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Belding Area Schools

BELDING AREA SCHOOLS

Professional

Employment

Contract

1971-72

MEA
1216 Kendall
East Lansing, Mich. 48823

PROFESSIONAL EMPLOYMENT CONTRACT

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ARTICLE I

- A. The Board of Education of the Belding Area Public Schools of Belding, Michigan, hereinafter called "Board", and the Belding Education Association, hereinafter called "Association", hereby enter into the following mutually binding agreement.
- B. The Board recognizes the Association as the sole and exclusive bargaining representative with respect to wages, hours, and working conditions for all elementary and secondary teachers who are certified, including counselors, special education teachers, regularly employed part-time teachers, librarians, and the director of guidance, the athletic director when the remainder of his duties consist entirely of teaching duties and specifically excluding all others and particularly the superintendent, principals, substitute teachers, non-regularly employed part-time teachers and all non-teaching school employees.
- C. The Association will represent the probationary teacher in matters of wages, hours, and working conditions to the degree that it does not infringe upon the rights of the Board as allowed by the Michigan Tenure Act.

ARTICLE II

Association and Teacher Rights

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful activities for mutual aid and protection. As a duly elected body exercising governmental power provided by law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution 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, complaint or proceeding under this Agreement with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny any teacher rights he may have under the Michigan General School Laws or other applicable laws or regulations nor shall anything contained herein be construed to allow any teacher rights he is denied under such laws or regulations.

ARTICLE II

Association and Teacher Rights

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- C. The Association and its representatives shall use school buildings for meeting purposes and shall schedule the time and place of such meetings subject to the approval of the appropriate building principal.
- D. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at reasonable times subject to the approval of the building principal.
- E. The Association shall use school facilities and equipment including typewriters, mimeographing machines, and other duplicating equipment, calculating machines and all types of audio-visual equipment and shall schedule such use subject to the approval of the building principal. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- F. A bulletin board will be provided in each school building of six (6) rooms or more for the use of the Association. Use of such bulletin boards shall be limited to official notices and in the judgment of building principals, shall not be used in such a way as to involve students in organizational affairs or controversial topics.
- G. Upon request, the Board agrees to furnish to the Association information which is pertinent to collective bargaining purposes and which has been presented to the Board or to another governmental agency.

G. (Continued)

Such information shall include but not to be limited to annual financial reports and audits, register of certificated personnel, County Allocation Board budgets, agendas and minutes of all Board meetings, treasurers' reports, census and membership date, names and addresses, salary step and degree level, of all teachers, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievances. This is not to include, however, information which is tentative and subject to further discussion and revision, or information of a confidential nature such as recommendations for employment. Upon request, the Association will explain the purpose for which it desires certain information. Original records will be examined only at the offices of the Board and upon request, the Association will reimburse the Board for extra expenses incurred in furnishing information or making records available.

H. The Board shall consult with the Association in developing major education projects or in developing major revisions to educational policy.

I. The provisions of the Agreement and the wages, hours and terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory.

ARTICLE II

Association and Teacher Rights

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- J. The Board shall provide and maintain an adequate number of parking facilities at the high school for the use of the teachers.**
- K. Teachers who do not have a regularly assigned classroom shall be provided with a desk and storage space.**
- L. If charges of breach of professional ethics are issued against a teacher, the Association will investigate such charges and appropriate action will be taken by the Association. The Code of Ethics of the Education Association adopted by the NEA Representative Assembly shall apply in these instances. (Code in Appendix)**
- M. Teachers may be granted released time, with salary, to attend professional education conferences, seminars, clinics, conventions, school evaluations and other educational functions upon the approval of the Superintendent.**
- N. Teacher Evaluation of Principals**

 - A. Building principals may be evaluated annually and in writing by all teachers under their supervision. Any such evaluation will be completed prior to March 1.**
 - B. The Association shall appoint a committee of tenure teachers to prepare the evaluation form in consultation with building principals.**
 - C. The Association shall distribute and collect any such evaluations in a confidential manner so that only the building principal being evaluated will know the tabulated results of the evaluation.**

ARTICLE III

Board Rights

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, 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;
 - (2) To hire all employees and subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
 - (3) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
 - (4) To make final decision upon the means and methods of instruction, the selection of textbooks and other teaching materials and equipment.
 - (5) To determine class schedules, the hours of instruction and the duties, responsibilities, and assignments of teachers and other employees with respect thereto.
- B. The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of

B. (Continued)

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

C. Whenever a teacher fails to carry out his responsibilities as defined in this agreement and the Principal's Handbook or Supplement of Instructions, he (or she) will be subject to disciplinary action that may include any or all of the following:

- (1) Verbal or written reprimand, a copy of the latter will be given to the teacher, placed in the Teacher's Personnel File, and/or sent to the Association.
- (2) A deduction from the next regular paycheck of an amount equal to the pro-rata daily pay for time missed.
- (3) For repeated offenses disciplinary layoff, Board reprimand and/or possible dismissal from the staff if the circumstances and nature of the offense would necessitate this disciplinary action.

D. Not later than three weeks prior to the ending of the regular school year, the Principal will meet with a faculty committee to discuss changes proposed by either party for the Principal's Handbook for the following school year. Teachers shall be given adequate time to make recommendations which shall be given due consideration by the Principals before changes are made in the handbook.

ARTICLE IV

Professional Compensation

- A. The salaries of teachers covered in this agreement are set forth in the appendix, which are attached to and incorporated in this agreement.
- B. Teacher Contract Day. A contract day is defined as a day of work and therefore a day of pay for the teacher.
- (1) On any day that school is not in session due to "Acts of God", teachers will report by 1:00 P.M. according to prearranged instructions of their supervising principals.
 - (2) Any teacher unable to report by 1:00 P.M. must phone their principal to validate their absence.
 - (3) In the event a teacher is not excused from attending the afternoon meeting, they will lose one personal business day until their personal business days have been exhausted, and then will be deducted one day's pay.
 - (4) A teacher's request for a leave day, as defined in Article VIII, will not be deducted from their leave days unless all teachers are requested to report to school on that day.
- C. A maximum of eight (8) years of credit will normally be given for teaching experience outside of our school system. The superintendent may deviate from this allowance, however, to establish the starting salary of any teacher, and he will inform the President of the Association of any such instances.

ARTICLE IV
Professional Compensation
Page 2

- D. If a teacher completes enough semester hours of credit to qualify for the next higher pay bracket during the first semester, the full pay increase is allowed, but if the necessary credits are completed during the second semester, only one-half of the pay increase is allowed.
- E. Teachers employed on a part time basis for either a semester or full year shall attend regularly scheduled teacher's meetings and all other school activities full time teachers are required to attend.
- F. Evidence of teacher certification must be filed in the Superintendent's office by all new teachers by October 10th or the teacher's paycheck will be withheld thereafter. Evidence means: An active certificate, a complete transcript of credits earned, or a letter from the college stating that work has been completed for a valid certificate.
- G. The deduction of Association dues and assessments when authorized by each teacher shall be according to one of the following methods:
- (1) The total amount of all dues shall be deducted from the first paycheck from which dues deductions are made, or
 - (2) Dues will be deducted in eight (8) equal consecutive monthly deductions.
- H. Any teacher who agrees to teach an additional class in lieu of their preparation period shall receive 20% of their contractual teaching salary as compensation if the additional class represents a new preparation, otherwise the percentage shall be 16 2/3.

ARTICLE IV
Professional Compensation
Page 3

- I. Teachers in grades 7-12 who voluntarily agree to substitute in another class during their preparation period shall receive the sum of .08% per period taught of the beginning salary at the Bachelor's Degree level.
- J. Teachers tutoring students engaged in independent study shall receive 1% per student per semester of the beginning salary for teachers at the Bachelor's Degree level. A teacher shall not enroll more than two students per semester and it must be with the knowledge and permission of the Principal.
- K. Department Chairman
- (1) There shall be department chairman in the Junior-Senior High School for each of the following areas:
1. English-Language
 2. Social Sciences
 3. Mathematics
 4. Physical Sciences
 5. Business Education
 6. Industrial Arts - Build-A-Home
- (2) The chairman of the department shall be appointed by the Principal.
- (3) The Principal may grant release time with pay by providing a substitute, if, in his opinion, the department chairman needs additional time to fulfill special responsibilities.
- (4) The department chairman shall receive the following percentage based on the beginning Bachelor's Degree salary:
- 4% - Five or more equivalent full time teachers in the department.
 - 2% - Less than five equivalent full time teachers.

ARTICLE V

Insurance

The district will provide full family health and medical insurance under the MESSA Super Med Plan for each full time teacher who requests this benefit and who is not included in and covered by their spouses' Health and Medical insurance policy.

ARTICLE VI

Teaching Conditions

A. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

B. Because the pupil-teacher ratio is an important aspect of an effective educational program and of mutual concern to both parties, the Board will make all reasonable effort to meet the pupil-teacher ratios recommended by the Association as follows:

Special Education - Type A	Not to exceed 15
Grades K-2	Not to exceed 26
Grades 3-6	Not to exceed 32
Elementary Combination Rooms	Not to exceed 26
Grades 7-12	As per North Central Association standards

C. Teacher aides may be provided in elementary buildings to perform non-teaching duties, including lunch hour. Teacher aides, if needed, will be assigned by the building Principal. Nothing in this Agreement, however, is to prevent teachers from volunteering their services for duty not required of them, nor to require them to accept the services of a teacher aide against their wishes.

D. It is further agreed that teachers have the prerogative, as well as the responsibility, to make recommendations concerning curriculum improvement, the need for and selection of teaching aids and equipment and plans for new building facilities when these matters directly affect curricular areas and grade levels in which a teacher is assigned.

ARTICLE VII

Vacancies, Transfers and Promotions

- A. Since the frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that transfers of teachers during the school year are to be minimized and avoided whenever possible.
- B. In order that all members of the staff shall have an opportunity in filling any teaching vacancy in the school district for the ensuing year, teachers may file a transfer request at any time whether a vacancy exists or not.

Teachers will be informed of vacancies by special letter from the Superintendent's office during the school year. In filling vacancies, the Board will give full consideration to teachers from its own teaching staff who are qualified by certification and have filed a written statement of interest. This is not to preclude the possibility, however, of filling the vacancy by hiring an applicant from outside the school system who in the judgment of the Board is as qualified or more qualified.

Assignments will be made in the best interest of the children of the school district in accordance with the judgment of school administrators.

ARTICLE VII
Vacancies, Transfers and Promotions
Page 2

- C. Members of the staff are also encouraged to let their interest be known in supervisory or administrative positions via the transfer request form. All members of the staff who have filed a written expression of interest in a supervisory or administrative position, will be informed, however, regardless of when it occurs.
- D. In filling vacancies, the Board declares its support of a policy of promoting from within its own teaching staff and will give full consideration to the qualifications of teachers from its own teaching staff who have filed a written statement of interest. This is not to preclude the possibility, however, of filling the vacancy by hiring an applicant from outside the school system who in the judgment of the Board is more qualified.
- E. Any teacher who is transferred to a supervisory or executive position and later returns to teacher status shall regain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

ARTICLE VIII

Leave Days

A. All teachers are allowed 15 leave days per year with the unused portion accumulative to 180 days.

- (1) The probationary teacher shall have three (3) leave days immediately available for use on the first contract day. One additional leave day will be granted the first day of each month beginning September 1, for the calendar year.
- (2) Tenure teachers shall have 15 days leave days available for use of the first contract day if necessary.

B. Leave days with salary shall be available for the following purposes:

- (1) Personal illness of the teacher.
- (2) Illness in the immediate family. (Members of household)
- (3) Death in the immediate family. (Max. 4 days per absence)
- (4) Two personal business days per year.

C. Qualifications for use of leave days:

- (1) Personal illness or illness in the immediate family
 - (a) To qualify for a leave day the teacher must notify his principal by 7:15 a.m. except in cases of emergencies.
 - (b) Hours or class periods of planned absences or emergencies shall be cumulative to full day equivalencies and deducted from leave days.
 - (c) No pay is awarded for unused leave days.
- (2) Death in the immediate family
 - (a) The immediate family includes spouse, children, father, mother, brother, sister, father-in-law, mother-in-law, grandfather, grandmother, or any other relative for whose funeral arrangements the teacher is responsible as approved by the principal.

ARTICLE VIII

Leave Days

Page 2

C. (Continued)

(3) Personal illness or emergencies

- (a) A personal business day may be used for any purpose at the discretion of the teacher.
- (b) A teacher planning to use a personal business day or days shall notify his principal at least three days in advance, except in cases of emergencies.
- (c) Personal business days shall not be used as a means of lengthening vacations.
- (d) In emergencies, the teacher may be allowed a personal business day without salary, upon the approval of the principal.

D. With the first paycheck in September, the teacher shall be notified in writing of the total number of leave days accumulated and available for use if necessary by the teacher.

E. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.

F. Any teacher who is absent because of an injury or disease compensable under the Michigan Workman's Compensation Act shall receive regular pay for each day of sick leave less an amount equal to the daily amount received under the Workman's Compensation Act.

ARTICLE IX

Teacher Evaluation

- A. Probationary teachers shall be evaluated in writing at least two times each year, once on or before December 1 and again on or before March 1. Tenure teachers shall be evaluated in writing at least once each year prior to March 1st.
- B. Required evaluations shall be conducted by the teacher's building principal or assistant principal unless an emergency, such as sickness, requires such evaluation to be conducted by a designated administrator.
- C. A teacher shall be observed for at least thirty (30) minutes before his evaluation is prepared.
- D. Two copies of the written evaluation shall be submitted to the teacher within 10 days after the evaluation is prepared, one to be signed and returned to the administration and the other to be retained by the teacher. In the event that the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his evaluation file, or he may request an additional observation.
- E. Each teacher shall have the right upon request to review the contents of his evaluation file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

ARTICLE X

Leave of Absence

- A. The Board may grant a leave of absence without pay for a period not to exceed one year, subject to renewal by the Board. The teacher returning from such leave shall be placed on the next salary step providing they were under contract a complete semester or its equivalent of one-half of the annual contract days. Time spent on leave of absence does not count as credit earned for advancement to the next step on the salary schedule. Application for leave shall be signed by both parties.
- B. The Board may grant a leave of absence under either of the following conditions:
- (1) A teacher granted a leave of absence shall be entitled to return from such leave at the same position, upon request, provided always that the teacher is able and qualified to perform the duties required by the position. The teacher filling the vacancy caused by the leave of absence shall be given the opportunity to fill any vacancy which exists for which he or she is qualified, or
 - (2) a teacher granted a leave of absence shall be entitled to return from such leave and shall be assigned to the same position, or a substantially equivalent position, if a vacancy exists, provided always that the teacher is able and qualified to perform the duties required by the position.

ARTICLE X
Leave of Absence
Page 2

C. A leave of absence without pay may be granted upon application for the following purposes:

- (1) When personal illness extends beyond the period compensated under Article VIII.
- (2) When a teacher is inducted for military duty in any branch of the armed forces of the United States for a length of time equal to the duration of his induction period.
- (3) When a sabbatical leave is granted to a fully certified teacher for professional improvement through research, travel, education or through professional or political appointment or election under the following conditions:
 - (a) A teacher must have been employed for seven consecutive years in the district.
 - (b) No more than one teacher in the district shall be absent on sabbatical leave at any one time.
 - (c) The teacher shall agree to remain in the employ of the district for a period of not less than one (1) year following his return.
 - (d) Leave is without accrual of sick leave.
 - (e) Tenure in the district shall determine priority in case of multiple requests and in case tenure is equal, then order of request will take precedence.

- D. Any teacher who is pregnant during the school year shall terminate her services with the Board not later than the end of the fifth (5th) month of pregnancy unless extended by mutual agreement of the Board and the teacher.
- (1) A physician's recommendation concerning the extension of the teaching duties beyond the 5th month will provide guidance and be given due consideration by both parties.
 - (2) It shall be the duty and the responsibility for the teacher to notify the administration of pregnancy. Notification of pregnancy shall be filed, with a physician's statement if requested, as soon as possible following the third month of pregnancy.
 - (3) The Board shall grant a leave of absence for maternity reasons to tenure teachers or probationary teachers who have been approved for tenure upon written request for a leave, and upon proper certification of pregnancy by the teacher's physician.
 - (4) In the event of a miscarriage prior to the contracting of a replacement, the sick leave provision of the agreement shall apply.
 - (5) A teacher may make written application to the Superintendent for reinstatement prior to the expiration of the leave granted by the Board in cases of still birth or miscarriage, however, the Board reserves the right in their sole discretion to approve accelerated termination of maternity leave on the basis of each individual case.

ARTICLE X
Leave of Absence
Page 4

D. (Continued)

- (6) Failure to return from a maternity leave on the date specified in said leave or application (Schedule 2) shall be conclusively deemed a resignation.
- (7) Failure to apply for a maternity leave as hereinabove specified may result in termination of employment.

ARTICLE XI

Teacher Protection

A. Reduction of Staff

(1) Seniority

- (a) New employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act.
- (b) The term seniority as hereinafter used shall be length of continuous service with Belding Area Schools.
- (c) Leave of absence granted pursuant to this contract shall not constitute an interruption in continuous service. Credit given for outside teaching experience in other school districts shall not be considered for the purpose of accumulating seniority, but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act.
- (d) Seniority within the school system shall first be determined by certification as approved by the Department of Education of the State of Michigan, and shall secondly be determined by years of continuous employment in grades K-4, grades 5-8 and by subject matter in grades 9-12.

(2) Lay Off Procedure

If, in the judgment of the Board, conditions make necessary a reduction in the education program and, therefore, a resultant reduction in personnel, the following procedure will be used:

- (a) Probationary employees will be laid off first where any teacher who has acquired any seniority and whose position has been curtailed is certified and qualified to perform the services of the probationary teacher.
- (b) In the event seniority teachers must be laid off, lay off will be on the basis of seniority within classification and knowledge, skill and efficiency on the job. It is understood that the executive committee of the Association shall have the right to review the lay off list prior to notification of the individuals to be laid off.

ARTICLE XI
Teacher Protection
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(3) Recall

- (a) Seniority teachers shall be recalled in reverse order to layoff for new positions opening for which they are certified and qualified.
- (b) The recall list shall be maintained by the Board for a period not to exceed two (2) years. Thereafter, a teacher shall lose his right to recall.

B. Assault on a Teacher

- (1) Any case of assault upon a teacher, who is acting in an official school capacity, shall be promptly reported to the Board through the Superintendent or his designated representative. The Board will provide all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- (2) If it has been determined that the teacher has not been at fault, time lost by a teacher in connection with the disposition of any incident mentioned in this article shall not be charged against the teacher for the balance of the contract year during which the incident occurred.

ARTICLE XII

Negotiation Procedures

- A. During the professional negotiations leading up to this Agreement each party has the right to make proposals and bargain on all bargainable matters. This contract contains the entire agreement of the parties. During its life each party agrees that the other will not be required to engage in further bargaining on any matter, whether covered herein or not, except for matters which are subject to professional grievance negotiations as provided in Article XIII.
- B. Notwithstanding the foregoing paragraph, it is agreed that any teacher, the Association or the Board shall have the right during the term of this Agreement to bring matters, not covered herein but of common concern, to the attention of the Administrative Staff or to the Professional Study Committee of the Association for its study and recommendations, it being understood that no such matters shall become the subject of arbitration or mediation.

ARTICLE XIII

Grievance Procedure and Arbitration

- A. A claim by a teacher or the Association, that there has been a violation, misinterpretation or misapplication of any provision of this agreement may be processed as a grievance as hereinafter provided.

- B. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance.

- C. An individual employee may present a grievance to the Board or its designated representative without the intervention of the Association or its representatives, as long as any adjustment is not inconsistent with the terms of this Agreement.

- D. Within five (5) working days of the time a grievance arises, the employee will present the grievance to his principal during non-working hours. Within four (4) working days after presentation of grievance, the principal shall give his written answer to the employee.

- E. If the grievance is not resolved in Part D, the employee may, within four (4) working days of receipt of principal's answer, submit to the assistant superintendent a signed, written "Statement of Grievance". A copy shall be given to the principal involved at the same time. The "Statement of Grievance" shall name the employee involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the

ARTICLE XIII

Grievance Procedure and Arbitration

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Association with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee involved.

The assistant superintendent or his designated representative shall give the employee an answer in writing no later than four (4) working days after receipt of the written grievance. If further investigation is needed, additional time may be allowed by mutual agreement of the assistant superintendent and the Association.

- F. If the grievance is not resolved in Part E, the superintendent and/or other representatives of the Board and representatives of the Association shall meet within a reasonable time, not to exceed one (1) week unless a longer time is mutually agreed upon between the parties, after working hours, to discuss the grievance.
- G. If the Board, the aggrieved teacher and the Association shall be unable to resolve any grievance, and it shall involve an alleged violation of a specific article and section of this agreement, it may within ten (10) days after the decision of the Board, be appealed to the mediation and fact finding procedures established by Act 379, P.A., 1965. Such appeal shall be in writing and shall be delivered to the Labor Mediation Board and the Board of Education within said ten (10) day period.
- H. If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Part F or G, above, either the Board or the Association shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with

ARTICLE XIII

Grievance Procedure and Arbitration

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the rules of the American Arbitration Association. Such appeal must be taken within fifteen (15) days from the date of the meeting provided for in Part G above.

I. Any grievance not advanced to the next step by the Association within the time limits in that step, or if not time limit is specified within two (2) working days, shall be deemed abandoned. Time limits may be extended by the Board and the Association in writing, then the new date shall prevail.

J. Powers of the Arbitrator. It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

(1) He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

(2) He shall have no power to rule on any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher's Tenure Act (Act IV Public Acts, extra session, of 1937 of Michigan, as amended).

K. Both Parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

ARTICLE XIII
Grievance Procedure and Arbitration
Page 4

- L. The fees and expenses of the arbitrator shall be shared equally by the Board and the party or parties requesting arbitration. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
- M. Claims for Back Pay. All grievances must be filed in writing within five (5) working days from the time the alleged violation was to have occurred. The Board shall not be required to pay back wages more than five (5) working days prior to the date a written grievance is filed.
- (1) All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned.
- (2) No decision in any one case shall require retroactive wage adjustment in any other case.
- N. This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. Individual teacher contracts shall be made expressly subject to the terms of this Agreement.
- O. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XIV

- A. Successor: Negotiations for a successor to this contract shall begin no later than March 15, 1972, or earlier at any date agreeable to both parties.
- B. Duration of Agreement: This Agreement, as modified and controlled by the Economic Stabilization Act of 1970 and Presidential Executive Order No. 11615, (wage-price freeze) or any additions, supplements or amendments thereto, shall be effective as of August 30, 1971, and shall continue in effect through June 30, 1972. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

By: *Lyndene C. Steffed*
President

By: *Victor Nicholson*
Secretary

BELDING AREA EDUCATION ASSOCIATION

By: *Byron K. Dancy*
President

By: *Gayla Kay Robinson*
Secretary

BELDING AREA SCHOOLS
Belding, Michigan

SCHEDULE A
TEACHER SALARY SCHEDULE
1971-72

Provisional, Permanent or Continuing Certificate Required

S T E P	Bachelors Degree		Masters Degree		Specialist Degree or Second MA in Cognate to Teaching Field	S T E P
	BA	BA + 18	MA	MA + 15		
1	7,700	8,000				1
2	7,900	8,200	8,500			2
3	8,300	8,625	8,950			3
4	8,700	9,050	9,400			4
5	9,100	9,475	9,850			5
6	9,500	9,900	10,300			6
7	9,900	10,325	10,750	11,175	11,600	7
8	10,300	10,750	11,200	11,650	12,100	8
9	10,700	11,175	11,650	12,125	12,600	9
10		11,600	12,100	12,600	13,100	10
11		12,025	12,550	13,075	13,600	11
12		12,450	13,000	13,550	14,100	12

COMPUTED SALARY

Name of Teacher _____

Basic Salary _____

Extra Assignments	Base 7,700	Base

Total Salary _____

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SCHEDULE B

Adult Diploma Program

Salary Schedule

Teachers will be paid the sum of .080 per hour for teaching and supervision of the "Adult Diploma" program.

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SCHEDULE C

Teacher Salary Schedule

Athletics

<u>Assignments</u>	<u>Percentage</u>
Athletic Director	12%
Varsity Football and Basketball	11%
Varsity Wrestling	10%
Varsity Track and Baseball and Assistant Wrestling, Football and Basketball	6%
Cross Country, Tennis, Golf, Assistant Track and Baseball and Jr. Hi Football and Basketball	5%
Cheerleaders, including Pep Club	5%
Girls Athletic Association	1%

The percentage shown will be applied to the starting salary at the Bachelor Degree level plus pay increments, provided, however, that the number of increments used to determine this pay will be equal to the number of years of coaching experience that the coach has had in that particular sport or in the case of the Athletic Director, his years of experience as an Athletic Director.

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SCHEDULE D

Teacher Salary Schedule

Extra Assignments

The Board of Education recognizes the value of providing students an opportunity to express and develop individual interests that are not satisfied by the confines of the regular school program. The development of interests not only helps students to become well adjusted adults but also helps to form good attitudes towards school in general.

The Board of Education, therefore, encourages the organization of student activity groups and authorizes the formation and organization of such groups subject to the approval of building principals.

Student activity groups are under the general supervision and jurisdiction of building principals. The building principal is responsible for the selection of teacher-sponsors for these groups and also has the authority to change teacher-sponsors if, in his judgment, there is a need to do so. The building principal is further authorized to direct the discontinuance of any student activity which in his opinion has ceased to function as an effective group.

Teacher-sponsors should at all times be mindful of the general purposes of student activity groups as set forth by the Board of Education. At

Extra Assignments

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the same time, they should have certain responsibilities to their groups which are more specific in nature. At the beginning of the year they should insist that their group establish its goal for the year and lay plans as to how these goals will be accomplished. They are to supervise all meetings and activities or make adequate provision for the same subject to the approval of the building principal. Student activity groups provide an opportunity for teachers to work on a more personal basis with students, helping them to find a way to express themselves individually in an acceptable way; helping some, perhaps, to gain the respect of their fellow students while helping others to have respect for their fellow students. Teacher-sponsors should strive to build or maintain an interesting and active group and should seek the help of their building principal should a group seem to be having difficulty in this respect.

Pay for teacher-sponsors will be determined by applying percentage rates to the beginning salary for teachers at the Bachelor's Degree level. The building principal will determine the classification of new student groups and the pay status of the teacher-sponsors assigned to new groups for the first year. If, in the opinion of the building principal, the groups should continue for another year, the pay status of the teacher-sponsor will be subject to negotiation. Teacher-sponsors will be paid on a lump-sum basis at the end of the school year after having filed year end reports as may be required by the building principals.

Student activity groups are categorized as follows:

Special Interest Groups

These groups are open to students regardless of their courses of study and strictly on the basis of whether they would like to pursue a particular interest. The groups generally meet once or twice a month with some extra group activities during the course of the school year.

Chess Club	Future Teachers
Drama Club	Radio Club
Future Nurses	Future Business Leaders of America
Teacher-Sponsor pay:	1%

Honor Clubs

These groups are open only to students of outstanding achievement as defined by the charter of by-laws of each organization. The groups should meet once or twice a month and conduct some extra group activities during the course of the school year.

National Honor Society	
Varsity Club	
Teacher-Sponsor Pay:	1%

Student Production Groups

These groups offer students the opportunity to develop poise and confidence in front of an audience and satisfy desires to obtain recognition of individual talents and individual abilities to act and perform. Teacher-sponsors are responsible for the total production from

Extra Assignments

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the point of selecting plays, conducting try-outs, scheduling, directing and supervising practice sessions, providing proper care of properties and at all times striving for quality productions.

Class Plays

Teacher-Sponsor Pay: 4%

Variety Show

Teacher-Sponsor Pay: 2%

Service Groups

These groups provide an opportunity not only for individual recognition but also for students to develop a feeling for the importance of providing a service to others. These groups perform a function for the school and there is some variation in time requirements and responsibilities placed upon teacher-sponsors in helping groups to fulfill this function.

Safety Patrol

Teacher-Sponsor Pay: 2%

Service Squad

Teacher-Sponsor Pay: 1%

Teacher-sponsors for Service Squad and Safety Patrol groups are responsible for setting up work schedules for group members, providing daily supervision over their activities, holding regular group meetings and organizing and supervising some recreational and "Moral building" activities for the group.

Student Council

Teacher-Sponsor Pay: 4%

Assistant 1%

Teacher-sponsors for the Student Council have a great deal of responsibility in helping this group to perform its function for the school, especially in the exercise of good judgment. The Student Council is the main arm of student government. Its role is one of representing the voice of the student body, providing good leadership for the student body, acting as a model of democracy and still operating within the scope allowed it by the school administration.

Co-Curricular Groups

Teacher-sponsor duties are similar to the duties of teacher-sponsors of special interest groups. These groups are open in membership only to those students who are enrolled in a particular class or course of study.

Spanish Club

French Club

Teacher-Sponsor Pay: 1%

Future Homemakers of America

Teacher-Sponsor Pay: 3%

This group has several types of meetings, either local or regional or state on a frequency basis of about once a week. There are several extra activities of the group that are conducted throughout the school

year and a three day Summer Leadership Conference.

Future Farmers of America

This group is tied in so closely with the curriculum in the Agriculture Department that the pay for the regular teaching assignment is considered to include pay for the sponsorship of this group.

Academic Classes

These groups are self explanatory. The responsibility and demands on the time of teacher-sponsors seem to increase, however, the higher the academic grade level and particularly for the 11th and 12th grade classes where the teacher-sponsors become involved in magazine sales, proms or details and activities dealing with graduation.

Assistants should work closely with the regular teacher-sponsor so as to become familiar with the details and activities of the class, assist the teacher-sponsor and take his place when he is unable to be present.

9th Grade Class

Teacher-Sponsor Pay: 1%

10th Grade Class

Teacher-Sponsor Pay: 1%

11th Grade Class

Teacher-Sponsor Pay: 3%
Assistant 1%

12th Grade Class

Teacher-Sponsor Pay: 3%
Assistant 1%

Extra Assignments
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Pay for other special assignments are as follows:

Guidance Director	7%
Director of Homemaking	4%
Coordinator of Music K-12	5%
Department Chairman	4% and 2%
Independent Study	1% per student per semester (maximum 2 students)
Jr.-Sr. High School Director of Bands	10%
Assistant Jr.-Sr. High School Band Director	4%
Vocal Music Director	3%
Special Education	8%
Debate Coach	4%
Noon Hour Supervision, Elementary	7%
Noon Hour Supervision, Secondary	12%
Noon Hour Recreation	4%
Elementary Recreation	7%
Rural School Assignment less than six rooms	2%
Teacher Excuse Writers	1.5%
Yearbook Sponsor	10%
Driver Education Coordinator	3.5%

Teachers supervising student teachers will be paid whatever the sending institution pays up to a maximum of 4% for each equivalent full-time student under their supervision for a full school year.

_____ School District
GRIEVANCE REPORT

- Distribution of form
1. Superintendent
2. Principal
3. Association
4. Teacher

Submit to Principal in Duplicate

Building	Assignment	Name of Grievant	Date Filed
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STEP I

A. Date Cause of Grievance Occurred _____

B. Statement of Grievance and Relief Sought _____

Signature Date

C. Disposition by Principal _____

Signature of Principal Date

D. Grievant and/or Association Position _____

Signature Date

STEP II

A. Date Received by Assistant Superintendent _____

B. Disposition by Assistant Superintendent _____

Signature Date

C. Position of Grievant and/or Association _____

D. Date _____ Signature _____

STEP III

A. Date received by Superintendent and/or Board of Education _____

B. Disposition by Board _____

_____	_____
Signature	Date

C. Position of Grievant and/or Association _____

D. Date _____ Signature _____

STEP IV

A. Date submitted to Labor Mediation Board and Board of Education _____

B. Disposition by Mediation Board _____

C. Date of Decision _____ Signature _____

STEP V

A. Date submitted to Arbitration _____

B. Disposition of Grievance _____

C. Date of Decision _____

Signature of Arbitrator _____

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Schedule 2

LEAVE OF ABSENCE REQUEST AND APPROVAL FORM

(To be filled out in triplicate -
one copy to Superintendent
one copy to teacher
one copy to Association President)

To be completed by the teacher:

1. Name _____
2. Date _____
3. Building _____
4. Teaching Assignment(s) _____
5. Reason for request for leave _____

Teacher Signature

To be completed by the superintendent:

1. Date Board authorized _____
2. Date leave effective _____
3. Current salary step _____
4. Date of expiration of leave _____
5. Date of renewal of leave _____
6. Type of leave granted under Section B, Article X _____
7. Type of leave granted under Section C, Article X _____
8. Doctor's statement required and/or attached _____

Signature for Board

BELDING AREA SCHOOLS
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ASSIGNMENT TRANSFER REQUEST

(Date)

I respectfully desire to be considered for transfer to

_____ at _____
(Assignment) (Building)

if and when a vacancy occurs for the following reasons:

(Signature)

Building Principal Sign and Forward
to Assistant Superintendent's Office

SCHOOL CALENDAR 1971-72

August 30	Pre-school conferences - new teachers only
August 31	Pre-school conferences - all teachers
September 1	First day of school for students
September 6	Labor Day - no school
November 4-5	Parent-Teacher Conferences
November 25-26	Thanksgiving Vacation
December 23	Christmas vacation begins at 11:30
January 3	School reconvenes for classes
January 21	Semester ends - Teacher workday
March 3	PTC - Elementary Inservice - H.S.
March 31	Good Friday - Spring vacation begins
April 10	School reconvenes for classes
May 29	Memorial Day - no school
June 8	Last day of classes - school dismissed 11:30
June 9	Last day of school for teachers - Record day

Attendance Days	181
Returning teacher contract days	187½
New teacher contract days	188½

THE CODE OF ETHICS
OF THE
EDUCATION PROFESSION

Preamble

We, professional educators of the United State of America, affirm our belief in the worth and dignity of man. We recognize the supreme importance of the pursuit of truth, the encouragement of scholarship, and the promotion of democratic citizenship. We regard as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. We affirm and accept our responsibility to practice our profession according to the highest ethical standards.

We acknowledge the magnitude of the profession we have chosen, and engage ourselves, individually and collectively, to judge our colleagues and to be judged by them in accordance with the applicable provisions of this code.

Principle I
Commitment to the Student

We measure success by the progress of each student toward achievement of his maximum potential. We therefore work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals. We recognize the importance of cooperative relationships with other community institutions, especially the home.

In fulfilling our obligations to the student, we --

1. Deal justly and considerately with each student.
2. Encourage the student to study varying points of view and respect his right to form his own judgment.
3. Withhold confidential information about a student or his home unless we deem that its release serves a professional purpose, benefits the student, or is required by law.
4. Make discreet use of available information about the student.
5. Conduct conferences with or concerning students in an appropriate place and manner.
6. Refrain from commenting unprofessionally about a student or his home.
7. Avoid exploiting our professional relationship with any student.
8. Tutor only in accordance with officially approved policies.
9. Inform appropriate individuals and agencies of the student's educational needs and assist in providing an understanding of his educational experiences.
10. Seek constantly to improve learning facilities and opportunities.

Principle II
Commitment to the Community

We believe that patriotism in its highest form requires dedication to the principles of our democratic heritage. We share with all other citizens the responsibility for the development of sound public policy. As educators, we are particularly accountable for participating in the development of educational programs and policies and for interpreting them to the public. In fulfilling our obligations to the community, we --

1. Share the responsibility for improving the educational opportunities for all.
2. Recognize that each educational institution may have a person authorized to interpret its official policies.
3. Acknowledge the right and responsibility of the public to participate in the formulation of educational policy.
4. Evaluate through appropriate professional procedures conditions within a district or institution of learning, make known serious deficiencies, and take any action deemed necessary and proper.
5. Use educational facilities for intended purposes consistent with applicable policy, law, and regulation.
6. Assume full political and citizenship responsibilities, but refrain from exploiting the institutional privileges of our professional positions to promote political candidates or partisan activities.
7. Protect the educational program against undesirable infringement.

Principle III
Commitment to the Profession

We believe that the quality of the services of the education profession directly influences the future of the nation and its citizens. We therefore exert every effort to raise educational standards, to improve our service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. Aware of the value of united effort, we contribute actively to the support, planning, and programs of our professional organizations.

In fulfilling our obligations to the profession, we --

1. Recognize that a profession must accept responsibility for the conduct of its members and understand that our own conduct may be regarded as representative.
2. Participate and conduct ourselves in a responsible manner in the development and implementation of policies affecting education.
3. Cooperate in the selective recruitment of prospective teachers and in the orientation of student teachers, interns, and those colleagues new to their positions.
4. Accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities, and support them when unjustly accused or mistreated.
5. Refrain from assigning professional duties to non-professional personnel when such assignment is not in the best interest of the student.

6. Provide, upon request, a statement of specific reason for administrative recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
7. Refrain from exerting undue influence based on the authority of our positions in the determination of professional decisions by colleagues.
8. Keep the trust under which confidential information is exchanged.
9. Make appropriate use of time granted for professional purposes.
10. Interpret and use the writings of others and the findings of educational research with intellectual honesty.
11. Maintain our integrity when dissenting by basing our public criticism of education on valid assumptions as established by careful evaluation of facts or hypotheses.
12. Represent honestly our professional qualifications and identify ourselves only with reputable educational institutions.
13. Respond accurately to requests for evaluations of colleagues seeking professional positions.
14. Provide applicants seeking information about a position with an honest description of the assignment, the conditions of work, and related matters.

Principle IV

Commitment to Professional Employment Practices

We regard the employment agreement as a solemn pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. Sound professional personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect.

In fulfilling our obligations to professional employment practices, we --

1. Apply for or offer a position on the basis of professional and legal qualifications.
2. Apply for a specific position only when it is known to be vacant and refrain from such practices as underbidding or commenting adversely about other candidates.
3. Fill no vacancy except where the terms, conditions, policies and practices permit the exercise of our professional judgment and skill, and where a climate conducive to professional service exists.
4. Adhere to the conditions of a contract or to the terms of an appointment until either has been terminated legally or by mutual consent.
5. Give prompt notice of any change in availability of service, in status of applications, or in change in position.
6. Conduct professional business through the recognized educational and professional channels.
7. Accept no gratuities or gifts of significance that might influence our judgment in the exercise of our professional duties.
8. Engage in no outside employment that will impair the effectiveness of our professional service and permit no commercial exploitation of our professional position.