, 1966, AND SHALL CONTINUE  
IN EFFECT FOR ONE (1) YEAR UNTIL THE 30TH DAY OF JUNE, 1967.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1966.

BOARD OF EDUCATION

BY \_\_\_\_\_

\_\_\_\_\_

BALDWIN EDUCATION ASSOCIATION

BY \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_