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BALDWIN COMMUNITY SCHOOLS BOARD OF EDUCATION

and

BALDWIN EDUCATION ASSOCIATION

MASTER CONTRACT

1969-1970

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Withdrawal of Grievance

RECEIVED

APR 14 1970

OFFICE OF  
PROFESSIONAL NEGOTIATIONS

MEA  
1216 Kendall  
E. Lansing, MI  
48823

Baldwin Community Schools Board of Education



THIS AGREEMENT entered into this            day of            1969 by and between the Board of Education of the city of Baldwin, Michigan, hereinafter called the "Board" and the Baldwin 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 auxillary 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 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. 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 above stated organizations shall be deducted, in 4 (four) equal monthly installments beginning

Form No. \_\_\_\_\_

BALDWIN COMMUNITY SCHOOLS

DEDUCTION OF EDUCATION ASSOCIATION DUES

On this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_,

I, \_\_\_\_\_  
(Name of Teacher or 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 of my employment - beginning \_\_\_\_\_ (date of paycheck to be deducted) as specified in the Master Contract Agreement of 1969-70;

\$ \_\_\_\_\_ 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

C. (2) (cont.) with the second pay period in September and from the second pay in each of the ensuing three months.

(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, 1969, 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 deducted in the coming school year under such dues authorizations, the amounts of deductions 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, and the activities of its employees.



ARTICLE II

BOARD'S RIGHTS CLAUSE

B. Board's Rights Clause - cont.

(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 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 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 are 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.

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)

ARTICLE IV

ARTICLE IV

ASSOCIATION AND TEACHER RIGHTS

C. (cont.) 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.

C. 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 reasonable make concessions or counter-proposals during pre-contract negotiations. The Baard, 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 10:00p.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 between September 1st and December 31st; prior year's auditors 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);



#### ARTICLE IV

##### ASSOCIATION AND TEACHER RIGHTS

F. (cont.) (3) Budget, the final and official 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, which is attached to and incorporated in this Agreement. Such salary shall remain in effect only until additional funds, which can be lawfully used for the improvement of Teachers salaries are received by the Board. Negotiations may be reopened at any time by the Association when additional funds are obtained either by special millage election or from any other source.

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.
- and
2. Up to a maximum of \$12.00 per month for 12 months to be applied to Health Insurance for each member of the bargaining unity and his eligible dependents, carrier to be determined by the Teacher.

## ARTICLE IV

### PROFESSIONAL COMPENSATION

(continued)

OR

3. Employees not wishing health care protection may apply an equivalent amount to provide MESSA/DCI Dental Services Plan for all members of the bargaining unit and their eligible dependents.

B. 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.

C. 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.

D. Teachers new to the district 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. All 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.



ARTICLE V

PROFESSIONAL COMPENSATION

D. (cont.) Such conference days are in excess of the 180 days in session set out in Paragraph B, Article V.

E. Teachers shall be allowed one day for marking records and preparing reports at mid year, arranged on a staggered basis so that school remains in session and the day may be counted as one of the 180 required days in session.

F. M.E.A. days are October 23 and 24, 1969. Teachers have a choice of going to conference; no days; one day; or two days; --provided a majority of the Teachers vote to go and the Teachers through their representatives inform the school Board not later than October 10, 1969 of the intention of attending so that the Board of Education may close the schools on either October 23, or October 24, OR October 23 & 24; OR neither October 23 or October 24 according to Teachers's request, keeping in mind that it shall be necessary to have the school in session 180 full days as required by statute.

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. 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 on Monday following Thanksgiving Day. Christmas recess will begin at the closing of the school day Friday, December 19, and will end with the opening of school on Monday, January 5, 1970. Spring recess will begin with

## ARTICLE V

### PROFESSIONAL COMPENSATION

H. (cont.) the closing of the school day on Friday, March 27, and will end with the opening of school on Monday, April 6, 1970. 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 Board and the Association 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.

I. Teachers shall receive 10¢ per mile for authorized travel. This shall include travel from one Teacher assignment to another Teacher assignment 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 at assigned place of duty at no later than 15 minutes before the start of the days first scheduled event in their school building.

(2) Teachers shall leave school no earlier than 15 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



## ARTICLE VI

### TEACHING HOURS

B. (cont.) 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.

## 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

(Teaching Conditions cont.)

B. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered and the elementary schools should not exceed the following:

<u>Elementary</u>	<u>Optimum</u>	<u>Maximum</u>
Kindergarten	16	25
First - Second Grade	15	25
First - Second Grade Split	12	20
Third - Sixth Grade	22	30
Third - Sixth Grade Split	18	25
Educable Mentally Handicapped	15	
Spec. Classes for Emotionally Disturbed	10	
Remedial Reading		50 per wk.

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 "	
Remedial Reading, High School	50 "	per wk.
Drafting	22 "	
Home Economics	20 "	
Vocal Music	60 "	
Band	90 "	
Art	15 "	

ARTICLE VIII

TEACHING CONDITIONS

B. (cont.)

Secondary Schools

Health Education

15 pupils per instructor

Labs

Only amount that  
equipment will handle.

Physical Education

Only amount that  
equipment will handle.

Elementary Teachers will be provided two 15-minute relief periods each day.

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



ARTICLE VIII

TEACHING CONDITIONS

E. (cont.) 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 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 assignment, but any teacher may apply for a bus driving position.

I. The Teachers in any department in Junior High School and Senior High School shall each year select from their members a department chairman. The selections of the chairman shall be approved by the Junior High School and Senior High School Principals. (Department Chairman organization completely outlined on page 18a)

## DEPARTMENT HEADS

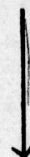
SCHOOL BOARD



SUPERINTENDENT



PRINCIPAL



English Social Science	Mathematics Science	Commercial Home Economics Industrial Arts	Band Vocal Art	Physical Education
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### PURPOSE:

To increase inter-department awareness and cooperation

To increase intra-department cooperation

To increase communication between departments

### PRINCIPAL, SUPERINTENDENT

### SPHERE OF ACTIVITY:

Study and make recommendations for coordinating curriculum of Junior High School and Senior High School

Study and make recommendations for efficient use of materials in both Junior High and Senior High School

Study needs and make recommendation for the purchase of new texts, when needed and teaching aids

To study problems that arise within the department and make recommendations for correction.



## ARTICLE VIII

### TEACHING CONDITIONS

I. (continued) The Department Chairman shall exercise the coordination of programs and materials and shall serve as instructional liaison between the Teachers of the department and the school administration. Such Chairman shall not be considered a supervisory employee.

J. 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.

K. 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.

L. 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 martial 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.

M. At the request of the Association, one vending machine for soft drinks may be installed in any Teachers' lounge, provided there be no cost

## ARTICLE VIII

### TEACHING CONDITIONS

M. (cont.) to the school district for this installation.

N. 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 vacancy may be made to the Board by any Teacher. The Board agrees to give consideration to the professional



## ARTICLE IX

### TRANSFERS & VACANCIES

B. (cont.) 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 un-used 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 setting forth the total of sick leave credit.

ARTICLE X

LEAVE PAY

(Leave Pay continued)

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) to be used for the Teacher's personal business, not cumulative. A personal business day may be used for any purpose at the discretion of the Teacher. 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 without 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 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, other than



## ARTICLE XI

### LEAVES OF ABSENCE

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

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 restored at the beginning of the semester or term following the application to such teaching position or to a position of like nature, seniority, status, and pay unless circumstances have so changed as to make it impossible or unreasonable to do so.

#### 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 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 only be by personal observation conducted by a Superintendent, qualified building Principal, Head Teacher, or other full-time Administrator possessing a Master's degree and three (3) years successful teaching experience at the Teacher's level of performance.

### ARTICLE XIII

#### TEACHER EVALUATION

(Teacher Evaluation continued)

B. Communication will be encouraged between the administration and staff. Personal conferences will be held at any time at the request of either party.

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



#### ARTICLE XIV

##### PROTECTION OF TEACHERS

B. (cont.) 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.

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

ARTICLE XV

MISCELLANEOUS PROVISIONS

A. (cont.) 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 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 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 or working with children in the school district or other problems of common interest of 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 preceding evening or before, notification shall be given at that time. In no event shall notification be given later than 7:30 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



ARTICLE XV

MISCELLANEOUS PROVISIONS

E (E. (2) cont.)

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 dyas 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 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.

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

\* I. The Board recognizes that the \*Code of Ethics of the education profession is considered by the Association and it's 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.

\* See attached 29-a for Code of Ethics