

Region 12
Isabella County

1970-72
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Beal City 12

Beal City

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RELATIONS LIBRARY
Michigan State University

Beal City Board of Education

ME A
1216 Wendale
East Lansing, Mich. 48823

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I. FAIR EMPLOYMENT PRACTICES

A. The Board agrees that neither it nor any of its administrative agents shall discriminate against any teacher by reason of race, color, creed, national origin, sex, marital status, political activities, or membership or participation in the activities of the Association or any other employee organization.

B. The Association agrees that it shall admit all teachers to its membership without discrimination by reason of race, creed, color, national origin, sex, marital status, political activities, or prior membership or past participation in the activities of any other employee organization.

II. RECOGNITION

A. The School Board¹ hereby recognizes the Beal City Chapter of the Michigan Education Association² as the exclusive bargaining representative, as defined in Section II of Act 379, Public Act of 1965, for a unit consisting of all certificated employees under contract, excluding the Superintendent and Principal. Unless otherwise indicated the Term Teacher when used hereinafter in this Agreement, shall refer to all employees in the Beal City High School³, male or female.

B. Except as expressly provided otherwise by the terms of this agreement the determination and administration of educational policy, the operation of the school, and the direction of the professional staff are vested exclusively in the District or the Superintendent when so delegated by the District.

C. This contract begins August 1, 1970

This contract expires July 31, 1972

All areas outside the economic realm with the exception of Driver Education are open to negotiation for the 1971-72 school year

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1. Hereby referred to as District
 2. Hereby referred to as Association
 3. Elementary and Secondary

NEGOTIATION PROCEDURES

A. It is contemplated that terms and conditions of employment provided in this agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital nature and concern of the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. A reasonable time prior to expiration of this Agreement, between March 15th and April 1st, request of either party, negotiations will be undertaken for an agreement covering the 1972-73 school year.

C. Neither party in any negotiations shall have any control over the selection of the negotiation or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. The Board and Association encourage tenure teachers to be on the negotiating team.

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, including the imposition by the Association of professional sanctions to discourage teachers from working in the absence of an agreement between the two parties.

PROFESSIONAL GRIEVANCE PROCEDURE

Definitions:

1. A "grievance" is a claim based upon an event or condition which affects the welfare or condition of employment of a teacher or group of teachers and/or arising from the language of this Agreement of an alleged breach thereof.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action, or against whom action might be taken in order to resolve the claim.

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievance. Both parties agree that, within the framework of the Agreement, these proceedings will be kept informal and confidential as may be appropriate at all levels of the procedure.

Procedures:

1. A claim by a teacher of the Association that there has been a violation, misinterpretation or misapplication of any provision of the Agreement may be processed as a grievance as hereinafter provided.
2. The grievant may invoke the formal grievance procedure on the formal grievance procedure on the form set forth in annexed Schedule, signed by the grievant and a representative of the Association. A copy of the grievance form shall be delivered to the principal. The principal shall be given opportunity to study the grievance form and make whatever revisions necessary. A copy of such revisions shall be sent to the Association.
3. Within three (3) school days of receipt of the grievance the principal shall meet with the Association in an effort to resolve the grievance. The principal shall indicate his disposition in writing in three (3) days of such meeting and shall furnish a copy thereof to the Association.
4. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within three (3) days of such meeting the grievance shall be transmitted to the superintendent. Within five (5) days (school), the superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the Association.
5. If the Association is not satisfied with the disposition of the superintendent or if no disposition has been made within three (3) school days of such meeting (or six (6) school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the School Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by

the Board shall be made no later than seven (7) days thereafter. A copy of such disposition shall be furnished to the Association.

6. 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 within ten days (10) be submitted to arbitration. If the parties cannot agree as to the arbitration, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings. The arbitrator so selected will confer with the parties and hold hearings promptly, or, if hearings have been waived, then from that date all proof and information has been submitted to him and will issue his decision not later than twenty (20) days from the date of the close of the same. The arbitrator's decision shall be in writing and will set forth his findings of fact, reasoning and conclusions on the issue submitted. The Board and the Association shall not be permitted to assert into such arbitration proceedings, any ground to rely on 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 shall be bound by the award of the arbitrator and agree that judgement thereon may be centered in any court of competent jurisdiction.
7. The fees and expenses of the arbitration shall be shared equally by the parties.
8. If any teacher from whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.
9. The time limits of this article shall be strictly adhered to but may be extended by written agreement of both parties. In the event that a grievance is filed after April 15 of any year and strict adherence to the time limits may result in hardships to any party, the Board shall use its best efforts to process such grievances prior to the end of the school term or as soon thereafter as possible.
10. If an individual teacher has a personal complaint which he desires to discuss with his superior, he is free to do so without recourse to the grievance procedure. However, no grievances shall be adjusted without prior written notification to the Association and opportunity for the Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the teachers and the best interests of education shall be the sole responsibility of the Association.

11. No reprisal of any kind will be taken by either party or by any member of the administration against any party in interest, any Association representative, or any other participant in the grievance procedure by reason of such participation.

Miscellaneous:

1. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
2. Forms for filing grievances, serving notices, taking appeals, making reports, and recommendations and other necessary documents will be jointly prepared and given appropriate distribution by the superintendent so as to facilitate operation of the grievance procedure.
3. The sole remedy available to any teacher for an alleged breach of this agreement or any alleged violations of his rights herein will be pursuant to the grievance procedure, provided however, that nothing contained herein will deprive any teacher of any legal right which he presently has, provided that if a teacher selects to pursue any legal or statutory remedy such election will bar any further or subsequent proceeding for relief under provisions under this article.
4. In the course of investigation of any grievance, representatives of the Association will report to the principal being visited and state the purpose of the visit immediately upon arrival.
5. Every effort will be made to avoid interruption of the classroom activities and to avoid the involvement of pupils in all phases of the grievance procedure.

TEACHING HOURS AND TEACHING WORK YEAR

A teacher shall recognize his obligation to be prepared to meet his classes, and shall arrive in sufficient time to be prepared to meet this responsibility to his classed, and remain for a reasonable amount of time after the close of the pupil's day, or after his last teaching assignment to make suitable preparation.

The arriving and leaving times for all teachers will be 8:30 A.M. and 3:25 P.M. On Fridays and days preceeding holidays teachers may leave as soon as busses leave. Special permission would be at the discretion of the Superintendent. Any teacher not keeping these hours will be reported to the Association.

The teachers work year shall not be longer than 185 days.

1. One day at the end of the first semester.
2. One day at the end of the second semester.
3. At the Elementary level two days from the 180 days of regularly scheduled school days for the purpose of parent-teacher conferences.
4. The Board and Association recognize the necessity for meeting all state regulations in regard to length of the school day.

SALARIES

- A. Each teacher shall have the option of receiving pay on either the present twenty (20) or the present twenty six pay period basis.
- B. Teachers will be paid on every other Friday starting the first Friday following the opening of school.
- C. Teachers will be paid the last day of school before a scheduled pay period prior to a legal school holiday.
- D. Military service--Credit given up to Step 2 or 2 years.
- E. Peace Corp work--Credit given up to Step 1 or one year.
- F. No teacher will be hired on a higher step than he is entitled to in the master agreement.
- G. No fully certified teacher will be hired under his entitled step in the master agreement.
- H. At the start of 1969-70 school year all contracted teachers will be on their entitled step.
- I. All teachers who already have been hired with a portion of a years experience shall automatically be placed on the next highest step. Teachers with a half years experience entering the system would be placed midway between the years experience step (s).
- J. Part-time secondary teachers should be paid one fifth pay for every class taught.

Salary Schedule 1970-71

Yrs.	Index	BA	BA + 15	MA	MA + 15	MA + 30
0	1.00	7375	7575	7875	8075	8275
1	1.04	7670	7878	8190	8398	8606
2	1.08	7965	8181	8505	8721	8937
3	1.14	8407	8635	8977	9205	9433
4	1.18	8702	8938	9292	9528	9764
5	1.22	8997	9241	9607	9851	10095
6	1.26	9292	9544	9922	10174	10426
7	1.30	9587	9847	10237	10497	10757
8	1.34	9882	10150	10552	10820	11088
9	1.38	10177	10453	10867	11143	11419
10	1.42	10472	10756	11182	11466	11750

75% of the cost of full family, married couple, or individual Health Insurance, whichever applies. Payment shall be each month for 12 months.

Employee's not desiring health insurance coverage may use 75% of the individual coverage amount for any type of insurance desired.

Salary Schedule 1971-72

Yrs.	Index	BA	BA + 15	MA	MA + 15	MA + 30
0	1.00	7900	8100	8400	8600	8800
1	1.04	8216	8424	8736	8944	9152
2	1.08	8532	8748	9072	9288	9504
3	1.14	9006	9234	9576	9804	10032
4	1.18	9322	9558	9912	10148	10384
5	1.22	9638	9882	10248	10492	10736
6	1.26	9954	10206	10584	10836	11088
7	1.30	10270	10530	10920	11180	11440
8	1.34	10586	10854	11256	11524	11729
9	1.38	10902	11178	11592	11868	12144
10	1.42	11218	11502	11928	12212	12496

100% of the cost of full family, married couple, or individual Health Insurance, whichever applies. Payment shall be each month for 12 months.

Employee's not desiring health insurance coverage may use 100% of the individual coverage amount for any type of insurance desired.

SPECIAL TEACHERS

Special Teachers whose salary is not determined by the Board of Education will not necessarily be on the Salary Schedule.

These teachers include:

- a) Speech correctionist
- b) Special Education Teachers -- Type A, B, & C teachers
- c) Special Reading Teachers--program 3/4 reimbursed by the state
- d) Title I teachers--fully reimbursed by Federal Gov't.
- 3) Teachers for the Hard of Hearing
- f) Teachers of the physically handicapped

EXTRA PAY

		1970-71	1971-72
Head Football Coach	10% of Base Pay	\$737.50	\$790.00
Head Basketball Coach	10% of Base Pay	\$737.50	\$790.00
Assistant Football Coach	7.5% of Base Pay	\$553.12	\$592.50
Assistant Basketball Coach	7.5% of Base Pay	\$553.12	\$592.50
Jr. High Basketball Coach	6.5% of Base Pay	\$479.37	\$513.50
Head Track Coach	6.5% of Base Pay	\$479.37	\$513.50
Head Baseball Coach	6.5% of Base Pay	\$479.37	\$513.50
Freshman Basketball	6% of Base Pay	\$442.50	\$474.00
Freshman Football	6% of Base Pay	\$442.50	\$474.00
Yearbook Advisor	5% of Base Pay	\$368.75	\$395.00
School Play	4% of Base Pay	\$295.00	\$316.00
Varsity & J.V. Cheerleading Advisor	2% of Base Pay	\$147.50	\$158.00
Jr Hi-Freshman Cheerleading Advisor	1.5% of Base Pay	\$110.62	\$118.50
Athletic Director	7.5% of Base Pay	\$553.12	\$592.50
Drivers Education (1970-71)	\$5.50 per hour		
Debate and Forensics	4% and mileage	\$295.00	\$316.00
Jr & Sr. Advisors (after school)	\$3.50 per hour	Maximum of 20 hours	
Booster Club Advisor	\$100.00 per year		

\$10.00 payment for spectator bus chaperone for away athletic events up to 100 miles (one way). It will be \$15.00 for athletic trips over 100 miles one way.

Sponsorship of school related activities, sponsored by school organizations or classes, shall be reimbursed according to contract guidelines

EMPLOYMENT STANDARDS

It shall be the objective of the Beal City Board of Education to be increasingly aware of the need for securing the best possible teaching staff. With this in mind, the following standards have been recommended. Every effort will be made to upgrade the staff at all times.

1. Except in an extreme emergency, no 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. The only time a non-degree teacher will be hired is after all possible efforts have been exhausted in finding a degree person for the position. The Association will be so notified in each instance.

2. The employment of teachers with special certificates is to be permitted only in cases of absolute necessity or where the teacher has outstanding credentials, and the Association shall be so notified in each instance.

3. If it be deemed necessary to hire a non-degree teacher, or a teacher with less than full certification, these people shall not be placed on the same salary schedule as fully certified personnel.

4. A non-degree person will be on a schedule \$500 lower on each step on the certified teachers schedule. With the maximum not going beyond the 2nd step on the salary schedule. The non-degree teachers salary would be frozen at the 2nd step.

5. A less than fully certified teacher with a degree will be on a schedule \$300 lower in each step of the certified teachers schedule. With the maximum not going beyond the 3rd step on the salary schedule. This teacher would be frozen on the 3rd step on the salary schedule.

TEACHING MATERIALS

- A. The District guarantees that it will provide sufficient basic textbooks to insure that each pupil in a classroom have textbooks for his own use prior to the start of the school year.
- B. Prior to changing a textbook or selecting a new textbook, the teachers affected and/or a committee of such teachers will be given the opportunity to meet and consult with the Superintendent or his designee regarding the proposed changes or selection. Similarly, the Association, if it desires to initiate a change in a textbook or the selection of a new textbook, may notify the administration and the Association, through appropriate committees, will meet at a mutually satisfactory time and place to discuss said matter. The Board's decision will be final.
- C. After a teacher's supply order is approved by a Superintendent it will not be changed or rejected without notification to and consultation with the teacher.
- D. The District recognizes that textbooks alone are not sufficient in the classroom and also guarantee, each teacher the following:
 - 1. Sufficient materials to visualize subject being taught.
 - 2. Sufficient materials to provide proper testing.
 - 3. Sufficient materials to grade and record student progress.
 - 4. The right to submit requisition forms to the Superintendent
 - a. Requisition forms must be filled out by the requisitioning teacher and signed, then turned over to the Superintendent for approval.
 - b. The Superintendent will not change or reject without notification and consultation with requesting teacher.
 - c. After requisitions have been approved by the Superintendent, the Superintendent will endeavor to fill them at once.
- E. It shall be the responsibility of the teacher to submit at the close of the school year an inventory of materials, including approved requisition forms for the next year.
- F. All teachers will practice conservation of materials during the school year.
- G. Teachers will not order extra of surplus material during the school year unless necessary to perform their teaching duties. An effort should be made to do most all of the ordering before school starts in the fall.
- H. Teachers will not be responsible for inventory of books or checking in or out at the start or close of the school year.

NON-TEACHING DUTIES

The District and the Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:

- A. To the extent possible, teachers will be assisted and/or, where appropriate, relieved by the utilization of techniques, such as use of non-teaching personnel, in performing non-teaching and administrative duties, such as the following:
 - 1. Recording grades on permanent files, and the like.
 - 2. Secretarial and clerical duties such as duplicating materials collecting and recording attendance data, distributing supplies and other materials, money collections and other duties of clerical nature.
 - 3. Assisting in the operation of audio-visual equipment, cleaning and returning demonstration equipment and the like.
 - 4. Supervising lunch periods, playgrounds, lunch time, gym activities and the like.
- B. Trips should have bus drivers with chauffeurs license. With exception of during school day drivers will be paid.

Credit for Experience

Credit for experience outside the system will be given to new people hired into the system on the following schedule:

- 8 years for experience outside the system - year 1970-71
- 9 years for experience outside the system - year 1971-72
- 10 years for experience outside the system - year 1972-73

TEACHER FACILITIES

- A. Beal City High School will have the following facilities:
1. Space in each classroom in which teachers may safely store instructional materials and supplies.
 2. Each teacher shall be assigned one teaching desk and chair which will not be shared by other teachers.
 3. Each teacher will be assigned one room which they may call their home room in which they will have a teachers desk and room to store their materials.
 4. An appropriately furnished room to be used as a faculty lounge. This lounge will be in addition to any teacher work area. No teacher will be required or requested to use this area as a work area.
- B. Teachers shall cooperate in good housekeeping policies in the above facilities at all times
- C. Alleviation of Crowded Conditions:
1. The association and the Board recognize that the availability of option school facilities for both student and teacher is desirable to insure the high quality education that is the goal of both the teacher and the Board.
 2. The Association recognizes that the Board is presently planning in a building program which will help to alleviate the crowding of classes. Certain interim measures have been taken by the Board to relieve this condition. The Board pledges to continue to seek other reasonable and practical solutions to the problem. The Board further agrees to meet and consult with the Association during the opening weeks of the 1969-70 school year concerning further immediate relief from classes that exceed the maximum with the understanding that all reasonable means shall be implemented by the Board of Education to secure this end. It is hoped the Instructional Council will be active in this area.
- D. Anything that needs repair should be reported to the Principal in writing. Proper action will be taken if at all possible.

TEACHER IMPROVEMENT

TUITION:

- a. Tuition payment will be made to teachers taking graduate credit from their tenth through their fifteenth hour. Total of six hours. This repayment shall be \$10.00 per semester hour.
- b. The Board shall pay ten dollars (10) per semester hour. These must be approved college courses beyond the hours required toward the permanent certificate. Providing further that the teacher is actually employed by the Board at the time payment is due, or with permission from the Superintendent he could take 6 hours during the summer session. The teacher should present a transcript or grade report to the Superintendent.
- c. The teacher shall be reimbursed for these courses the semester following the time the course was taken, providing the teacher successfully completed the course.

Review of Personnel File

1. Each teacher shall have the right upon request to review the contents of his personnel files, maintained at the teacher's school or office. The review shall be made in the presence of the administrator responsible for the safe-keeping of those files.
2. Privileged information such as confidential credentials and related personnel references normally sought at the time of employment are specifically exempted from review.
3. All communications, including evaluations by Beal City Administrators, commendations, and validated complaints directed toward the teacher which are included in the personnel file, shall be called to the teachers attention at the time of inclusion.

SUBSTITUTES FOR TEACHERS

The following procedures shall be followed by teachers who are in need of a substitute teacher:

1. Secondary teachers shall notify the principal between 7:15 and 7:30 A.M.
2. Elementary teachers are to notify the superintendent, between 7:30 and 7:45 A.M.

The following procedures shall be followed by the Principal and Superintendent:

1. Secure a qualified substitute, if available.
2. Inform substitute of his duties.

In case it is impossible to secure a substitute, teachers with open hours may be contracted to teaching during their open hour at a rate of \$5.00 per hour. This procedure will only be followed in emergency situations.

In no case will any class be left unsupervised when the regular teacher is off the school grounds.

Substitute pay will be \$22.00 per day.

Counter proposal on lesson plans

The Association and Board recognizes the importance of long term planning and daily preparation for learning experiences based upon educationally sound goals and objectives. At the beginning of each semester the teacher shall hand in to the Principal his long term objectives and goals, and unit plans for the entire semester to be included, for each course being taught. To assure the most efficient and effective use of pupil time, teachers shall plan for individual groups of children in a systematic manner. Teachers from time to time, are expected to request the assistance of their immediate supervisor, in cooperatively evaluating the learning experiences developed for their pupils and classes. All teachers are required to leave detailed lesson plans and books on their desks, or in some suitable agreed upon place for at least one day in advance, with general plans written in for at least one week in advance. If a teacher is out for more than a week the regular teacher is expected to discuss future plans with the substitute.

TEACHER WORK LOAD

A. Teachers shall have a duty free lunch period of at least 35 minutes.

B. The following teachers will have, in addition to their lunch period, a preparation period during which they will not be assigned to other duties as follows:

1. Elementary teachers--When the helping teacher such as music, art, physical education, are in the room the teacher has the right to leave the room if she wishes. This means that the teacher is not free to leave while the Teacher aide is in the room. Elementary teachers are free of their children for two recess periods per day, plus the hour noon hour, plus the times the Music teacher is in the room and while the students are in Physical Education classes.

2. The secondary teacher will have the right to one free class period of not less than 55 minutes.

3. Exceptions to B, B1, B2, the BCSB under certain circumstances may offer an experienced teacher an extra class period. This class shall first be offered to the teacher in whose field the class falls. Then the extra class will be offered to the teacher with the most experience. In no case will a new teacher be offered an extra class.

C. The school day will consist of 6 class periods, none of which shall be longer than 55 minutes nor shorter than 40 minutes with the following exceptions:

- a. Scheduled class meetings and/or club meetings
- b. Scheduled assemblies

2. In exchange for this extra class period 1/5 of the teachers present teaching salary will be paid to the accepting teacher.

D. Teachers are required to be in their position of responsibility ten minutes before school starts in the morning, and ten minutes after school is dismissed in the afternoon.

1. Teachers should be in all other classes at the beginning of the class period.

2. The teacher is urged to establish good home, students and teacher relationships. It is suggested that personal conferences, telephone calls, and letters be utilized.

3. Student discipline: Faculty members are urged to practice sound discipline and attendance procedures while the class is in session. It is recognized by both parties that these are basic ingredients in good teaching.

STUDENT DISCIPLINE AND TEACHER PROTECTION

A. Since the teacher's authority and effectiveness in his classroom are undermined when students discover that there is insufficient administrative backing and support of the teacher, support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The District further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counsellors, social workers, law enforcement personnel, physicians or other professional persons, the District will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

B. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher may use such force as is reasonable to protect himself from attack or to prevent injury to another student.

C. After a teacher, parent, principal conference a teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as teaching obligations will allow, full particulars of the incident in writing.

D. Suspension of students from school may be imposed only by a principal or his designated representative. School authorities will endeavor to achieve correction of student misbehavior through counselling and interviews with the child and his parents when warranted. The School Board makes the final decision whether a student is expelled or not from school.

E. Any case of assault upon a teacher shall be promptly reported to the District or the Superintendent. The District will provide legal counsel to advise the teacher of his rights and obligations with the teacher in connection with handling of the incident by law enforcement and judicial authorities.

F. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his employment, the District will provide legal counsel and render all necessary assistance to the teacher in his defense.

G. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

H. The District will reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises, when such loss is not due to teacher's negligence. The request shall be submitted to the Superintendent for final approval.

I. 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 to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified.

ASSIGNMENTS AND TRANSFERS

It is intended that all employment for the professional staff be made in terms of specific vacancies, therefore original assignment is a part of this employment arrangement.

Transfer--Transfer procedures will tend to follow the same pattern used in filling any vacancies. When vacancies occur in any category, all staff in that category will be alerted by a bulletin announcement and job description of the position not less than 15 days prior to filling of said vacancy. Any professional qualified staff member desiring to be reassigned or transferred to the announced position should make written application to the Superintendent.

Assignments are left to the discretion of the administration. Generally, the administration will attempt to place teachers in their training background areas.

TENURE AT THE BEAL CITY SCHOOL

Tenure at the Beal City School is a system through which the best possible teaching staff is secured, developed and retained. It gives security to good teachers and provides an orderly method of dismissal of incompetent teachers.

We firmly believe that tenure will provide better instruction for the children of the Beal City District and will make teaching a more desirable profession because it will enable teachers to match in professional responsibility, the privilege of the security it confers.

It shall be the duty of the Principal to help the new teacher become aware of the following:

- a. Making the newcomer familiar with the traditions and policies of the school system.
- b. Routine
- c. Professional organization.
- d. Helping the new teacher adjust in his relationship with the adult personnel in the school.
- e. Answering such questions as the probationer may present regarding school routines, procedures and policies.
- f. Helping the personal adjustment of the new teachers to the school-community life and offer constructive suggestions to encourage the probationer while at the same time establishing helpful, friendly relations between the two.
- g. 1. Probationary Teachers - 3 visits per year
2. Tenure teachers - 1 visit per year

Note: Teacher must serve two year probationary period. The third year of probation may be required if administration so desires. Teacher will be informed before April 15 if the third year of probation will be necessary.

RETIREMENT

- A. A teacher shall retire at age sixty-five or at which age mutually agreed on within Social Security regulations.
- B. The District may extend the retirement age for a teacher. This extension will be made 1 year at a time.
 - 1. At the beginning of the school year in which a teacher reaches retirement age, he or she shall present to the Superintendent a written request to teach in the district the following school year: this request to be accompanied by a report of a physical examination by a competent doctor. An additional physical examination report shall be submitted six (6) months prior to the beginning of the school year for which the request is made.
 - 2. An administrator shall submit to the District a written recommendation for extending or not extending the retirement age of any teacher.
 - 3. The District shall answer in writing the request of the teacher within thirty days after the request has been submitted.
 - 4. The District shall grant a hearing to a teacher if the request for the extension of the retirement age is denied.
 - 5. The District shall not grant an extension of the retirement age to a teacher longer than one year at a time.
 - 6. A teacher shall use the same procedure as used at age 65 each time he requests an extension of his retirement age.

LEAVE POLICY

I. BUSINESS, PERSONAL, AND PROFESSIONAL LEAVE:

A. Each teacher may use five (5) days annually for personal, business, or professional leave. These leave days may be taken at the discretion of the teacher, with notification being given in writing to the superintendent. The only exception would be days immediately preceding and/or following a regular, scheduled holiday or vacation. These excluded days may be taken as personal leave days only at the discretion of the superintendent.

B. Personal leave days may cover the following areas:

1. Religious observances by an employee
2. Death of a relative or a close friend
3. Moving (in system)
4. Matters of an emergency nature allowable at the discretion of the superintendent
 - a. 2 days for the conducting of personal affairs which cannot normally be handled outside school hours

II. Sick Leave

The primary purpose of the sick leave allowance is to cover the absence of a teacher from school because of personal illness sufficiently severe that it would make his presence in school inadvisable. Sick leave applies only to absences resulting from illness of the employee and not absence caused by illness in the immediate family, except as an emergency measure.

Each teacher shall be provided ten (10) school days of sick leave per year. Each year's unused portion of sick leave is to accumulate to a maximum of one hundred days (100).

III. A. Jury Duty-Time for jury duty shall be granted without loss of salary.

B. Leave for illness of long duration - The District may grant leaves of absences for reasons of health.

1. Such leave shall be granted for a maximum of one year plus any unfinished year, at the end of which leave the employee must either return or resign unless a special extension is recommended by the superintendent.

2. Such leave shall be granted upon the recommendation of a physician's statement certifying to his inability to continue the position. It shall be within the right of the District to have the employee examined by a physician designated by the District. A notice of intent to return must be given at least ninety days prior to

expiration of the leave of absence or extension sought, otherwise the absentee's resignation will become automatic. He shall be notified fifteen days in advance of the ninety-day period regarding his policy. Upon acceptance of his application for return to position or to one for which he is qualified. Should there be no such vacancy existing at the time of the indicated return to service, he will be offered the next position for which he is qualified.

Maternity Leave:

A maternity leave, not to exceed 2 years, shall be granted without pay to a tenure teacher. When such a leave is granted for less than three (3) years and a request for extension is made, such request should be made in writing to the office of the Superintendent, before April 1 of each year.

Following are additional stipulations:

1. If a teacher becomes pregnant, she shall present to the Superintendent a medical statement from her physician no later than six months prior to the estimated birth date. Also, she shall make a written statement to resign or to ask for leave of absence.
2. A teacher may continue to perform her duties until the end of the fifth month of pregnancy, unless this date should fall within 4 weeks of the end of the semester or of Parent Conference dates, in which case she may remain for these responsibilities.
3. If confinement occurs during the school year, the teacher shall not return to the classroom during the current semester. At least a month should ordinarily elapse between the birth of the child and the teacher's return to the classroom.
4. Should a teacher, expecting a child, suffer a miscarriage, her loss of time should be considered as sick leave, and she shall be allowed to return to her duties as soon as her physician permits, providing her position has not been filled, or if it has, to a like position, if it is available.
5. A teacher returning after a leave under this policy shall receive her most recent contractual salary plus the increment proportional to the half year taught.
6. A teacher shall not normally be assigned as a supervisor of student teaching during her pregnancy because of the complications involved in scheduling student teacher.

D. Military Leave:

1. Military leaves of absence shall be granted to any regular appointed employee who shall be inducted or shall enlist for military duty with any branch of the armed forces of the United States.
2. A probationary teacher returning to employment from military service shall be regarded as retaining the period of probationary service achieved prior to his military service.
3. Employees on military leave shall be given the benefit of any increments and sick leave allowance which would have been credited to them had they remained in active service with the school system.

E. Leave of Absence:

1. A leave of absence may be granted to any teacher who, with approval, has taught in the system for 5 years.
2. A teacher who is granted a leave of absence shall be, upon request, given the benefit of sick leave allowance which has been credited to him; provided he agrees to serve the district for one year after taking his leave.
3. A leave of absence may run for a maximum of two year.
4. The teacher will notify the administration in writing of his intention by June 15.
5. The administration will provide said teacher with a teaching position upon his return. However, the administration does not have to return the teacher to any non-tenure duty.
6. There shall be no loss of tenure rights or decrease of step on the pay scale.

HEALTH EXAMINATIONS

1. Physical Examinations may be required if necessary of any teacher by the Board of Education at its expense, except T.B. Tests which are required. Doctors to be chosen by Board.
 - a. The teachers doctor and the Board of Educations doctor may be asked to issue a statement of the teachers condition. These statements would then be compared.
 - b. 3 members of the Association and 3 members of the Board would make a joint decision which would be final.

WORKMEN'S COMPENSATION

1. The employee who has been injured in the course of his employment will receive compensation as provided under the MICHIGAN WORKMEN'S COMPENSATION ACT. According to the present ACT, the weeks of disability need not be consecutive.

INSTRUCTIONAL COUNCIL

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There is hereby established a joint Instructional Council consisting of three (3) representatives appointed by the Board, and four (4) representatives appointed by the Association. The High School will serve as a Principal Ex-Officio member of this committee. The Instructional Council shall meet as deemed necessary during the regular school year and advise the Board and the Association on such matters as teaching techniques, courses of study, textbooks, curriculum guides, pupil testing and evaluation, philosophy and educational goals of the district, research and related matters.

DEPARTMENTAL BUDGETS

The Board agrees that each department should be provided with a separate budget of a minimum of \$200.00 for the purpose of instructional improvement or supplementation in that department. All purchases are subject to approval by Superintendent.

Departments

1. Physical Education
2. Science
3. Mathematics
4. Each Elementary room
5. Home Economics
6. Music
7. Vocational Agriculture
8. English
9. Social Studies
10. Commerce
11. Art
12. Foreign Language
13. Speech

TERMINAL PAY

In recognition of services to the School District, a teacher upon leaving will receive 4% of the teacher's current annual salary. Provided the teacher has been employed in the school district for at least 10 years.

DURATION OF AGREEMENT

This Agreement shall be effective as of _____, 1970
and shall continue in effect until the _____th day of _____, 1972.
This Agreement shall not be extended orally and it is expressly under-
stood that it shall expire on the date indicated.

BEAL CITY

EDUCATION ASSOCIATION

By _____
President

By _____
Secretary

By _____
Chairman, Negotiating Comm.

By _____
Negotiating Committeeman

BEAL CITY

BOARD OF EDUCATION

By _____
President

By _____
Secretary

By+ _____
Member

By _____
Member

By _____
Member

By _____
Member

By _____
Member

By _____
Superintendent of Schools

By _____
Principal

Dated this _____ day of _____,
_____, 1970