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1970-72

Baldwin 13

BALDWIN COMMUNITY SCHOOLS BOARD OF EDUCATION

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BALDWIN EDUCATION ASSOCIATION

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MASTER CONTRACT

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OFFICE OF  
PROFESSIONAL NEGOTIATIONS

Sept., 1970

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MEA  
1216 Fondale  
East Lansing, Mich.

9/1/70 - 8/31/72

Baldwin Community Schools

THIS AGREEMENT entered into this 1st day of September, 1970, by and between the Board of Education of the Baldwin Community School District, Baldwin, Michigan, hereinafter called the "Board" and the Baldwin Education Association, an affiliate of the Michigan Education Association and the National Education Association, hereafter called the "Association."

The Signatories shall be the sole parties to this agreement.

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, in addition to other factors, upon the quality and morale of the teaching service.

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designated to improve educational services, 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 have reached certain understandings which they desire to confirm,

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

ARTICLE I  
RECOGNITION

A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all regular contract members of the Baldwin Teaching Staff, including teachers on tenure and probationary contracts, and teachers assigned as counselors and librarians, but excluding Principals, Superintendent, Substitute Teachers, and other administrative and auxiliary personnel. The term "teacher," when used hereinafter in this agreement shall refer to all full-time and part-time certified teachers employed by written contract, and references to male teachers shall include female teachers.

B. The Board agrees not to negotiate with or recognize an 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. Deduction of Education Association Dues:

(1) The Board agrees to deduct from the salaries of Teachers, dues for the Baldwin Education Association, The Michigan Education Association, and the National Education Association, when voluntarily authorized in writing by each teacher desirous of having such dues deducted.

(2) Total regular dues for any or all of the

C. (2) (cont.) above stated organizations shall be deducted, in 4 (four) equal monthly installments beginning with the second pay period in October and from the second pay in each of the ensuing three months.

BALDWIN COMMUNITY SCHOOLS

DEDUCTION OF EDUCATION ASSOCIATION DUES

On this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_.

I, \_\_\_\_\_  
(Name of Teacher of Employee)

hereby authorize the Board of Education to deduct the following sums in 4 (four) equal consecutive installments as dues for the following organizations from the 2nd monthly paycheck beginning \_\_\_\_\_ (date of paycheck to be deducted) as specified in the Master Contract Agreement of 1970-71

\$ \_\_\_\_\_ to the Baldwin Education Association

\$ \_\_\_\_\_ to the Michigan Education Association

\$ \_\_\_\_\_ to the National Education Association

I further understand that in the event of a dispute over payments of the above specified amounts, I must seek my remedy from the Baldwin Education Association, -- further, it is my understanding that this authorization for dues deduction shall be revocable only if I expressly so state in writing. A copy of which must be placed on file with the Superintendent, and a copy with the Treasurer of the Baldwin Education Association.

\_\_\_\_\_  
(Signature of Teacher or Employee)

Filed with the Board of Education on the \_\_\_\_\_ day of \_\_\_\_\_  
19\_\_\_\_\_.

ARTICLE I  
RECOGNITION

(3) Dues authorizations filed with the Superintendent on or before the 10th day of October of each year, shall become effective with the first scheduled dues deduction of the coming school year. Dues authorizations filed after the 10th day of October, shall be deducted in 4 (four) equal monthly installments on alternate pay periods after the beginning of the second semester.

(4) The Association shall, on or before the first day of each school year, give written notification to the Superintendent of the amount of it's dues and those of the M.E.A. and the N.E.A. which dues are to be deducated in the coming school year under such dues authorizations, the amounts of deducations for these dues, as per said written notification shall not be subject to change during the entire school year.

(5) For the purposes of this article, the term "School Year" shall include the period beginning with the first Teacher working day of the school in the fall to the last Teacher working day of school in the Spring.

(6) Dues deductions shall be transmitted by the Superintendent to the Baldwin Education Association Treasurer within 5 (five) days after such deductions are made. The Baldwin Education Association shall be responsible for disbursements of M.E.A. and N.E.A. dues paid to it to the Treasures of those organizations.

(7) All refunds claimed for dues of the Baldwin Education Association, M.E.A. or N.E.A., under such dues authorizations shall lie solely with the Association. The Association agrees to reimburse any Teacher

ARTICLE I

RECOGNITION

C. (7) (cont.) for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction.

D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan general laws. The rights granted to Teachers within this contract shall be deemed to be in addition to those provided elsewhere.

ARTICLE II

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 delegate 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 Claus" 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,

B. (1) (cont.) 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 or advisable by the Board.

(4) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.

(5) To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and nonteaching 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 the budget and revenue receipts for the contract year.

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 hereof and in conformance with the constitution and laws of the United States notwithstanding anything in the foregoing agreement to the contrary.



ARTICLE III

PROFESSIONAL STANDARDS

A. (1) In so far as possible, no new Teacher shall be employed by the Board for a regular teaching assignment who does not have a Bachelor's Degree from an accredited college or university, and a provisional or permanent certificate.

(2) The employment of Teachers whose certification is based on the Michigan full year permit should be permitted only in cases of absolute necessity or where the Teacher has outstanding credentials. The Association shall be so notified in each instance. The Board shall indicate the extent to which it has endeavoured to fill the position with a fully certificated person. Persons whose certification is based on the Michigan full-year permit should be employed in a regular full-time position for no more than two consecutive years.

(3) A person with a Bachelor's Degree who is eligible for the Michigan Substitute permit should be employed only in cases of absolute necessity; or where the Teacher has outstanding credentials and the Association has been notified in instance. The Board should indicate the extent to which it has endeavoured to fill the position with a fully certificated person. In this event, such a person should be employed a regular full-time position for no more than two consecutive years.

B. The Board and the Association hereby agree that the Baldwin Community Schools is a equal opportunity employer.

ARTICLE IV

ASSOCIATION AND TEACHER RIGHTS

A. All Teachers shall be entitled to full rights of citizenship. No religious or political activities of any Teacher, or lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such Teacher, As long as the Teacher's behavior is consistent with the Code of Ethics of the education profession and the policies of the Board of Education, the private and personal life of any teacher is not within the appropriate concern or attention of the Board.

B. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher employed by the Board shall have the right freely to organize, join, and support, or refrain from joining and supporting the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection, As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly encourage or 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 lawful activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, under this agreement or otherwise with respect to any terms or conditions of employment.

ARTICLE IV

ASSOCIATION AND TEACHER RIGHTS

C. Any Teacher who is not a member of the Association in good standing or who does not make an application for membership within 30 (thirty) days from the date of commencement of teaching duties, shall as a condition of employment, pay a fee to the Association an amount equal to membership dues payable to the Association, the N.E.A. and the M.E.A. The Teacher must authorize payroll deduction for as provided in paragraph C, Article I, Form No. the Board shall not employ such a Teacher for the ensuing year. The parties expressly recognize that the failure of any Teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

D. The Board recognizes the right of it's Teachers covered by this agreement to invoke the assistance of the State Labor Mediation Board, or as a mediator from such public agency, if an impasse is reached where neither party feels he can reasonably make concessions or counter-proposals during pre-contract negotiations. The Board, as a public employer may also invoke the assistance of the State Labor Mediation Board under the same conditions or impasse.

E. The Association and it's 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 p.m. The Board will do it's best to provide Teachers lounges and bulletin boards in schools wherever it is possible. A Bulletin Board for communication shall be available to Association members in all Teacher lounges.

F. The Board agrees to furnish to the Association in response to reasonable made requests the following information

ARTICLE IV

ASSOCIATION AND TEACHER RIGHTS

F. (cont.) between September 1st and December 31st; prior year's additors report; list of Teachers on contract; steps in salary schedule. Between December 31st and April 30th: (1) Budget to the Allocation Board; (2) Budget made following Allocation Board (June); (3) Budget, the final and officaal budget (October 1st.), Also information which may be necessary for the Association to process any grievance or complaint will be made available at any time.

G. The Board shall seek the advice and support of the Association on any new or modifies fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy which are proposed or under consideration.

ARTICLE V

PROFESSIONAL COMPENSATION

A. The salaries of Teachers covered by this Agreement are set forth in schedule A, attached to and incorporated in this Agreement.

B. Pursuant to the authority set forth in Section 617 of the school code of 1955, as amended, the Board agrees to furnish to all Teachers the following Insurance protection:

1. \$5,000 of Term Life Insurance, carrier to be determined by the Board.
2. Fully paid medical premium for each member of the bargaining unit and his eligible dependents, carrier to be M.E.A. Super Medical Insurance or Blue Cross-Blue Shield. Termination of such premium payments to cofncide with termination of

ARTICLE V

PROFESSIONAL COMPENSATION

B. 2. (cont.) employment. Such payments shall terminate for any employee during such times as he shall engage in professional practices contrary to state law.

C. The Board agrees to take advantage of all 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 need 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 or not brought to their attention.

The salary schedule is based upon a normal weekly teaching load, as may be assigned during the school year of 180 days in session. Compensation for extra duty will be made as provided in Schedule B.

D. Each Teacher will receive \$15 per day for attending workshops on non-school days, week-ends, summer conferences, etc. scheduled by the Board of Education or approved by same but excluding any of the 180 days in session and either pre-school or post school conference days. This provision does not relate or apply to Federal or State programs under categorical aid.

E. Teachers new to the district agree to attend a maximum of three days pre-school preparation and conference, with dates for these conference days to be the preceding Wednesday, Thursday and Friday before the opening date of school. No teacher shall be required to remain more than two days after the close of the regular school year for the purpose of a post-school conference,

ARTICLE V

PROFESSIONAL COMPENSATION

E. (Cont.) records, and reports provided that all final records and reports are completed. The Board reserves the right to withhold final pay of any teacher who does not complete all 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 180 days in session set out in Paragraph C, Article V.

F. Teachers shall be allowed one day for marking records and preparing reports at mid year.

G. The Board agrees to allow a total of five (5) school days per year for each Association representative to prepare for negotiations and to negotiate on behalf of the Association with any representative of the Board. Any additional time necessary to complete negotiations in the interest of the school district may be granted by the Board.

H. Teachers shall receive 10¢ per mile for authorized travel. This shall include travel from one teaching assignment to another teaching assignment<sup>ment</sup> with provisions for the Teacher to return to his base of operation. This shall not mean to include Teachers compensated on extra duty assignments.

ARTICLE VI  
TEACHING HOURS

A. The teacher's normal teaching hours in the Secondary and Elementary schools shall be as follows:

(1) Teachers shall be in the school building to which they are assigned, no later than 30 minutes before their first regularly scheduled class, and at the assigned duty station no later than 15 minutes before the first regularly scheduled class.

(2) Teachers shall leave school no earlier than 30 minutes following the dismissal of students Monday through Friday. Special permission may be granted by an Administrator for leaving early.

B. Teachers shall be given a duty-free, uninterrupted lunch period equal to a regular class hour and in no event less than 20 minutes or the length of the noon hour period as assigned per schedules for students.

C. However, if in the judgment of the building Principal, supervision by members of the teaching staff is needed during anytim of the school day, (whenever such supervision is needed during the lunch hour, no teacher shall have less than 25 minutes continuous lunch period), in the best interest of the children, equal assignment of teachers to such duties shall be made for such length of the school year as is necessary.

D. Except in cases of emergency, there shall be no more than three building staff meetings per month during the months of September and October, and no more than one building staff meeting per month for the months of November through June. Staff meeting shall last no later than 5:00 p.m. unless time is extended

ARTICLE VI

TEACHING HOURS

D. (Cont.) by the consensus of the staff.

ARTICLE VII

TEACHING LOADS & ASSIGNMENTS

A. The overall ratio of pupils to Teachers and other professional staff members of the Secondary Schools shall not exceed 27 to 1. Only a staff member's time actually devoted to duties in the Secondary Schools may be counted in determining the pupil-teacher ratio.

The teaching load shall be such that Teachers have adequate time to perform their duties effectively. A teaching load in excess of seven periods daily for the short period schedule and six periods daily for the lengthened period schedule shall be considered a violation of this criterion.

Each Teacher's schedule shall include at least one period daily, or an equivalent amount of time, for conferences and preparation

Except in certain activity type classes such as typewriting, physical education, and music, the total average pupil load for Teachers within a department shall not exceed 170 pupils per day for the long period nor 180 pupils per day for the short-period day. Where a number of staff members are involved in a cooperative teaching project, the amount of each person's involved time should be counted in computing the individual Teacher's load.

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. In so far as possible,



ARTICLE VII

TEACHING LOADS & ASSIGNMENTS

B. (cont.) newly employed, inexperienced Teachers shall be assigned the lowest class size at their teaching level. When possible, such elementary Teachers shall not be assigned split grades. In so far as possible, newly employed, inexperienced secondary Teachers shall not be assigned more than 4 (four) preparations per school year.

C. All teachers shall be given a written notice of their schedule for the forthcoming year, not later than the first of June. 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 of such change made necessary and consulted by their principal, only in case of extreme emergency between June 1 and August 15.

ARTICLE VIII

TEACHING CONDITIONS

A. The parties recognize that optimum school facilities for both student and Teacher are desirable to insure the high quality of education-- that is the goal of both Teacher and the Board. It is also acknowledged that the primary duty and responsibility of the Teacher is to teach, and that the proper use of school facilities and the organization of the school day should be directed toward 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.

ARTICLE VIII

TEACHING CONDITIONS

B. Because the numbers of students per each teacher is an important aspect of an effective educational program, the parties agree that class sizes shall not exceed the following:

	<u>Optimum</u>	<u>Maximum</u>
Kindergarten	16	25
General Elementary	22	30

In the event the Elementary Schools shall operate as a graded system, the following class sizes shall be in effect:

Kindergarten	16	25
K - 1st Grade Split	16	25
Grade 1 - 2 Split	16	25
Grade 3 through 6	22	30
Grade 3 through 6 Split	18	25

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 "
Drafting	22 "
Home Economics	20 "
Vocal Music	60 "
Band	90 "
Art	20 "

Special Education, Remedial Reading, and other compensatory education programs shall have class sizes determined by State guidelines.

Health Education	15 Pupils
------------------	-----------

ARTICLE VIII

TEACHING CONDITIONS

B. (cont.)

Labs and

Physical Education

Only amount that equipment  
will handle

C. In the event that it is not possible to limit the enrollment of pupils assigned to grades or classes as shown above, a committee will be appointed to review the transfer of students or other methods to handle the excessive loads. The Committee shall be composed of the following:

2 Elementary Teachers  
1 High School Teacher  
1 Junior High School Teacher  
1 Board of Education Member  
School Administrators

B.E.A. should make known to the Superintendent, the names of the Committee members no later than September 10.

D. A physical training period of approximately 30 minutes, twice per week, shall be provided for elementary children in grades one through six. Elementary Teachers may use all time during which their classes are receiving instruction from various teaching specialists, for class preparation.

E. The Board recognizes that children having special physical, mental and emotional problems may require specialized classroom experiences with a Teacher that is qualified to deal with these particular problems. The Board agrees to make every effort to bring about the establishment of programs that will accommodate the children that are identified as having either special physical, mental, or vocational problems.

F. The Board, to assist the Teacher, will cooperate to increase the psychological testing program, to add at least one School

ARTICLE VIII

TEACHING CONDITIONS

F. (cont.) Psychologist to the schools of the district, to employ additional visiting Teachers, and to correlate their activities with the regular classroom activities of the Teachers so as better to meet the needs of special students in the community.

G. The Board recognizes that appropriate texts, library reference materials, maps and globes, laboratory equipment, audio-visual equipment, art supplies, physical education equipment, current periodicals, standardized tests, and questionnaires, and similar materials are the tools of the teaching profession. Further, that efforts shall be continued to seek and use textbooks and supplementary reading materials which contain the contribution of minority groups to the Historical, the Scientific, and Social Development of Mankind.

The Administration and Faculty representatives, meeting as committees will confer from time to time for the purpose of recommending to the Board, the selection of improved educational tools, and the Board will make every effort to include funds for such items in each year's budget. The Board agrees at all times to keep the school reasonably equipped and maintained.

H. Under no conditions shall a teacher be required to drive a school bus as a part of his regular assignments, but any teacher may apply for a bus driving position.

ARTICLE VIII  
TEACHING CONDITIONS

I. . In so far as possible, the Board shall make available in each school, private lavatory and rest room facilities exclusively for Teacher use and a lounge for the high school. A Teacher's lounge shall be established in the elementary school in some existing space. Smoking shall be permitted in any Teacher's lounge.

J. . 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.

K. . The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applies 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. Membership in the Association shall not be denied to any Teacher because of race, creed, sex, marital status, or national origin. The Board and the Association pledge themselves to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, or national origin and to seek to achieve full equality of educational opportunity to all pupils.

L. . At the request of the Association, one vending machine

ARTICLE VIII

TEACHING CONDITIONS

L. . (cont.) for soft drinks may be installed in any Teacher's lounge, provided there be no cost to the school district for this installation.

M. . 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 IX

TRANSFERS & VACANCIES

A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of it's Teachers. Requests by a Teacher for transfer to a different class, building, or position shall be made in writing, on forms furnished by the Board, one copy of which shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.

B. Whenever there is an opening or a vacancy in any position in the district, the Board shall make this information available to the existing teaching staff by posting a notice of the vacancy or opening, in writing on the bulletin board of the Board of Education offices, and all Teacher lounges on the same day. A notice of this posting must occur for no less than two (2) weeks prior to filling the position, and should also appear in all administrative bulletins. Applications for such an opening or

ARTICLE IX  
TRANSFERS & VACANCIES

B. (cont.) 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.

C. 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.

D. Any Teacher who shall be transferred to 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.

ARTICLE X  
LEAVE PAY

A. At the beginning of each school year, each tenure Teacher shall be credited with a 10-day sick leave allowance and each Second and Third-Year Probationary Teacher shall be credited with five (5) days sick leave allowance, the remaining five (5) days to be earned. These sick leave days are to be used for absence caused by illness or physical disability of the Teacher. The unused portion of such allowance shall accumulate from year to year without limitation. At the beginning of each school year, the Board shall furnish a written statement to each returning teacher

ARTICLE X

LEAVE PAY

A. (Cont.) setting forth the total of sick leave credit.

B. One (1) day sick leave will be earned for each eighteen (18) days of service or a major portion thereof, by Teachers new to the system.

C. Teachers new to the system will be entitled to receive credit for sick leave only for the number of days earned.

D. At the beginning of each school year, each Teacher shall contribute one day of the foregoing sick leave allowance to an annual terminating common bank to be administered by the Association. Teachers who have exhausted their accumulated personal sick leave allowance may make reasonable withdrawals from the annual bank, as determined by the Board with final approval of the Association, provided that there are sufficient days available in the bank. These borrowed days must be paid back to the bank before the Teacher will have any credit balance the following year. Any balance at the end of the year will be equally divided among the contributors.

E. At the beginning of every school year, each Teacher shall be credited with four (4) days to be used for the Teacher's personal business, not cumulative.

A

Teacher planning to use a personal leave day or days shall notify his principal at least one day in advance, except in cases of emergency.

The Teacher may be asked to explain the reason for any personal leave requested for a school day immediately before or after a holiday, weekend, or vacation period, and reasonable restrictions may be imposed on personal leaves on such days.



ARTICLE XI

LEAVES OF ABSENCE.

A. Any Teacher whose personal illness extends beyond the period compensated under Article X will be granted a leave of absence upon written request to the Board of Education. Such leave may be up to one full year with out pay, subject to extension for one additional full year. 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 the examination.

B. Leaves of absence with pay chargeable 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 (5) 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 as a witness in a suit not involving himself.
- (3) A maximum of three (3) days for a death in the immediate family. Up to two (2) additional days may be granted and chargeable against the Teachers accumulated sick leave or business days.

ARTICLE XI

LEAVES OF ABSENCE

C. (cont.)

- (4) Up to two (2) 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) Time required for selective service physical examination.
- (6) 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 by the Board for any of the following upon written request by the Teacher. Such Teacher shall be placed in the same position under the conditions of sick leave as in Article XI, paragraph A:

- (1) Study related to Teacher's licensed field (Sabbatical Leave for one year)
- (2) Study to meet eligibility requirements for a license in education in a field other than that held by the 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 (6th) 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 according to Act 145, 1943, of the General School Laws of the State of Michigan.

MILITARY SERVICE - Re-employment of Teachers, Act 145, 1943, p.186 eff. July 30.

388.421 Re-employment of School Teachers honorably discharged from Military Service:

Section 1 Any Teacher who has left or leaves a teaching position

ARTICLE XI

LEAVES OF ABSENCE

388.421 Re-employment of School Teachers honorable discharged FROM Military Service: (cont.)

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

388.422 Restored without loss of status or seniority: Participation in benefits:

Section 2 Any teacher who is restored to a position in accordance with the provisions of this act shall be considered as having been on leave of absence during his period of training and service in the military forces of the United States, shall be restored without loss of status or seniority, shall be entitled to participate in any benefits under the established rules and regulations of the school district and shall not be discharged from such a position without cause within one (1) year after such restoration.

ARTICLE XII

INSURANCE PROTECTION

A. The Board will provide Workmen's Compensation Insurance as required by law.

ARTICLE XIII

TEACHER EVALUATION

A. Evaluations shall be by personal observation in a classroom as well as a teacher's professional conduct during the school day, conducted by a Superintendent, qualified building Principal, Head Teacher, or other fulltime Administrator possessing a Master's Degree and three (3) years successful teaching experience at the Teacher's level of performance.

B. Communication will be encouraged between the Administration and staff. Personal conferences will be held at any time at the

ARTICLE XIII  
TEACHER EVALUATION

B. (cont.) request of either party.

C. All Teacher evaluations are to be put into writing. Two copies of each evaluation to be kept by the Administration, and a carbon copy to be given to the Teacher for his personal records. All evaluations shall be treated by all parties as confidential information.

D. 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 XIV  
PROTECTION OF TEACHERS

A. Before the Board makes any necessary reduction in personnel, it will first confer with the Association regarding the effects of such reduction. This will include, but not be limited to, such problems as the criteria used for the determination as to who will be discharged or laid off and the re-employment rights of such persons.

B. The Board recognizes the responsibility of giving support and assistance 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

ARTICLE XIV

PROTECTION OF TEACHERS

B. (cont.) 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.

C. If any Teacher is complained against in writing by a parent, the Teacher shall be promptly notified.

No action shall be taken upon any complaint by a parent of a student directed toward a Teacher, nor shall any notice thereof be included in said Teacher's personnel file unless such matter is promptly reported in writing by the administration to the Teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified.

D. 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 negligence.

E. 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 XV

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

ARTICLE XV

MISCELLANEOUS PROVISIONS

A. (cont.) result in improved curriculum shall be given careful consideration, BUT, these committees are advisory in nature only.

B. The Board may request from time to time, members of the administration and members of the Association to study any problem as the Board deem necessary.

C. Any recommendations made to the Board shall be implmented only after a final decision by the Board or administration.

D. The Association recognizes that there usually exists a need for professional imporvement through the use of local work-shops making full use of all available resource people which may be provided. Member 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 or working with children in the school district or other problems of common interest to Teachers and administrators.

E. Notification in the Event Of Teacher Absence:

(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 preeceding evening or before, notification shall be given at that time. In no event shall notification be given later than 7:00 a.m. 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

ARTICLE XV

MISCELLANEOUS PROVISIONS

E. (2) (cont.)  
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.

F. Copies of this Agreement shall be printed at the expense of the Board and presented to all Teachers now employed or hereafter employed by the Board.

G. If any provision of this Agreement or any application for 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.

H. The Agreement shall not be in effect until approved as to form and content by the Association and the Board of Education.

I. The Board recognized that the \*Code of Ethics of the education profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall accept responsibility to deal with ethical problems in accordance with the terms of such Code of Ethics of the educational profession.

The Association recognizes that abuses of sick leave or other leaves, chronic tardiness, or absence, willful deficiencies in professional performance, or other violations of discipline by a Teacher, reflect adversely upon the teaching profession and create undesirable conditions in the school building.

MICHIGAN EDUCATION ASSOCIATION

CODE OF ETHICS

OF THE EDUCATION PROFESSION

PREAMBLE:

The educator believes in the worth and dignity of man. He recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of democratic citizenship. He regards as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts his responsibility to practice his profession according to the highest ethical standards.

The educator recognizes the magnitude of the responsibility he has accepted in choosing a career in education, and engages himself individually and collectively with other educators, to judge his colleagues, and to be judged by them, in accordance with the provisions of this code.

PRINCIPLE I

Commitment to the Student: The educator measures his success by the progress of each student toward realization of his potential as a worthy and effective citizen. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals. In fulfilling this obligation to the student, the educator - - -

1. Shall not without just cause restrain the student from independent action in his pursuit of learning, and shall not without just cause deny the student access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which he bears responsibility.
3. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
4. Shall conduct professional business in such a way that he does not expose the student to unnecessary embarrassment or disparagement.
5. Shall not on the ground of race, color, creed, or national origin exclude any student from participation in or deny him benefits under any program, nor grant any discriminatory consideration or advantage.
6. Shall not use professional relationships with students for private advantage.
7. Shall keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.



CODE OF ETHICS OF THE EDUCATION PROFESSION - 2

8. Shall not tutor for remuneration students assigned to his classes, no other qualified teacher is reasonably available.

PRINCIPLE II

Commitment to the Public: The educator believes that patriotism in its highest form requires dedication to the principles of our democratic heritage. He shares with all other citizenship responsibility for the development of policy relating to the extension of educational opportunities for all and for interpreting educational programs and policies to the public. In fulfilling his obligation to the public, the educator - - -

1. Shall not misrepresent an institution or organization with which he is affiliated, and shall take adequate precautions to distinguish between his personal and institutional or organizational views.

2. Shall not knowingly distort or misrepresent the facts concerning educational matters in direct and direct public expressions.

3. Shall not interfere with a colleague's exercise of political candidates or partisan political activities.

4. Shall not use institutional privileges for private gain or to promote political candidates or partisan political activities.

5. Shall accept no gratuities, gifts or favors that might impair or appear to impair professional judgement, nor offer any favor, service, or thing of value to obtain special advantage.

PRINCIPLE III

Commitment to the Profession: The educator believes that the quality of the services of the education profession directly influences the nation and its citizens. He therefore exerts every effort to raise professional standards, to improve his service, to promote a climate in which the exercise of professional judgement is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. Aware of the value of united effort, he contributes actively to the support, planning, and programs of professional organizations. In fulfilling his obligation to the profession, the educator - - -

1. Shall not discriminate on grounds of race, color, creed, or national origin for membership in professional organizations, not interfere with the free participation of colleagues in the affairs of their association.

2. Shall accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.

CODE OF ETHICS OF THE EDUCATION PROFESSION - 3

3. Shall not use coercive means or promise special treatment in order to influence professional decisions of colleagues.
4. Shall with hold and safeguard information acquired about colleagues in the course of employment, unless disclosure serves professional purposes.
5. Shall not refuse to participate in a professional inquiry when requested by an appropriate professional association.
6. Shall provide upon the request of the aggrieved party a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
7. Shall not misrepresent his professional qualifications.
8. Shall not knowingly distort evaluations of colleagues.

PRINCIPLE IV

Commitment to Professional Employment Practices: The educator regards the employment agreement as a pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. He believes that sound professional personnel relationships with the governing boards are built upon personal integrity, dignity, and mutual respect. The educator discourages the practice of his professional employment practices, the educator - - -

1. Shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.
2. Shall apply for a specific position only when it is known to be vacant, and shall refrain from underbidding or commenting adversely about other candidates.
3. Shall not knowingly with hold information regarding a position from an applicant, or misrepresent an assignment of conditions of employment.
4. Shall give prompt notice of the employing agency of any change in availability of service, and employing agent shall give prompt notice of change in availability or nature of a position
5. Shall not accept a position when so requested by the appropriate professional organization.
6. Shall adhere to the terms of a contract or appointment unless these terms have been legally terminated, falsely represented, or substantially altered by unilateral action of the employing agency.

(PRINCIPLE IV cont.)

7. Shall conduct professional business through channels when available, that have been jointly approved by the professional organization and the employing agency.
8. Shall not delegate assigned tasks to unqualified personnel.
9. Shall permit no commercial exploitation of his professional position.
10. Shall use time granted for the purpose for which it is intended.

VIOLATIONS OF THE CODE OF ETHICS

In order to maintain high standards of professional conduct and the membership of the Michigan Education Association has established procedures for enforcement of the Code of Ethics of the Education Profession. Such procedures are set forth in the Rules of the MEA Board of Reference. According to these Rules, when a complaint is brought against a member of the Michigan Education Association, the following steps must be fulfilled:

1. A complaint describing unethical conduct must be presented in writing, through the District President, to the District Ethics Committee.
2. The complaint must include a description of the incidents alleged to be violations of the Code and the dates of these incidents.
3. The complaint must be signed by the person filing the complaint. When the complaint is filed by an executive committee or a group, the chairman shall sign for the group.
4. The complaint must refer to the principles and sections of the Code of Ethics alleged to have been violated and the violation must be logically tied to the sections noted.

Before a complaint is brought against a member every effort should be made to resolve the conflict. Hearings pertaining to violations will take place under the Rules of the Board of Reference after such counseling attempts have failed to resolve the problem.

ARTICLE XV

MISCELLANEOUS PROVISIONS

I. (Cont.) The Board, in recognition of the concept of progressive correction, shall notify the Teacher in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction.

Alleged breaches of the Master Agreement shall be promptly reported in writing to the Association and the Teacher by an Administrator within five (5) school days of alleged breach. The Association will use it's best efforts to correct such breaches, and, in appropriate cases, may institute proceedings against the offending Teacher. The Association shall submit a written report of action taken within ten (10) school days of being notified of such alleged breaches. One copy of the report to the Administration, and one copy of the report to the Teacher.

J. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with it's terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual Teacher contracts heretofore in effect. All 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 XVI

NEGOTIATION PROCEDURES

A. A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements

ARTICLE XVI

NEGOTIATION PROCEDURES

A. (cont.) arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject matter not specifically referred to or covered in this Agreement or with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subjects or matters may have not been within the knowledge or contemplation of either of the parties at the time they negotiated or signed this Agreement.

B. The Association shall submit to the Board, a letter opening negotiation at least ninety (90) days prior to the expiration of this Agreement. The parties will set a date to begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of Teachers employed by the Board. Both parties shall submit at the first meeting, a list of items to be negotiated for that year. At a second meeting, both parties must present a total proposal. No further proposals (Only revisions of the original proposal) shall be considered for that year.

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 representative from within or outside the school district. It is recognized that no final Agreement

ARTICLE XVI

NEGOTIATION PROCEDURES

C. (cont.) between the parties may be executed without ratification 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 refection.

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 XVII

PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURE

A. (1) A "grievance" shall mean a signed statement, by a Teacher, or Teachers, in the negotiating unit that there has been a violation, a misinterpretation, or inequitable application of any of the provisions of this Agreement, and the policies of the Board of Education.

(2) An "aggrieved person" is a Teacher or a group of Teachers asserting a grievance.

(3) A "party of interest" is an employee who might be required to take action or against whom action might be taken in order to resolve a grievance.

(4) "Days" shall mean working school days

B. (1) Good morale is maintained, as problems arise, by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure, at the nearest administrative level,

ARTICLE XVII

PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURE

B. (1)(cont.) equitable solutions to the problems which may, from time to time, arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

(2) Nothing contained herein will be construed as limiting the right of any Teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted, provided the adjustment is consistent with the terms of this Agreement. The Association shall have the opportunity to be present and to state its views at any level in the formal grievance procedure.

C. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement.

If a grievance is filed which might not be finally resolved at Level III, under the time limits set forth herein prior to the end of the school year, and which if left unresolved until the beginning of the following school year could result in irreparable harm to a party or parties in interest, the time limits set forth herein will be reduced so that the grievance procedure may be concluded prior to the end of the school year.

D. Informal Procedure: Any complaint shall be processed only through the informal procedure. A written reply by the Principal shall finalize the complaint. If a Teacher feels that he has a grievance, he may first discuss the matter with his principal or other appropriate administrator, in an effort to resolve the problem informally.

ARTICLE XVII

PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURE

D. (cont.)

The Teacher may:

- (1) Discuss the alleged grievance personally - OR
- (2) Request that the Association's representative accompany him and request that he act on the Teacher's behalf.

E. Formal Procedure:

Level I - School Principal

(a) If an aggrieved person is not satisfied with the outcome of the informal procedure, or if he has not elected to utilize it, he may present his alleged grievance formally in writing to his principal or other appropriate administrator.

(b) The aggrieved person or the principal may request a conference prior to the rendering of the decision. The Teacher may:

- (1) Discuss the alleged grievance personally, OR
- (2) Request that the Association's representative accompany him and request that he act on the Teacher's behalf.

(c) The principal or other appropriate administrator, within five (5) days after receipt of the alleged grievance or after the personal conference, shall render a written decision to the aggrieved person with a copy to the Association representative.

Level II - Superintendent of Schools: (Time limit to appeal to

Level II: three (3) days)

(a) If an aggrieved person is not satisfied with the decision concerning his alleged grievance at Level I, he may, within three (3) days after the decision is rendered, or within eight (8) days after his formal presentation, file his alleged grievance with the Association. If the Association decides, either that the alleged grievance lacks merit, or that the decision at Level I



ARTICLE XVII

PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURE

E. Formal Procedure: cont.

(b) (cont.) is in the best interest of the school system, it shall send written notification to the Teacher and the representative of the Association. If the Association decides that the alleged grievance has merit and the decision at Level I is not acceptable, it shall within five (5) days after receipt, refer such grievance in writing to the Superintendent of Schools.

(c) The Superintendent of Schools within five (5) days from the receipt of the written grievance shall designate three persons, who may include himself, to meet with the aggrieved person and representatives of the Association for the purpose of resolving the grievance. The Principal or appropriate administrator who was involved at Level I shall be notified and shall have the option of attending the meeting. This committee shall reach a decision within ten (10) days of the time of appointment.

The Superintendent shall, within five (5) days after this meeting, render his decision in writing to the aggrieved person, the Principal or appropriate administrator, and the Association.

Level III: - The Board of Education

Time limit to appeal to Level III ---3 days

(a) If an aggrieved person is not satisfied with the decision concerning his alleged grievance at Level II, he may, within three (3) school days after the decision is rendered, or within forty-three (43) days of his formal presentation at Level II, file his alleged grievance with the Association.

(b) The Association shall, within five (5) days, make a judgment on the merits of the alleged grievance. If the Association decides, either that the alleged grievance lacks merit, or that the decision at Level II is in the best interest of the school

ARTICLE XVII

PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURE

(b) (cont.) system, it shall send written notification to the Teacher and the representative of the Association. If the Association decides that the alleged grievance has merit and the decision at Level II is not acceptable, it shall, within five (5) days after receipt, refer such grievance in writing to the Board of Education.

(c) The President of the Board shall place the grievance on the agenda of the next regularly scheduled Board meeting if such meeting is to take place within fifteen (15) days of the time the grievance was received. OR, if no meeting is scheduled within the sforesaid fifteen (15) days, the President shall call a special meeting of the Board of Education for the purpose of considering the alleged grievance. The grievance shall be heard in Executive Session. The Board shall reach a decision within five (5) days of the time of the meeting.

Level IV - Impartial Arbitration: (Time limit to appeal to Level IV - 3 days)

(a) If the aggrieved person is not satisfied with the disposition of his grievance at Level III, hemmay within three (3) days after the decision is rendered or within ten (10) days after the meeting with the Board of Education, request in writing to the President of the Association that his grievance be submitted to arbitration. The President shall immediately refer the request to the Professional Rights and Responsibilities Committee of the Association. (herinafter referred to the PR & R)

ARTICLE XVII

PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURES

(B. cont.)

(b) The PR & R Committee shall, within five (5) days, make a judgement on the merits of the alleged grievance. If the PR & R Committee decides, either that the alleged grievance has merit and the decision at Level II is not acceptable, it shall, within five (5) days after receipt, request the Association to submit the grievance to arbitration.

(c) If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties agree as to the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

(d) All costs for the services of the arbitrator shall be shared equally by the Board and the Association.

(e) All Sessions held in connection with the processing of grievances including arbitration shall be in closed session and no new releases shall be made concerning the progress of the hearings.

ARTICLE XVII

PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURE  
*Other Considerations*

A. (1) Reprisals shall not be taken against any Teacher, any party in interest, any Association representative or any other participant in the grievance procedure by reason of such participation.

(2) Any party in interest may be represented at any level of the formal grievance procedure by a person, or persons, of his own choosing. When a Teacher is not represented by the Association, the Association shall have the right to be present and to state its views at any level of the formal grievance procedure.

B. (1) If a grievance affects a group of Teachers from more than one school, the Association may submit such grievance in writing directly to the Superintendent's office, and the processing of such grievances may be commenced at Level II. The Association may process such a grievance even though the aggrieved persons do not wish to do so.

(2) Decisions rendered at Level II of the grievance procedure will be in writing setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level III will be in accordance with the procedures set forth heretofore.

(3) All written and printed matter dealing with the processing of a grievance will be filed separately from the central office personnel files of the participants.

(4) The Board and the Association agrees to make available to each other and to the aggrieved person and his representative, all pertinent information not privileged under law in its possession or control and which is relevant to the issue raised by the grievance.

ARTICLE XVII

PROFESSIONAL GRIEVANCE NEGOTIATING PROCEDURES

B. (cont.)

(5) When it is necessary at Level II or Level III for a representative, or representatives, designated by the Association, to attend a meeting or a hearing called by the Superintendent or his designee during the school day, the Superintendent's office shall notify the principal of such Association representatives, and they shall be released without loss of pay or sick leave or personal business days for such time as their attendance is required at such meeting or hearing. The cost of substitutes will be shared equally by the Board and the Association.

(6) No grievance shall be recognized by the Board or the Association unless it shall have been presented to the appropriate level within ten (10) school days after the aggrieved person knew, or should have known, of the act or condition on which the grievance is based. If not so presented, the grievance shall be considered as waived, provided that no grievance shall be recognized at Level II unless it shall have been filed with the Superintendent's office within at least twenty-three (23) school days after the act or condition upon which it is based occurred.

C. A grievance may be withdrawn at any level without prejudice or record, and cannot be re-opened.

D. Failure by the aggrieved person at any level to appeal a grievance to the next level within the specified time limits herein shall be deemed to be acceptance of the decision rendered at that level.

ARTICLE XVIII

RETIREMENT PROCEDURE

A. A Teacher who has reached legal compulsory retirement age or will reach such age during the course of the school year shall be so notified, in writing, no later than the end of the third week after school begins in September.

B. A Teacher who is so notified and has reached or will reach age sixty-five (65) by the end of the school year shall be permitted to request an extension of the retirement age to sixty-eight (68) on a year to year basis. Such request shall be on or before November 1 of the school year.

C. The Teacher shall be notified in writing within 30 days of his request as to whether or not the request will be granted.

D. If the request is granted, it will be dependant upon the Teacher passing a complete physical examination from his or her physician at their personal expense.

E. The Teacher would then be recommended to the Board of Education for continued employment for the ensuing school year.

ARTICLE XIX

DURATION OF AGREEMENT

This AGREEMENT shall become effective on September 1, 1970,  
and shall continue in effect for two (2) years until the  
31st day of August, 1972.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR  
HANDS AND SEALS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1970

BOARD OF EDUCATION:

BALDWIN EDUCATION ASSOCIATION:

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

BALDWIN COMMUNITY SCHOOLS

REQUEST FOR SETTLEMENT OF GRIEVANCE - LEVEL I  
(To be completed by aggrieved person)

Date of Presentation to Principal \_\_\_\_\_

Name of Aggrieved Person \_\_\_\_\_

Home Address \_\_\_\_\_

School \_\_\_\_\_ Subject Area \_\_\_\_\_

Principal \_\_\_\_\_

B.E.A. Representative: \_\_\_\_\_

Date and time of Grievance: \_\_\_\_\_

Nature of Grievance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Settlement Requested: \_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed \_\_\_\_\_  
(Aggrieved Person)

- Copy 1 - Building Principal
- Copy 2 - Superintendent
- Copy 3 - Employee
- Copy 4 - Association President



BALDWIN COMMUNITY SCHOOLS  
REPLY TO GRIEVANCE - LEVEL I

Date Reply Sent to Aggrieved Person \_\_\_\_\_

Name of Aggrieved Person \_\_\_\_\_

Home Address \_\_\_\_\_

School \_\_\_\_\_ Subject Area \_\_\_\_\_

Date of Presentation of Grievance to Principal \_\_\_\_\_

Reply of Principal with Rationale: \_\_\_\_\_

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Signed: \_\_\_\_\_  
(Principal)

- Copy 1 - Superintendent
- Copy 2 - Employee
- Copy 3 - Association President

REPLY TO GRIEVANCE - LEVEL II

Date Reply of Superintendent Sent to Aggrieved Person \_\_\_\_\_

Name of Aggrieved Person \_\_\_\_\_

Home Address \_\_\_\_\_

School \_\_\_\_\_ Subject Area \_\_\_\_\_

Date of Submission of Grievance to Superintendent \_\_\_\_\_

Recommendation of Advisory Committee \_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed \_\_\_\_\_  
(Members of Advisory Committee)

Decision of Superintendent \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signed \_\_\_\_\_  
(Superintendent)

- Copy 1 - Employee
- Copy 2 - Principal
- Copy 3 - Association President
- Copy 4 - Superintendent

BALDWIN COMMUNITY SCHOOLS

REQUEST FOR SETTLEMENT OF GRIEVANCE - LEVEL III

(Copies of all previous Requests for Settlement and Replies must be attached.)

Date of Submission to Board President \_\_\_\_\_

Name of Aggrieved Person \_\_\_\_\_

Home Address \_\_\_\_\_

School \_\_\_\_\_ Subject Area \_\_\_\_\_

Date of Reply of Superintendent to Level II Grievance \_\_\_\_\_

State Reason for Submission of Grievance to Level III \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Settlement requested: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Comments from Association: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_  
(Association President)

Signed: \_\_\_\_\_  
(Aggrieved Person)

- Copy 1 - Board of Education
- Copy 2 - Superintendent
- Copy 3 - Employee
- Copy 4 - Association President
- Copy 5 - Principal

BALDWIN COUNTY SCHOOLS

REQUEST FOR SETTLEMENT OF GRIEVANCE - LEVEL II

(Copies of Request for Settlement of Grievance - Level I, and Reply must be Attached to this form -- unless the Grievance was initiated at Level II)

Date of Presentation to Superintendent \_\_\_\_\_

Time and Date of Grievance: \_\_\_\_\_

Name of Aggrieved Person \_\_\_\_\_

Home Address \_\_\_\_\_

School \_\_\_\_\_ Subject Area \_\_\_\_\_

Date of Reply to Level I Grievance \_\_\_\_\_

State Reasons for Submission of Grievance to Level II: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Settlement Requested: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Comments From Association: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_  
(Association President)

Signed: \_\_\_\_\_  
(Aggrieved Person)

- Copy 1 - Superintendent
- Copy 2 - Principal
- Copy 3 - Association President
- Copy 4 - Employee

BALDWIN COMMUNITY SCHOOLS  
REPLY TO GRIEVANCE - LEVEL III

Date Reply of Board President to Aggrieved Person \_\_\_\_\_

NAME OF AGGRIEVED PERSON \_\_\_\_\_

Home Address \_\_\_\_\_

School \_\_\_\_\_ Subject Area \_\_\_\_\_

Date of Request for Settlement of Grievance - Level III \_\_\_\_\_

Decision of the Board of Education \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed \_\_\_\_\_  
President of the Board

- Copy 1 - Employee
- Copy 2 - Superintendent
- Copy 3 - Principal
- Copy 4 - Association President
- Copy 5 - Board of Education

BALDWIN COMMUNITY SCHOOLS

WITHDRAWAL OF GRIEVANCE

(This form to be directed to the present Level of Grievance)

Date of Withdrawal \_\_\_\_\_

Name of Aggrieved Person \_\_\_\_\_

Home Address \_\_\_\_\_

School \_\_\_\_\_ Subject Area \_\_\_\_\_

Present Level of Grievance (Circle one)      I    II    III

Date on which Grievance was Submitted at this Level \_\_\_\_\_

Brief Description of Nature of Grievance \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REQUEST FOR WITHDRAWAL

I hereby request that the above Grievance be withdrawn from further consideration without prejudice or record. I acknowledge that I may not re-open this grievance.

Signed \_\_\_\_\_

Aggrieved Person

- Copy 1 - Principal - Level I
- Copy 2 - Superintendent - Level II
- Copy 3 - Employee
- Copy 4 - Association President
- Copy 5 - Board President - Level III

SALARY SCHEDULE 1971-72

STEP	BA	B+6	BA+12	BA+18	BA+24	MA	MA+10	MA+20	MA+30
0	7000	7060	7120	7180	7240	7400	7550	7700	7900
1	7245	7305	7365	7425	7485	7645	7795	7945	8145
2	7490	7550	7610	7670	7730	7890	8040	8190	8390
3	7735	7795	7855	7915	7975	8135	8285	8435	8635
4	7980	8040	8100	8160	8220	8380	8530	8680	8880
5	8225	8285	8345	8405	8465	8625	8775	8925	9125
6	8470	8530	8590	8650	8710	8870	9020	9170	9370
7	8715	8775	8835	8895	8955	9115	9265	9415	9615
8	8960	9020	9080	9140	9200	9360	9510	9660	9860
9	9205	9265	9325	9385	9445	9605	9755	9905	10,105
10	9450	9510	9570	9630	9690	9850	10,000	10,150	10,350

% Inc. 3 1/2 % across the board

SALARY SCHEDULE 1971-72

STEP	BA	B+6	BA+12	BA+18	BA+24	MA	MA+10	MA+20	MA+30
0	7500	7560	7620	7680	7740	8000	8150	8300	8500
1	7822	7882	7942	8002	8062	8360	8510	8660	8860
2	8144	8204	8264	8324	8384	8720	8870	9020	9220
3	8466	8526	8586	8646	8706	9080	9230	9380	9580
4	8788	8848	8908	8968	9028	9440	9590	9740	9940
5	9110	9170	9230	9290	9350	9800	9950	10,100	10,300
6	9433	9492	9552	9612	9675	10,160	10,310	10,460	10,660
7	9754	9814	9874	9934	9994	10,520	10,670	10,820	11,020
8	10,076	10,136	10,196	10,256	10,316	10,880	11,030	11,180	11,380
9	10,398	10,458	10,518	10,578	10,638	11,240	11,390	11,540	11,740
10	10,720	10,780	10,840	10,900	10,960	11,600	11,750	11,900	12,100

% Inc. BA = 4.3% MA = 4.8%

NOTE: Numbers over BA and MA are points - not semester hours.

EXTRA PAY FOR EXTRA DUTIES:

<u>% of Base</u>	<u>Extra Duty</u>
* 10	Athletic Director
* 12	Head Basketball
* 10	Head Football
* 7	Baseball
* 7	Track
* 7	Assistant Football
* 10	J-V Basketball
X 6	J-V Football
X 5	J-V Sports
X 5	Girls Basketball
X 4	Elementary Sports
X 5	Intramural Sports
X 5	Freshman Basketball
X 4	Golf
* 6	Cheerlead Coach
A 1	Pep Club Sponsor
A 8	Student Council H/School
A 3	Student Council Jr. Hi.
A 5	Yearbook - or - Newspaper
* 10	Band Director
A 2	Play Director
A 2	Science Fair
* 1	Sr. Class Sponsor
* 1	Jr. Class Sponsor
* 3/5	Sophomore Sponsor
* 3/5	Freshman Sponsor

Notes:

\*Indicates positions that will be filled in 1970-71 school year.

A-Indicates what the Board & BEA Negotiation members felt should be added if possible

X-Indicates Sports that could come under the Community School Program.



PROFESSIONAL GROWTH SCHEDULE -

1. College Courses - 3 quarters or 2 semester hours = 2 points

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2. Summer Trips (some relation to area of assignment)  
(not shorter than 4 weeks)  
(written report on form provided)  
(A-V materials)  
= 1 point per trip with a max. of 5 points

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3. Curriculum Committee - 1 point per year with no limit  
Evaluation Committee to study participation of  
each member on committee. Each member would re-  
ceive the same number of points - rotating the  
chairmanship.

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4. District Sponsored In-Service Non-Credit Courses  
  
e.g. 2-week workshop on use of video tape recorder  
as a means of professional self-improvement.  
1 to 2 points with a max of 5 points

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5. Publication in Professional Journal = 1 to 2 points  
max of 4 points

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6. Research or Teaching Experiment. Would not apply if used  
with No. 1 and college credit was received.  
Research could be done during the summer  
1 to 2 points with a max of 4 points.

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7. Officer in Professional Organization - must be in a  
Regional, State, or National professional organiza-  
tion. 1 point each year - max 4 points

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8. Community Service: non-paid services such as: public  
speaking, service club officer, or actual participa-  
tion in local activities. 1 to 3 points per year  
no limit

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All of the above categories, except #1 subject to approval from  
the building principal prior to the particular activity, and  
evaluated for point value by the Evaluation Committee afterwards.

PROFESSIONAL GROWTH SCHEDULE - Continued

No more than 12 points can be used other than college courses between BA and MA. No more than 5 points between MA and MA plus 20. No more than 10 points between an MA and MA plus 30.

EVALUATION COMMITTEE:-- to consist of:

Elementary Teacher - selected by the Elementary Teachers  
Jr. High Teacher - selected by the Jr. High Teachers  
Sr. High Teacher - selected by the Sr. High Teachers  
A Principal, A Board Member. The Superintendent to be an ex-officio member of this committee to act as Chairman without a vote.

ADDENDUM TO SALARY SCHEDULE:

1. Dates for reporting Graduate work completed:  
January 15, and September 15
2. Transfer of outside experience:  
Up to 6 years credit for teaching experience outside of the school district.
3. Up to 2 years credit for Military Service Active Duty
4. Up to 2 years credit for service in the Peace Corps or Vista
5. Entire maximum accumulation of credit -- 6 years.
6. Any additional compensation allowed to teachers in 1969-70 shall continue in the same manner during the life of this agreement.