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OFFICE OF PROFESSIONAL NEGOTIATIONS  
Michigan Education Association

66-69  
FILE

*Benton Harbor*

Benton Harbor Area Schools

MEA  
1216 Kendale  
E. Lansing, MI  
48823

AGREEMENT  
between the  
BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF BENTON HARBOR  
and the  
BENTON HARBOR EDUCATION ASSOCIATION

This Agreement entered into this 31st day of August, 1966 by and between the Board of Education of the School District of the City of Benton Harbor, Michigan, hereinafter called the "Board," and the Benton Harbor Education Association, hereinafter called the "Association."

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Benton Harbor is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize,

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

## ARTICLE I

### Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1960, for all certified professional personnel, including personnel on tenure, probation, classroom teachers, guidance counsellors, librarians, school psychologists and social workers, speech and hearing therapists, visiting teachers and teachers of the housebound or hospitalized, school nurses if certified, employed or to be employed by the Board, but excluding the Superintendent, assistant superintendents, principals and assistant principals, directors, supervisory and executive personnel, office, clerical and maintenance personnel.

- a. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined.
- b. The term "Board" shall include its officers and agents.

## ARTICLE II

### Teacher's Right

A. Recognizing that the education of children is the basic reason for establishment and operation of our public school system, the Benton Harbor Education Association agrees that no strike, as defined under Act 379 of the Michigan Public Acts of 1965, will be voted, condoned, authorized or undertaken by its members within the life of this contract. If the Association disclaims in writing to the Board any responsibility for any cessation of professional services and directs its members in writing to resume their normal duties, it shall not be liable in any way. Any teacher engaging in a strike, authorized or unauthorized by the Benton Harbor Education Association, in the School District of the City of Benton Harbor will be subject to dismissal according to statutory provisions.

B. Teachers shall have the right to join any teachers organization, but membership in a teachers organization shall not be required as a condition of employment.

C. Each teacher shall have the right upon request to review the contents of his own personal files maintained at the teacher's school or at the Administration Building. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The review shall be made in the presence of the Administrator responsible for the safekeeping of these files.

D. Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from review. The administrator shall remove these credentials from the file prior to a review of the file by the teacher.

E. All communications, including evaluations by the School District of the City of Benton Harbor administrators, commendations and validated complaints directed toward the teacher which are included in the personnel file, shall be called to the teacher's attention at the time of inclusion.

F. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The religious or political activities must be engaged on the teachers' own time or on school time as may be agreed upon between the Board and the teacher.

G. Nothing contained herein shall be construed to deny or restrict any teacher rights he may have under the Michigan General School Laws or applicable Civil Service laws and regulations.

## ARTICLE III

### School Board Rights

A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and/or the United States, including, but without limiting the generality of the foregoing: the management and the control of school properties, facilities, grades and courses of instruction, athletic and recreational programs, methods of instruction, materials used for instruction, and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel.

The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this agreement.

## ARTICLE IV

### Teaching Conditions

A. Teachers in the High School and Junior High Schools shall report to assigned place of duty no later than 8 a.m. Teachers in the Elementary schools shall report to assigned place of duty no later than 15 minutes before tardy bell for students in the morning and at noon.

Teachers shall remain at assigned place of duty 25 minutes after the bell sounds dismissing students from school for the day, unless excused by the building principal.

Teachers may leave the buildings on Friday and the day preceding a holiday when students have been properly dismissed.

Modifications to the above time schedule may be made by the principal when necessary, provided such modification does not lengthen the teachers normal working day.

B. Mondays will be reserved for teacher organization meetings. Teachers may leave after all students are properly dismissed from building to attend such scheduled meetings.

C. The teachers recognize a responsibility to their students and the performance of duties that involve the expenditure of time beyond the teachers normal day.

D. Therefore, teachers shall perform such reasonable duties as shall be assigned to them by their supervisors including staying after school to attend building meetings called by the school principal, department meetings, and/or vertical coordination meetings, attendance at evening meetings such as P.T.A. meetings or equivalent, PESA meetings and open house and parent-teacher conferences, preparation for and supervision of extra curricular student activities and functions.

E. Regular faculty meetings shall be scheduled at the beginning of the year subject to cancellation if unnecessary. Faculty meetings will be as brief as possible and such meetings shall commence immediately after dismissal time and end by 5:00 p.m. Other meaningful meetings may be called as necessary on 48 hour notice, except an emergency.

F. Teachers shall not be required to report in advance of the regular reporting date for teachers in September according to the adopted school calendar, nor be required to remain after the regular closing date for school in June according to school calendar, unless compensated for same.

G. In no case shall teachers be required to report for assigned work in excess of 190 days or less than 17 days in a school year. Regular paid holidays are included.

H. It is recognized as the established policy of the Board that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, physical education and athletic equipment, current periodicals, standard tests and questionnaires are the present tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools. It is the purpose of the Board to at all times keep the schools reasonably and properly equipped and maintained.

I. Telephone facilities shall be made available to teachers for their reasonable use for professional and/or emergence purposes.



~~CONFIDENTIAL~~  
revised parts

FSA C

Multi-year contracts  
negotiated aspects  
(provision, i.e. loss size,  
as well as salary for  
current year)

Could Field Reps help  
out Research & PW by  
pursuing above?

J. Adequate parking facilities, where possible, shall be made available to teachers.

K. Teachers shall be entitled to a duty-free lunch period of at least 30 minutes except in cases where special class teachers have lunch and noon supervision as a part of their normally assigned duties.

L. The Board shall make available in each school adequate lunch-room and restroom facilities, when money and conditions permit, for teachers use; and it shall be appropriately furnished.

#### Class Size

A. The Board will make a continuing effort to reach recommended standards in class size, providing all factors, such as adequate facilities, availability of qualified teachers, and school district growth, will be considered in making this effort.

It is mutually agreed that this item will be discussed in negotiations prior to the 1967-68 school year. *J. J. J.*

#### Teaching Loads and Assignments

A. Each secondary teacher shall have a duty free, uninterrupted planning period. The planning period shall be equal in length to a regular class period. A teacher shall not be asked to substitute for an absent teacher during his planning period except only occasionally and for good reason.

The normal daily teaching load in the elementary schools will be 5-1/2 hours per day.

B. Teachers will be assigned within their area of competence and shall not be assigned, except temporarily or for good cause, outside the scope of their teaching certificates or their major or minor fields of study.

C. Teachers who will be affected by a change in grade assignment in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals as soon as practical prior to June 1 and provided notice may come after such date when circumstances arising necessitate further changes in assignment. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such change.

D. Teachers may request changes in subject assignments providing they hold academic qualifications. When requesting a change the teacher will deliver a request in writing to his supervisor if the transfer is within the building, or to the Director of Personnel, if in another building. Teacher may request and receive a conference within 10 school days.

## ARTICLE V

### Use of School Facilities

A. All professional teacher organizations shall have the right to use school buildings if available after working hours until 6:00 p.m. without cost. At any other time, after arrangements with the building principal, these organizations may schedule the use of school buildings for other than fund raising purposes, where admissions, donations or collections are taken, at no cost, by request to the Business Office and subject to the rules and regulations governing such use.

#### B. BULLETIN BOARDS:

The Board will provide a bulletin board for teacher organization use in non-work, non-public areas. Such bulletin boards may be used by the Association and other teacher organizations; Provided, 1) All material posted shall relate to the official business of the **Association** or other teacher organizations (e.g. notice of meetings, social events, announcements); 2) No posted material shall at any time contain scurrilous or slanderous matter or any reference to any member of the School Board or administration by name or office; 3) All material posted shall be signed by an official of the Association or other teacher organization. The Board shall have the right to withdraw the use of bulletin boards from the Association or any other teacher organization whose use of the bulletin board is contrary to the above provisions and the Board's right to withdraw such use shall not be forfeited by any claim of prior practice.

C. MAIL BOXES:

The Association and other teacher organizations may make use of faculty boxes in buildings where such exist: Provided, 1) All material placed in the school mail system shall relate to the official business of the Association or other teacher organizations (e.g. notices of meetings, social events, announcements) 2) No material placed in any school mailsystem shall contain scurrilous or slanderous material or any reference to any member of the School Board or administration by name or office; 3) All material placed in the school mail system shall be signed by an official of the Association or other teacher organization. The Board shall have the right to withdraw the use of faculty mail boxes from the Association or other teacher organization whose use of the mail boxes is contrary to the above provisions and the Board's right to withdraw such use shall not be forfeited by any claim of prior practice.

ARTICLE VI

Professional Compensation

A. The salaries of teachers covered by this agreement are set forth in Schedule A and B which are attached to and incorporated in this Agreement. Such salary schedule to be negotiated for each year of this contract.

SCHOOL DISTRICT OF THE CITY OF BENTON HARBOR  
 400 Pipestone Street  
 Benton Harbor, Michigan

SALARY SCHEDULE - 1966-67

Exp.	Non Degree		AB Degree		AB Degree + 15 Sem. Hrs. Grad. Cred.		MA Degree		MA Degree + 15 Sem. Hrs. Grad. Cred.		Ed.S Ed.D PHD
	Index	Degree	Index	Degree	Index	Degree	Index	Degree	Index	Degree	
0	1.00	4350	1.04	5400	1.08	5616	1.12	5832	1.16	6048	6264
1	1.06	4463	1.10	5724	1.14	5940	1.18	6156	1.22	6372	6588
2	1.12	4576	1.16	6048	1.20	6264	1.24	6480	1.28	6696	6912
3	1.18	4689	1.22	6372	1.26	6588	1.30	6804	1.34	7020	7236
4	1.24	4802	1.28	6696	1.32	6912	1.36	7128	1.40	7344	7560
5	1.30	4915	1.34	7020	1.38	7236	1.42	7452	1.46	7668	7884
6	1.36	5028	1.40	7344	1.44	7560	1.48	7776	1.52	7992	8208
7	1.42	5141	1.46	7668	1.50	7884	1.54	8100	1.58	8316	8532
8	1.48	5254	1.52	7992	1.56	8208	1.60	8424	1.64	8640	8856
9	1.54	5367	1.58	8316	1.62	8532	1.66	8748	1.70	8964	9180
10	1.60	5480	1.64	8640	1.68	8856	1.72	9072	1.76	9288	9504
11		5593			1.74		1.78	9396	1.82	9612	9828
12		5706			1.80		1.84	9720	1.88	9936	10,152

Policy includes 10 days sick leave per year without limit of accumulation of un used days.  
 Credit for up to 8 years previous experience is allowed.

SALARY SCHEDULE

(3)

Extra Pay    Extra Work

Positions - Athletic

Pay

1. Junior High Athletic Coordinator and Equipment Manager	\$ 275.00
2. Cross Country, Golf, Tennis, Assistant Track Junior High Track, Jr. High Assistant Football in 7,8,9 and Jr. High Assistant Basketball in 7, 8 and 9	300.00
3. 9th Grade Head Football and Basketball	350.00
4. Baseball, Track, Equipment Manager - High School	500.00
5. High School Assistant Football - other than varsity	600.00
6. Varsity Assistant Football, Varsity Assistant Basketball	650.00
7. Head Football, Basketball and High School Athletic Director	1,100.00
8. K-8 school Softball, Basketball - each	150.00
9. Athletic Director, High School	1,500.00

Positions - Other:

1. Guidance Director - High School	820.00
2. Guidance Director - Jr. High with 3 or more counselors	400.00
3. Guidance Personnel - 2 extra weeks work	400.00
4. High School Librarian - 2 extra weeks work	400.00
5. Dean of Girls	820.00
6. Director of Cheerleaders	250.00
7. Instrumental Music Coordinator	1,000.00
8. Dramatics	500.00
9. Greybric - Year Book -- Director	750.00
"      "      "      -- Asst. Director	700.00
10. Junior High Year Book	400.00
11. Vocal Music (High School Musical)	500.00
12. Student Council - High School Advisor	250.00



B. TRAVEL ALLOWANCE:

1) In the event it is necessary for any teacher to use his own automobile in pursuance of assigned school duties, he shall be reimbursed at the rate of 10¢ (ten cents) per mile from his home school. If travel is between several schools of the district an additional 10% of the total monthly allowance will be paid for such travel. This may be used as a basis to determine a flat monthly allowance, after consultation with the teacher.

2) Teachers traveling on trips connected with the School District of the City of Benton Harbor and approved by the administration will be paid actual reasonable expense for meals and lodging when bills are submitted to the Business Office for payment. Where two or more teachers are attending the same meeting car mileage will be allowed on only one (1) car unless there are unusual circumstances in the judgment of the administration.

C. Checks will be issued to all certified employees on a 26-pay basis. The amount to cover the 21st to 26th check will be issued as the final pay check at the end of the teachers school year if a written notice signed by the teacher is submitted to the Business Office 30 days before the close of the teachers school year.

## ARTICLE VII

### Vacancies and Promotions

#### A. Transfers

1. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and provide for appropriate posting in every school building. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least five working days. Teachers desiring a transfer for a position that may be open during the summer recess should get a transfer or application on file with the personnel office prior to the closing of the school term. The Board will notify the Association and will make reasonable effort to notify each teacher requesting a transfer.

2. Although the Board and the Administration recognize that frequent transfers of teachers from one school to another is disruptive of educational process and interferes with optimum teacher performance, they also recognize that some transfers for administrative purposes and to insure a fair distribution of experienced and qualified teachers throughout the system will be necessary.

3. Members of the staff will be assigned by the Superintendent of Schools.

In filling vacancies, the Board agrees to give due consideration to the professional background and attainments of all applicants, the length of time each has been in a school of the district, and other relevant factors. An applicant with less service in the system may not be awarded a position

unless his qualifications therefore shall be superior to applicants with greater service.

"Service" in the system, for purposes of this Agreement, shall mean continuous employment in the district, including a substitute teacher who replaces a regular teacher for a period of a semester for which they would receive one-half year's credit for teaching experience.

B. Administrative Positions:

1. The Board and Association mutually agree on the wisdom of promotions from within its own teaching staff to administrative positions. The Board agrees to give preference to applicants from the staff when qualifications and general ability seem, in the opinion of the administration, to be equal to outside applicants. It is agreed that final selection of administrators remain the responsibility of the Board.

2. Teachers are encouraged to file a letter, prior to posting, with the School Personnel Office indicating the transfer or type of administrative position to which he aspires.

Any teacher new to the system shall serve at least one year probation.

C. Leave Pay:

Temporary leave of absence of ten (10) school days each year will be granted any full-time certified employee of the School District of the City of Benton Harbor without loss of pay and according to the following provisions:

That such absence shall be for one of the following reasons:

1. Personal illness or quarantine.
2. Illness in the immediate family\*
3. Death in family other than immediate family as defined (maximum five (5) days).
4. Marriage of a child of an employee (maximum of two (2) days).
5. Personal business days.

\*Immediate Family Definition:

Immediate Family shall include employee's spouse, children, parents, or foster parents, parents-in-law, brothers, sisters, also in-laws and/or any other person for whose financial or physical care he is principally responsible.

Unused days of sick leave shall be accumulative without limit. A written statement from the office of the Business Manager stating the sum total of accumulated days of sick leave accrued by a full-time employee shall be given to each employee during September of each school year.

E. Personal Business Leave:

Two (2) days of the ten (10) days sick leave shall be allowed for Personal Business per year, after the first six (6) months of employment. Personal Business Days are non-cumulative.

Personal Business days shall not be granted immediately before or after holidays or vacations.

Request for personal business days must be in writing and have the approval of the building principal and the Assistant Superintendent for Personnel.

Request for personal business days must be submitted in writing at least one week before the intended date of absence. Emergency requests will be given consideration and granted as soon as possible.

It is understood that personal business days are to be used for those activities which cannot normally be taken care of after regular school hours.

E. Violation of Leave of Absence Provisions:

Willful violation of any of the provisions relating to leaves of absence by any employee, or the willful making of a false report regarding any type of leave, shall subject the employee committing such violation, or making such false reports, to disciplinary action by the Superintendent of Schools and shall constitute a cause for suspension without pay for a period not to exceed five (5) days.

Leave of absence without pay shall be granted upon application and with Board approval for the following purposes:

- (1) Study related to the teacher's license field.
- (2) Study to meet eligibility requirements for a license other than that held by the teacher.
- (3) Study, research or special teaching assignment involving probable advantage to the school system.

The regular salary increment occurring during such period shall be allowed.

Leave of absence with pay, not chargeable against a teacher's sick leave allowance, shall be granted for the following reasons:

- (1) A maximum of three (3) days per school year for death in the immediate family. Any additional time will be deducted from sick leave or pay at the teachers option.
- (2) Teachers who are called for jury service shall receive the difference between their regular pay and

the compensation paid to them for such jury service. The summons is to be sent to payroll office when jury duty is completed.

- (3) Court appearance as a witness in any case connected with the teacher's employment or the school.
- (4) Time necessary to take the selective service physical examination.
- (5) Representation at educational meetings and conferences that have prior approval of building principal.

F. Status of a Person on Leave:

Any leave of absence granted will be with the understanding it is a leave of absence from the School District of the City of Benton Harbor and not necessarily from a particular position. Every effort will be made to assign the teacher to the same or comparable position.

A teacher's refusal to accept the offer of a position shall immediately end this privilege of returning to the School District of the City of Benton Harbor.

G. Notice of Absence:

When an employee finds it necessary to be absent for one of the above reasons, he will immediately notify his principal and the secretary in charge of substitutes. See attached policy regarding the securing of a substitute.

If absence under sick leave extends beyond an employee's accumulated sick leave days during any period of any one school year, the employee shall be allowed full compensation, less the pay for a substitute, for twenty (20) additional days. After that period his pay will be discontinued until he returns to active duty.

Prolonged absences of employees in administrative positions will be subject to special consideration by the Board of Education.

H. Maternity Leave:

A maternity leave shall be granted without pay, commencing not later than the end of the sixth month of pregnancy, except that when this date falls within one school month of the end of the semester the teacher may be permitted to complete the semester. If a qualified replacement is not available, the employee may continue on a day to day basis at the discretion of the Assistant Superintendent for Personnel.

Such an employee shall be eligible for reemployment provided (1) she has a certificate of good health from a licensed physician, and (2) a vacancy exists for which she is qualified.

I. Peace Corps:

Leave of absence without pay may be granted to any tenure teacher who has completed five (5) years employment with the Board and who joins the Peace Corps as a full-time participant. This leave shall not extend for more than two years.

J. Military Leave:

Military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States. Such leave shall also be granted to any teacher who shall be recalled to active duty for military reserve of any branch of the armed forces of the United States. Teacher on military leave shall be given the benefit of any increment up to four (4) years which would have been credited to them had they remained in active service to the school system.

K. With Board approval a certified employee may be granted a leave of absence without pay to campaign for or serve in a public office.

L. Securing a Substitute:

The work of the substitute teachers is extremely important in maintaining an efficient educational program.

Any teacher who needs a substitute due to illness or other emergency is expected to call 927-3741. This is a special phone and the only phone to be used if a substitute is needed.

You may call 927-3741 any time, day or night. If during regular school hours, a secretary will take your call. If call is made after 3 p.m., your call will be answered by a recording.

At a given signal, the recorder will ask you to give your name, school, grade or subject taught. Your answer should be concise. Please wait for the "Beep" before giving information. Example: "Mary Brown, teacher at Millburg, Grade 6. Classes start at 8:45 a.m.," or Mary Brown, teacher at High School- subject English. Classes start at 8 a.m."

Teachers are not to make direct arrangements with any substitutes.

Teachers are asked to inform their building principal when they find it necessary to be absent from school. Teachers should notify building principals as far in advance as possible if and when you will need a substitute.

Teachers should notify their building principal one day in advance of the day they expect to return to duty. Notify Principal by 7 ) p.m.

Building Principals will notify the s ubstitute secretary if a substitute is to be released.



PLEASE CALL FOR A SUBSTITUTE BY 7:00 a.m. - Number - 927-3741.

It is the teacher's responsibility to make the call for the substitute by 7: a.m. so a replacement can be secured and be on duty when school begins.

Please remember we now have 520 certified people. Your assistance in following procedure for securing a substitute is most important.

If you are in need of a substitute call 927-3741. Do not waste time by calling any other number. Calling 927-3741 is the only way to secure a substitute.

SUMMARY: 1st - Call 927-3741 for a substitute - day or night  
2nd - Call your building principal at school to inform him that you will be absent.  
3rd - Call Building Principal by 2 p.m. the day before you plan to return.

ARTICLE VIII

Teacher Evaluation

- A. The evaluation of the work of all teachers is a responsibility of the Administration.
- B. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The teacher shall be given a copy of any evaluation report prepared by his supervisors and shall have the right to discuss such report with his superiors.
- C. The teaching performance of a non-tenure teacher shall be observed and a written evaluation prepared at least twice each year during the period of probation. The principal or his designee shall hold a conference with the non-tenure teacher after each such evaluation.
- D. Teacher evaluation has the prime purpose of helping the teacher to develop a level of competence desired by the school district.
- E. Failure of the teacher to demonstrate competence shall result in the evaluation used as evidence to require extended probationary period or termination of services at the end of a probationary contract.
- F. In extreme cases of incompetence a teacher may be reassigned to another teaching situation or to a roving substitute position or to a non-teaching position for the duration of a contract at the same salary provided in the contract.

G. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned, or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

The administration may be represented by more than one person if the teacher requests additional representation.

H. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.

ARTICLE IX

Protection of Teachers

- A. The Board recognizes its responsibility to give support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.
- B. Any case of assault upon a teacher shall be promptly reported to the Board's designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- C. If any teacher is complained against or sued in connection with his professional employment, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense. This section shall be interpreted in terms of legal backing and will not be interpreted to interfere with the right of the Board to exercise rights of control including dismissal.
- D. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- E. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty for any damage or loss to person or property.

F. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention and plaintiff's identity revealed if a written record of such complaint is to become a part of the teacher's evaluation file.

G. The Association agrees that all teachers shall observe rules representing punishment of students as established by the Board or required by law. (See attached Discipline Policy.)

H. Teachers shall at no time leave a class of students unattended; except in case of an extreme emergency.

## SCHOOL DISCIPLINE POLICY

School discipline is an atmosphere created by students, teachers, administrators and other school personnel in which teachers can teach and children can learn.

School Discipline involves the enforcement of rules which are designed to protect the health, safety and morals of all pupils and at the same time to bring about changes within individuals which will result in reasonable, mature, acceptable behavior in the future. The ultimate goal of all discipline is the voluntary self discipline by the individuals involved.

In general, adequate discipline includes provisions to insure that punishment shall be appropriate to the offense committed and in view of the circumstances involved.

### Responsibility of the teacher:

1. Classroom discipline is essential to a good learning situation. Therefore, discipline in the classroom is basically the responsibility of the teacher.
2. Teachers shall inform students of the standards of conduct expected of them in specific classroom situations.
3. Teachers shall have the widest latitude consistent with good judgment in handling their own problems. Corporal punishment, if necessary, shall be handled by the Principal or with his knowledge.
4. Any student dismissed from class for disciplinary action shall be sent immediately to the principal's office. Asking a student to remain outside the classroom door until the teacher has an opportunity to talk with student is not considered dismissal.
5. Reasonable detention at the close of the school day is permissible as a means of discipline. In case a student in elementary school is detained the teacher detaining shall make a reasonable effort to contact the parent or guardian.

A student who is transported to school shall not be made to miss his regular method of transportation because of detention on that day. Written notification shall be sent home and a detention set one or more days later. The parent shall be notified that they are responsible for seeing the student gets home on such days.

6. Teachers are responsible for the general control and discipline of their students during the entire school day. Teachers cannot send students home without the authorization of the principal's office.
7. Teachers are responsible for referring problems to the Principal before problems become a major issue. Together Teacher and Principal will discuss the problem.
8. A teacher may use physical force against a pupil when because of unusual circumstances immediate action is essential for self defense, or for the protection of other persons or of property of the Board of Education. In every such case, the teacher shall report the incident to the principal as soon as possible, setting forth the circumstances and nature of the action.
9. Teacher should inform the principal in all cases in which there is danger of bodily injury to other students, there is outright defiance of the teachers' authority, the students continued disobedience interferes with the learning situation, the students' behavior is such as to be injurious to the moral or emotional welfare of other students.
10. Teacher should make an attempt to find the cause of the students' misbehavior.

11. Teachers have the authority and responsibility to aid in the control of all children in the absence of the teacher concerned- in the classroom, halls, playground, lavatories, etc.
12. Teachers have the authority to request aid (and give aid) in covering an assignment from a neighboring teacher in case it is necessary for them to leave their assignment.

Responsibility of the Principal:

1. After every case of corporal punishment a written report must be kept on file in the principal's office so that it is available upon request.
2. Suspension from school shall be used as a means of discipline for serious offenses against the welfare of the school, for gross violation of the rules or for such cases as the principal shall deem advisable. Such exclusion shall be effected only by the principal who shall immediately attempt to notify the parents or guardian of the action and the reasons therefor in writing. Conference with parents shall be arranged.
3. No one but the principal or his agent, shall authorize re-admission of a pupil who has been dismissed, from class for disciplinary action, and then only after a conference with the teacher involved.
4. Principal is responsible for the overall control of the school and will act on cases referred to him by teachers and act on any case of required discipline control that he may observe.
5. Principal will back teachers in all cases where he ethically can do so.
6. Principal should exhibit confidence in the teacher's judgment. If he disagrees with a teachers handling of a disciplinary incident, he should do so in a private conference with the teacher and never in the presence of a parent, a student, or another teacher.



7. If all other measures fail, the principal has the responsibility of referring the case to the Superintendent of Schools for further action.

Responsibility of the Superintendent:

1. The Superintendent shall act on cases referred to him by principals and in matters requiring his attention.

Responsibility of the Board of Education:

1. The Board of Education shall act on cases referred to it by the Superintendent of Schools.
2. The Board of Education has the sole authority to expel a student.

Pregnancy Case:

Consultation with the student, her parent or guardian and the school nurse should occur as soon as the principal becomes aware of the condition. After the conference in which the condition has been verified, the principal shall arrange for termination of attendance.

Student whose attendance has been terminated shall not re-enter regular school until the beginning of the next school year. Correspondence courses may be considered for high school students if satisfactory arrangements can be made.

Readmittance is not compulsory, it shall be left to the discretion of the principal after consultation with parent or guardian. Continuance in school shall be only on the basis of good conduct, regular attendance and scholastic achievement.

ARTICLE X  
Grievance Procedure

A. Definitions:

1. A "grievance" is a claim based upon an event or condition which affects the welfare or conditions of employment of a teacher or group of teachers and/or arising from the language of this Agreement or an alleged breach thereof. It is expressly understood that a claim based upon an event or condition which does not affect the welfare or conditions of employment of a member of the unit described in Article I above will not constitute a grievance.
2. An "agrieved 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.

B. Purpose:

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement, and that the Association has been given opportunity to be present at such adjustment.

C. Procedure:

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. If appropriate action is not taken within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limits specified may, however, be extended by mutual agreement. In the event a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

1. Level One

A teacher with a grievance will first discuss it with his principal or immediate superior, either directly or through the Association's School Representative, with the objective of resolving the matter informally.

2. Level Two

- (a) If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he may file the grievance in writing with the Chairman of the Association's Grievance Committee within five (5) school days after the decision at Level One or fifteen (15) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairman will refer it to the Superintendent of Schools.
- (b) The Superintendent or his designee will represent the administration at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent or his designee will meet with the aggrieved person in an effort to resolve it.
- (c) If a teacher does not file a grievance in writing with the Chairman of the Association's Grievance Committee and the written grievance is not forwarded to the Superintendent within thirty (30) school days after the teacher knew or should have known of the act or condition on which the grievance is based, then the grievance will be considered as waived.

3. Level Three

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision

has been rendered within ten (10) school days after he has first met with the Superintendent, he may file the grievance in writing with the Chairman of the Association's Grievance Committee within five (5) school days after a decision by the Superintendent, or fifteen (15) school days after he has first met with the Superintendent, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairman of the Association's Grievance Committee will refer it to the Board. Within ten (10) school days after receiving the written grievance, a committee of the Board will meet with the aggrieved person for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Three will, however, be rendered by the Board.

4. Level Four

- (a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within ten (10) school days after he has first met with the Board Committee, he may, within five (5) school days after a decision by the Board or fifteen (15) school days after he has first met with the Board Committee, whichever is sooner, request in writing the Chairman of the Association's Grievance Committee to submit his grievance to arbitration. If the Association's Grievance Committee determines that the grievance is meritorious and that it arises from the language of this Agreement or an alleged breach thereof and that submitting it to arbitration is in the best interests of the Benton Harbor school system, it may by written notice to the Board submit the grievance to arbitration within fifteen (15)

school days after receipt of a request by the aggrieved person. Grievances which do not arise from the language of this Agreement, or an alleged breach thereof, may be processed through Level Three, but not be arbitrable.

- (b) Within ten (10) school days after such written notice of submission to arbitration, the Board Committee and the Association's Grievance Committee will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
  
- (c) The arbitrator so selected will confer with representatives of the Board and the Association's Grievance Committee and hold hearings promptly and will issue his decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this Agreement. Arbitration

of grievances arising from the language of this Agreement or an alleged breach thereof will be final and binding.

- (d) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Board and the Association.

D. Rights of Teachers to Representation

1. No reprisals of any kind will be taken by either party or by any member of the administration against any party in interest, any School Representative, any member of the Association's Grievance Committee or any other participant in the grievance procedure by reason of such participation.
2. Any party in interest may be represented at all stages of the grievance procedure by a person of his own choosing, except that he may not be represented by a representative or by an officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association will have the right to be present and to state its views at all stages of the grievance procedure.

E. Miscellaneous

1. If, in the judgment of the Association's Grievance Committee, a grievance affects a group or class of teachers, the Association's Grievance Committee may submit such grievance in writing to the Superintendent directly and

the processing of such grievance will be commenced at Level Two.

2. Decisions rendered at Levels One, Two and Three of the grievance procedure will be in writing setting forth the **decision** and the reasons therefor and will be transmitted promptly to all parties in interest and to the Chairman of the Association's Grievance Committee. Decisions rendered at Level Four will be in accordance with the procedures set forth in Section C, Paragraph 4 (c).
3. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
4. 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.
5. The **sole remedy** available to any teacher for any alleged breach of this Agreement or any alleged violation of his rights hereunder 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 elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.



6. In the course of investigation of any grievance, representatives of the Association will report to the principal of the building being visited and state the purpose of the visit immediately upon arrival.
  
7. Every effort will be made to avoid interruption of classroom activity and to avoid the involvement of students in all phases of the grievance procedure.

#### Tenure Grievances -

If any teacher has a complaint regarding any condition of employment covered by the Michigan Teacher Tenure Act, such complaint or grievance shall be dealt with exclusively through the provisions of said act and the established procedures thereof.

#### Tenure Policy Manual

A Tenure Policy Manual has been adopted by the Board to implement the Michigan Teacher Tenure Act. These policies, although not printed in this agreement, are recognized by both parties as a legal and binding method of operation. A copy properly signed by the officers of each party is on file in the Board office and with the Association. Mineographed copies will be supplied each teacher.

TENURE POLICY OF  
THE SCHOOL DISTRICT OF THE CITY OF BENTON HARBOR

I. EMPLOYMENT UNDER TENURE

POLICY: A teacher shall remain on continuing tenure following a successful probationary period.

PROCEDURE:

A. All teachers during the first two years of employment shall be on probation except:

1. A tenure teacher from another tenure district shall be placed on continuing tenure after one year of successful probation.
2. A probationer who has not received his provisional certificate by the end of the first year of employment shall be required to serve three years probation. (Three years probation is recommended for the purpose of encouraging the individual to complete the requirements for a provisional certificate within the required time.) This decision shall be subject to review by the Board of Education.
3. A probationer who moves from one building to another or from one department to another at his request during the probationary period may be required to serve three years probation, except when the change is a solution to an administrative problem.
4. The probationer who may be required to serve a third year of probation by the Board of Education upon notice to the State Tenure Commission.

B. A tenure teacher shall remain on continuing tenure:

1. Until June 30 following his 65th birthday.
2. Or until he retires voluntarily.
3. Or he resigns voluntarily.
4. Or until he is dismissed through proper tenure procedure as prescribed by the State Tenure Act.

## II. ADMINISTRATION OF TENURE

POLICY: The Board of Education sets and approves all policies and procedures.

The Superintendent of Schools, The Assistant Superintendent in Charge of Personnel, and the Principals are responsible for the administration and supervision of Tenure.

The District Tenure committee, the Building Tenure committees and the helping teachers act in an advisory capacity.

## PROCEDURE:

## A. RESPONSIBILITIES OF PRINCIPAL IN TENURE

1. Shall explain Tenure program to all new probationers; explain the evaluation sheet and interpret the importance placed on various items listed; review the Tenure program with the building committee and helping teachers soon after school begins.
2. Shall assign a helping teacher to the probationer when the probationer's employment begins. A new helping teacher shall be appointed for the probationer upon the request of the probationer, the helping teacher or the principal.
3. Shall schedule at least two probationer-principal conferences; one before November 15 and a second before February 15.
4. Shall observe and visit the probationer prior to each conference held.
5. Shall evaluate the work of the probationer and make advisory recommendations regarding Tenure status to the Superintendent on or before February 15.
6. Shall supervise the election of the Building Tenure committee members during the first week of school in the fall. Shall present a list of Tenure teachers from which nominations shall be made. Shall use parliamentary procedure, secret ballot and elect by a simple majority of the tenure teachers in the building.
7. Shall help tenure teachers to maintain the high standards expected of those on tenure.

## B. RESPONSIBILITIES OF HELPING TEACHER

1. The role of the helping teacher is supportive - not supervisory. He stands in the position of a friendly counselor and helpful personal advisor.
2. The helping teacher must be a tenure teacher if possible, preferably in the same building or department.
3. Upon request by the Probationer, the Helping Teacher:
  - a. shall make the probationer familiar with the traditions, routine procedures and policies of the school system in general and of his own building. He shall answer questions as may be presented.
  - b. shall help in the personal adjustment of the probationer in his relationship with the adult personnel in his building and in the school and community life.
  - c. shall offer constructive suggestions to encourage the probationer - at the same time establishing helpful, friendly relations between the two.
  - d. shall ask the principal to make a change in the event the probationer-helping teacher relationship proves unsatisfactory.

## C. RESPONSIBILITIES OF PROBATIONER

1. Shall ask for help from his helping teacher since it is difficult for the most understanding and willing helping teacher to know what help is needed unless he is consulted.
2. Shall familiarize himself with the Curriculum Guide, the Personnel Policies and the Building Handbook; and with the traditions and policies of the school system in general and of his building.
3. Shall ask principal to make a change in the event the probationer-helping teacher relationship proves unsatisfactory.

## III. ORGANIZATION OF COMMITTEES

### A. DISTRICT TENURE COMMITTEE

POLICY: There shall be a District Tenure Committee consisting of the 17 COMMITTEE CHAIRMEN, 1 Principal elected by the

principals, and EXTRA MEMBERS FROM THE RESPECTIVE BUILDING COMMITTEES AT THE RATIO OF ONE MEMBER PER 30 TEACHERS OR THE MAJOR FRACTION THERE-OF ABOVE THE MINIMUM OF 30 TEACHERS.

PROCEDURE:

1. RESPONSIBILITIES OF DISTRICT TENURE COMMITTEE

- a. Shall elect a chairman and a secretary at a meeting to be held on or before the 21st of September. Term of office for each will be one year with duties to be assumed immediately.
- b. Shall consider matters of Tenure policy.
- c. Shall continually study the current Tenure policies and recommend revisions where and when needed.
- d. The District Tenure committee shall arrange a meeting with any tenure teacher who requests in writing to appear before this group.
- e. The opinions of this group shall be strictly advisory.
- f. A written report expressing the opinions of the District Committee concerning the matter presented by the Tenure teacher shall be given to: THE SUPERINTENDENT, THE ASSISTANT SUPERINTENDENT IN CHARGE OF PERSONNEL, The Principal of the building involved and the tenure teacher.
  1. All reports of the District Tenure committee regarding the status of teachers shall be considered advisory. Such reports are to contain reasons for said opinion.
  2. No copies of such reports shall be kept by the District Tenure secretary.

2. RESPONSIBILITIES OF THE DISTRICT COMMITTEE CHAIRMAN

- a. Shall conduct proceedings of the District Tenure committee.
- b. Shall be responsible for fulfillment of all steps outlined.
- c. Shall receive all problems that are to be considered by the District Tenure committee.

- d. Shall arrange a meeting time for the District Tenure committee and call a meeting at any time that the need arises.
- e. The first meeting shall be called on or before September 21 by the chairman of the preceeding year.

3. RESPONSIBILITIES OF THE DISTRICT COMMITTEE SECRETARY

- a. Shall write the minutes of each meeting and furnish each member of the District Tenure committee with a copy.
- b. Shall send written notice of meetings to committee members prior to meetings.

B. BUILDING TENURE COMMITTEE

POLICY: The building committee membership shall be as follows:

All Elementary PRINCIPALSHIPS	-	3 members
Junior High Schools	-	5 members
Senior High Schools	-	5 members

PROCEDURE:

1. ELECTION OF BUILDING COMMITTEE MEMBERS

- a. Only tenure teachers shall vote for members of the building tenure committee. The principal shall present a list of tenure teachers to the staff the first week of school. He shall present a list of Tenure teachers from which nominations shall be made. He shall supervise the election, using parliamentary procedure, secret ballot and elect by a PLURALITY of tenure teachers in the building.
- b. No person shall serve more than 2 consecutive 3 year terms on a building tenure committee.
- c. In the event a vacancy occurs during the year, it shall be filled by an election of tenure teachers as outlined above, within 2 weeks after the vacancy is official. The person elected at this time to complete the un-expired term,

d. Each building operating for the first time under the tenure policy shall form a tenure committee consisting of 3-5 members elected as follows:

1. On 5 member committee:

2 members for 3 years

2 members for 2 years

1 member for 1 year

2. On 3 member committee:

1 member for 3 years

1 member for 2 years

1 member for 1 year

3. Thereafter each member of the building tenure committee shall be elected for a term of 3 years.

2. RESPONSIBILITIES OF BUILDING TENURE COMMITTEE

- a. The building tenure committee shall elect annually a chairman and a secretary at the first meeting during the first week of school. They shall hold office from the date of election to the date of the next election for their respective positions. They shall assume responsibility for office immediately upon being elected.
- b. The building tenure committee shall arrange a meeting with any tenure teacher in the building who requests in writing to appear before this group. The opinions of this group shall be strictly advisory. At the request of the tenure teacher, the findings of this group may be reported to the Principal of the building, the Superintendent of Schools and/or the District Tenure committee.
- c. The building tenure committee may meet with the probationer - with his consent, or at the request of the probationer. Reports of such meetings shall be sent to the Superintendent of Schools, the Building Principal and the probationer.
- d/ The building tenure committee meeting shall be public or private at the option of the teacher affected.

3. RESPONSIBILITIES OF THE BUILDING TENURE COMMITTEE  
CHAIRMAN

- a. The term of office for the chairman will be one year.
- b. The chairman shall serve no more than two successive years.
- c. Shall call and preside at building tenure committee meetings.
- d. Shall represent his building at all District Tenure meetings and report proceedings to the building. In his absence his chosen delegate from the building committee shall attend.
- e. In buildings that have extra delegates to the District Tenure committee, the building chairman shall appoint such delegates from the building committee to serve for 1 year.

4. RESPONSIBILITIES OF THE BUILDING TENURE COMMITTEE  
SECRETARY

- a. The secretary shall write the minutes of each meeting.
- b. When requested, shall forward copies of reports to the Superintendent of Schools, the Building Principal, the District Tenure Committee and the teacher concerned. No copies of reports on meetings requested by tenure or probationary teachers shall be kept by the building secretary.

IV. SAVING CLAUSE

Any portion of the local tenure policy invalidated by the Michigan State Tenure Law shall not invalidate other parts of the policy written within the framework of the law.



## EVALUATION OF PROBATIONARY TEACHER

This guide is designed to aid those responsible for evaluating the probationer. It should be the responsibility of the principal to see that the probationer receives a copy of the guide and interprets his evaluation of the importance placed on the various items. This will serve as a guide in showing the growth made by the probationer in each area.

I. Personal and Professional Qualifications

Grooming and general appearance  
 Quality of voice  
 Personality  
 Health  
 General cultural background  
 Command of English  
 Preparation for assignment  
 Professional interest: Local: State: National:  
 Attitude toward profession  
 Warmth of feeling for pupils

II. Classroom Procedures and Teaching Effectiveness

Attractiveness of classroom  
 Ability to organize work toward specific goals  
 Preparation of given work  
 Skill at motivation  
 Economy of time  
 Pupil response  
 Development of work habits in pupils  
 Attention to and understanding of emotional problems  
 of pupils.  
 Awareness of responsibilities in pupils' social growth  
 Interest in pupils' activities  
 Care of school property  
 Record work and reports  
 Handling of routines

III. Relations with Colleagues and Public

Promotion of school programs and policies  
 Interest and participation in community organizations  
 and activities  
 Knowledge of and personal acquaintanceship with pupils'  
 home background and parents  
 Cooperation with superiors  
 Cooperation with co-workers  
 Freedom from religious, racial, political and social  
 prejudice  
 Adherence to professional Code of Ethics  
 Ability to win friends for education  
 Attitude toward parents

ARTICLE XI

Negotiation Procedures

A. In negotiations, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its own representatives annually.

B. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations subject only to such ultimate ratification.

C. The Board and the Association recognize the right of the other to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, or any other mediator mutually agreed upon.

D. The Board agrees to furnish to the Association upon reasonable request such information concerning the financial resources of the district, tentative budgetary requirements and allocations and any other available information that will assist the Association in developing accurate, informed and constructive programs on behalf of the teachers and students, together with information which may be necessary for the Association to process any grievance or complaint.

E. All negotiation meetings will be held after regular school hours for teachers, unless approval is granted by the Board to hold meetings during the school day. Teachers so engaged shall be released from regular duties without loss of pay.

Upon approval of the Board, a teacher engaged during the school day in any professional grievance negotiations with representatives of the Board and/or the Labor Mediation Board shall be released from regular duties without loss of salary; or the teacher may charge such time necessary under personal business included in the leave policy.

F. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

G. The representatives of the Association and the representatives of the Board agree to meet once each month during the term of this contract to discuss items of mutual concern for the good of the School District. Items for a given meeting shall be limited to an agenda proposed in advance by the Chairman of the Association's committee and the chairman for the Board of Education's committee unless mutually agreed otherwise.

H. No later than March 1 of the calendar year in which this Agreement expires, the Board agrees to negotiate with the Association over a Successor Agreement in accordance with the procedure set forth herein in a good faith effort to reach agreement concerning teachers' salaries and all other conditions of their employment. Such negotiations will include, but not be limited to, the subjects covered by this Agreement and any other matters mutually agreed to be negotiable by the parties. Any agreement so negotiated will apply to all teachers, and will be reduced to writing and signed by the Board and the Association.

I. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement except as noted.

J. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

The Board agrees not to negotiate with any teachers' organization other than that designated as the representative pursuant to Act 379, Public Acts of 1965.

ARTICLE XII

Contract Application

The Board and the Association mutually agree that the provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

A. An investigation is to be made by representatives of the Board and the Association during the 1966-67 school year regarding the granting of Sabbatical Leave.

It is mutually agreed that this item will be discussed in negotiations prior to the 1967-68 school year.

B. An investigation is to be made by representatives of the Board and the Association during the 1966-67 school year regarding the possibility of having the Board share in Medical-Health-Hospitalization and Life Insurance.

It is mutually agreed that this item will be discussed in negotiations prior to the 1967-68 school year.

C. An investigation is to be made by representatives of the Board and the Association during the 1966-67 school year regarding terminal leave pay for teachers who retire.

It is mutually agreed that this item will be discussed in negotiations prior to the 1967-68 school year.

D. Prior to changing a textbook or selecting a new textbook, the teachers affected and/or a committee of such teachers shall be given the opportunity to meet and consult with the Superintendent or his designee regarding the proposed change or selection.

It is mutually agreed that this item will be discussed in negotiations prior to the 1967-68 school year.

E. An investigation is to be made by representatives of the Board and the Association during the 1966-67 school year regarding an additional operating millage to be voted on during the school year.

It is mutually agreed that this item will be discussed in negotiations prior to the 1967-68 school year .

F. Any change of personnel policies will be discussed with the Association.

G. An investigation is to be made by representatives of the Board and the Association during the 1966-67 school year regarding a teacher who is injured while in the line of duty being paid the difference between the limit set forth in workmen's compensation law and the teacher's regular salary, and liability insurance to cover medical, surgical and hospital care above and beyond that paid by Workmen's Compensation.

H. Yearly School Calendar will be discussed with the Association prior to adoption.

I. An investigation is to be made by a representative of the Association and the Board regarding the possibility of having payroll deduction for organizational dues in the future as soon as equipment is available.

J. Not more than twenty (20) days per year may be used by the Association for the purpose of participating in area or regional meetings of the Michigan Education Association. The PRESIDENT of the Association shall designate at least one week in advance who he wishes to attend such meetings and have the approval of the Superintendent or his designee. Said teachers shall be released from regular duties without loss of salary.

K. The officers or representatives of the local, state, or national teachers organization desiring to see teachers shall do so before or after regular school hours. Such representatives shall check with the building principal if during the school day, and the principal will decide whether or not the conference will interfere with the instructional program.



ARTICLE XIV

Duration of Agreement

This Agreement shall be effective as of August 31, 1966 and shall continue in effect for three (3) years until the 31st day of August, 1969. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

Clinton Raines  
President

Lester E. Page  
Secretary

Negotiating Team

Robert W. Payne

Donald E. McAlvey

Robert R. Smith

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EDUCATION ASSOCIATION

Richard Morris  
President

Frances Shuck  
Secretary

Negotiating Team

Claude J. Cowles, Chm.

Tony Swerbinsky

Herbert J. Alusak

Jane F. Farmer  
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