

1969-70 Benton Harbor  
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# Teachers' Master Contract

Benton Harbor Area Schools

1969-70

SCHOOL DISTRICT OF THE  
CITY OF BENTON HARBOR

BENTON HARBOR, MICHIGAN

MEA  
1216 Kendale  
E. Lansing, MI  
48823

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OFFICE OF  
REGIONAL NEGOTIATIONS

PROFESSIONAL AGREEMENT

BETWEEN

THE SCHOOL DISTRICT OF THE  
CITY OF BENTON HARBOR, MICHIGAN

AND

THE BENTON HARBOR EDUCATION ASSOCIATION,  
M.E.A. — N.E.A.

SEPTEMBER 2, 1969 THROUGH JUNE 30, 1970

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This agreement entered into this 2nd day of September, 1969, by and between the Benton Harbor Education Association, a voluntary, unincorporated association, hereinafter called the "Association", affiliated with the Michigan Education Association, hereinafter called the "MEA", and the National Education Association, hereinafter called the "NEA", and the School District of the City of Benton Harbor, Michigan, hereinafter called the "Board". The signatories shall be the sole parties to this Agreement.

**WITNESSETH:**

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of 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 the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms, and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

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

**ARTICLE I**  
**Recognition**

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all certificated or professional personnel whether under contract, on leave, or on a per diem hourly class rate basis, employed or to be employed by the Board (e.g. personnel on tenure, probation, classroom teachers, guidance counselors, librarians, school psychologists and social workers, speech and hearing therapists, visiting teachers and teachers of the housebound or hospitalized, reading teachers, all special education teachers, and school nurses). Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory and administrative. Such representation shall exclude superintendent, assistant superintendents, directors, all personnel in community schools, principals, assistant principals, business manager and any other person engaged fifty per cent of the time in supervision of professional personnel. Representation shall also exclude all aides, all office, clerical, custodial, bus drivers, cooks and maintenance personnel. The term "teacher" when used hereinafter in the Agreement shall refer to all professional or certified employees represented by the Association in the bargaining negotiating unit as above defined, and reference to male teachers shall include female teachers.

The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement.

## ARTICLE II

### Association and Teacher Rights

A. Pursuant to the Michigan Public Employment Relations Act, 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 concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of 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 the act 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, or collective professional negotiations with the Board, or his institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

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

C. The Association and its representatives shall have the right to use school buildings, other than during regular school hours if scheduled with the building principal, and will be charged for special custodial service at established contracted rates if required. The Association 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.

D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property, if scheduled with the building principal, provided that this shall not interfere with or interrupt normal school operations.

E. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, and other duplicating equipment, calculating machines and all types of audio visual equipment at times when not otherwise in use or needed for school business. The Association shall pay for the actual cost of all materials and supplies incident to such use.

F. The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each building. No posted material shall at any time contain scurrilous or slanderous matter or any such reference to any member of the Board of Education, Administration, or staff by name or office. All material posted shall be signed by an official of the Association.

The Board shall have the right to withdraw the use of a bulletin board from the Association whose use is contrary to these provisions.

G. The Association may use the district mail service on regular runs and faculty mail boxes where such exist. Provided, (1) All material placed in the school mail system shall relate to the official business of the Association; (2) No material placed in the school mail system or faculty mail boxes shall contain scurrilous or slanderous material or any such reference to any member of the School Board, administration or staff by name or office; (3) All material placed in the school mail system shall be signed by an official of the Association. The Board of Education shall have

the right to withdraw the use of faculty mail boxes from the Association whose use of the mail service and mail boxes is contrary to the above provisions.

H. The Board agrees to furnish to the Association in response to request all available information concerning the financial resources of the district, annual financial reports and audits, register of certificated personnel, agendas and minutes of all Board meetings, treasurer's reports, membership data, names and addresses of all teachers, salaries paid thereto and educational background that 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 grievance or complaint.

I. The Board shall consult with the Association on any new tax programs, construction programs (exclusive of site options), or major revisions of educational policy, which are proposed or under consideration, and the Association shall be given the opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication. The Board shall not submit any proposal for additional operational or building millage without prior consultation with the Association.

J. 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 employment of such teacher.

K. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status. Membership in the Association shall not be denied to any teacher because of race, creed, religion, color, national origin, age, sex, or marital status.

L. The rights granted herein to the Association shall not be granted or extended to any competing teacher organization.

M. The Board shall place on the agenda of each regular board meeting any items for consideration by the Association as long as such items are made known to the superintendent prior to 9 o'clock A.M. on the Thursday preceeding the regular Board meeting. For special meetings, 48 hours notice will be given to the superintendent.

### **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 control of school properties, facilities, grade plans 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

### Professional Dues and Payroll Deductions

A. Any teacher who is a member of the Association, or who has applied for membership, may sign and have delivered to the Board by the Association membership chairman, an assignment authorizing deduction of membership dues in the Association, including the NEA and the MEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the second regular salary check of the teacher each month for ten months, beginning in September and ending in June of each year providing no change is made in the opening of the school year in which case deductions shall be appropriately pro-rated. Deductions for teachers employed after the commencement of the school year and prior to the conclusion of the first semester shall be appropriately pro-rated to complete payments of annual dues by the following June. Should employment be terminated prior to July 1, the balance will be deducted from the final check.

Teachers who begin employment at any time during the second semester and who apply for membership will pay one-half ( $\frac{1}{2}$ ) the annual dues. Deductions for such teachers shall be appropriately pro-rated for payments to be completed by the following June.

The Association shall notify the Business Office of the amount of the annual dues by September 1 of each year.

B. With respect to all sums deducted by the Board pursuant to authorization of the teacher for membership dues, the Board agrees to remit promptly to the treasurer of the Benton Harbor Education Association each month all sums deducted. A list of teachers for whom such deductions have been made will be furnished to the Association.

The Association agrees promptly to advise the Board of all members in good standing from time to time and to furnish any other information needed by the Board to fulfill the provisions of this Article.

Should any authorized deduction not be made, said deduction will be made on the next month's check.

C. Upon appropriate written authorization from the teacher, the Board of Education agrees that it will deduct from the salary of any teacher and make appropriate remittance for annuities, insurances, credit union, and the Board will also deduct from the salary of any teacher and make appropriate remittance for any other plans jointly approved.

## ARTICLE V

### Teaching Hours and Class Load

A. All teachers shall report to assigned buildings no later than fifteen (15) minutes before the tardy bell for students in their building. Teachers of all secondary schools shall have a school day of equal length. All elementary teachers shall have a school day of equal length.

All teachers shall remain at their assigned buildings twenty-five (25) minutes after students have been dismissed from school for the day unless excused by the building principal.

All teachers may leave the buildings on Friday and the day preceding a holiday

after students have been properly dismissed from school for the day.

B. Mondays after regular school hours will be reserved for teacher organizational meetings. Teachers planning to attend such meetings shall be permitted to leave in sufficient time to be present at the beginning of each meeting. Usual starting time of the Association's meetings is 4:00 p.m.

C. At the beginning of the school year, regular building meetings for the faculty will be scheduled by the building principal, subject to cancellation if necessary. Other meaningful meetings may be called as necessary on forty-eight hour notice, except in extreme emergency when no advance notice will be necessary.

All teachers are expected to attend faculty meetings unless excused by their building principal.

D. 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 the school calendar, unless mutually agreed and compensated for, prorated on current contracted salary, unless otherwise indicated on Salary Schedule, Appendix, B-2.

E. In no case shall teachers be required to report for assigned work in excess of one hundred ninety days. Regular paid holidays included.

F. All teachers shall have a duty-free lunch period equal in time to that of the majority of the students in their respective buildings, except in cases where special education class teachers have lunch and noon supervision as a part of their normally assigned duties.

G. A teacher engaged in negotiating for the Association with any representative of the Board or participating in any professional grievance proceedings shall be released from his regular duties without loss of pay, if such arrangements are mutually agreed upon.

H. The normal weekly teaching load in the junior and senior high schools will be 25 teaching periods and five preparation or conference periods, not to exceed five hours of pupil contact per day. Assignment to a supervised study period shall be considered a teaching period for purposes of this Article.

The normal teaching load in the elementary schools will not exceed five hours and fifteen minutes per day.

I. Elementary teachers will be provided one relief period, morning and afternoon, daily. Teachers will work with the principals for the implementation of such breaks.

J. If a teacher shall teach more than the normal teaching load as set forth in this Article, he shall receive additional compensation at his regular hourly rate for a normal teaching day.

K. No departure from the norms set forth in this Article shall be made without the consent of the teacher involved. In all such cases the Association will be consulted. In the event the Association does not agree with the deviation, it may proceed with a grievance as herein set forth.

## ARTICLE VI

### Teaching Conditions

The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association 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 toward insuring that the energy of the teacher is primarily utilized to this end.

A. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession.

Efforts shall be continued to obtain and use textbooks and supplementary reading materials which contain the contribution of minority groups to the history, scientific, and social development of the United States. The parties shall confer from time to time for the purpose of improving the selection and use of such educational tools. The Board will undertake to implement all joint decisions made by its representatives and the Association as soon as possible.

B. There should be a functioning, staffed library in each school to supplement and compliment the required curriculum, and every effort shall be made to achieve this goal within the limitations of the budget and personnel available.

C. The Board agrees to make available to all teachers in each school typing, duplicating machines, and the necessary materials to aid them in the preparation of instructional material.

D. The Board shall make continuing efforts to provide adequate parking facilities for teachers except when substantial capital investment would be needed.

A place shall be provided in each school for loading and unloading materials and equipment near an exit.

E. Telephone facilities shall be made available to teachers for professional and/or emergency purposes. Teachers are to pay for any toll calls. Telephones should be used at times when the use thereof does not interfere with the teaching assignment, except in case of an emergency.

If the call is confidential in nature, the principal shall make a phone available that may be used privately.

F. The Board shall make available in each school lunchroom and lavatory facilities exclusively for the use of adult school personnel, and at least one room appropriately furnished for use as a faculty lounge in which smoking will be permitted, within the limitation of funds available and budgetary requirements.

Provisions for such facilities will be made in all future classroom buildings.

G. Teachers will not be required to work under what in the judgment of the administration are unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

H. The Board shall provide:

1. A separate desk for each classroom teacher in the district.
2. Closet space for teachers to store coats, overshoes, and personal articles.
3. Storage space in each classroom and/or building for instructional materials and art supplies within the limitation of the budget and funds available.

4. Copies, exclusively for each teacher's use, of all texts used in each of the subjects he is assigned to teach.
5. Attendance books, paper, pencils, pens, chalk, erasers, and other such materials required in daily teaching responsibilities, when such has been requisitioned by the teacher or principal.

I. Teachers shall not have bus duty unless they volunteer and are remunerated.

J. To report student progress to the parents and to promote better communications between the school and home, parent-teacher conferences will be scheduled in each elementary school once each semester.

Three one-half days will be allotted for each semester's conferences for each teacher with enrollments up to and including thirty students. Extra school time, to be agreed upon by the teacher and the building principal, will be allowed for conferences for full-time kindergarten teachers and for any other teacher with an enrollment of more than thirty.

Conferences should be scheduled for approximately 15 minutes with a five minute interval between each conference.

K. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible. The Board agrees to work through the central administration and building principals to reach recommended standards in class size and to negotiate further with the Association with respect to such achievement in the event that additional income becomes available to the Board which can be used toward such achievement. The following should be considered recommended standards:

<b>1. Elementary</b>	<b>Class Size Goals</b>
Kindergarten	22 - 25
First-Second Grade	22 - 25
Third-Sixth Grade	25 - 30
<b>2. Secondary</b>	
English )	
Social Studies )	
General Education )	
Mathematics )	25 - 30
Science )	
Language )	
Hygiene )	
Physical Education )	40 - 50
Business Education )	
Home Economics )	
Industrial Arts )	
Vocational Shops )	
Music )	
Art )	
	determined by nature of the program and learning stations available.

In working to achieve these goals, priorities should be given to classes in K-3. The above statements are not intended to discourage the search for methods of lowering the cost of quality education. To that end both parties agree to test well-developed proposals that call for large and/or small group instruction and to adjust the recommended class sizes when the evaluative data supports such action.

L. Teacher record days are to be reserved solely for working on records and /or teaching materials. Teachers shall report at the regular established time for teachers and shall not leave the building until the established time for the end of the teacher's day.

M. Elementary art, physical education, and vocal music teachers shall teach classes for five and one-half (5½) hours per school day. Travel time necessary within buildings and between buildings may be deducted from that five and one-half hours. Generally, one-half (½) hour sessions will be scheduled for vocal music and physical education and one hour for art.

N. Teachers shall at no time leave a class of students unattended, except in case of an extreme emergency. A class shall be considered attended when arrangements have been made with a nearby teacher to check on his students.

O. Teachers recognize a responsibility to their students and the performance of duties that involve the expenditure of time beyond the teacher's normal day.

Therefore, teachers shall perform such duties as shall be assigned to them by their supervisors, including after school building meetings called by the school principal, departmental meetings, and/or vertical coordination meetings, attendance at evening meetings such as P.T.A. or equivalent, open house, unless excused by the building principal.

Preparation for and supervision of extra curricular student activities and functions shall be mutually agreed to by the teacher and his supervisor.

P. When in-service training programs or teachers' meetings are held during the teacher's regular working hours, all teachers involved shall attend for the full time of the program, and contribute to the work at hand. Only in case of an extreme emergency will teachers be excused from attending such meetings, and this must be with permission of the building principal.

Q. All teachers shall be required to prepare and keep up-to-date records of their students' progress, seating charts, lesson plans, and such other necessary records. Cumulative Records shall be kept up-to-date with such pertinent information as grades, attendance, test scores, conference reports, school background, and health records.

## ARTICLE VII

### Special Student Program

A. The parties recognize that children having physical, mental, and emotional problems may require specialized classroom experience and that their presence in regular classrooms may interfere with the normal instructional program and place extraordinary and unfair demands upon the teacher and other students. Teachers believing that such students are assigned to their classroom may request further screening by proper professional personnel.

B. The parties, to assist the teacher, will cooperate to increase the psychological and achievement testing program, to add at least one school psychologist to the schools of the district, to employ additional school social workers, and to correlate their activities with the regular classroom activities of the teacher so as to better meet the needs of special students in the schools, providing funds are available and qualified personnel are available for such positions.

C. In order to make more provision for children who need help in reading, but



who do not fall into the special education category, additional reading teachers will be employed, providing funds are available and qualified personnel are available for such positions. Teachers will not be moved from regular classrooms to fill such positions unless a fully certified and qualified replacement is available.

Remedial reading help should begin as soon as possible after it has been determined that the child is at least six months below grade level in reading.

## **ARTICLE VIII**

### **Department Chairmen**

A. Department chairmen at the Senior High School will be appointed by the building principal after conferring with all teachers of the department.

The department chairman shall exercise the coordination of programs and materials and shall serve as instructional liaison between the teachers and the school administration. Such chairmen shall not be considered supervisory employees.

B. Any teacher selected as a department chairman may be assigned one less class per day.

## **ARTICLE IX**

### **Professional Qualifications and Assignments**

A. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university and a provisional or permanent certificate from the State of Michigan until after August 1st of the school year and then only in case of absolute necessity and the Association will be notified in each instance.

B. The employment of a teacher whose certification is based on the Full Year Permit will not take place before August 1st of the school year, and then only in case of absolute necessity. The Association will be notified in each instance, and the Board will indicate the extent to which it endeavored to fill the position with a fully qualified and certificated person.

C. A person who is eligible for a Michigan 90-day regular permit or 90-day restricted permit shall be employed only in case of absolute necessity. The Association will be notified in each instance and the Board will indicate the extent to which it has endeavored to fill the position with a fully certificated person. Any one employed with such a certificate will be notified that he is employed on a day-to-day basis or until such a time as a qualified person with a valid provisional or permanent certificate can be secured. Yearly contracts cannot be issued to such employees.

D. Teachers shall not be assigned outside the scope of their teaching certificates and their major or minor field of study except temporarily and for good cause. The Association shall be notified of each instance where this takes place.

E. All teachers shall be given a written notice of their assignments for the forthcoming year before school is dismissed in June. In the event that changes in such assignments are necessary, teachers so affected will be notified and consulted. This does not apply to itinerant teachers and/or special education teachers.

F. Any assignment in addition to the normal teaching schedule during the school year shall not be obligatory, but shall be with the consent of the teacher affected. Preference in making such assignments will be given to teachers regularly employed

who apply and meet the desired qualifications.

G. The Board and the Association, in recognition of the desirability of multi-ethnic representation on the teaching faculty, hereby declare a policy of actively seeking qualified, competent personnel.

H. Any nurse employed by the Board shall be a graduate registered nurse. Experience served in school nursing is desirable.

I. In order to have the most qualified teaching staff possible, teachers will notify the Board in writing as early as possible if they plan to leave the school system at the end of the school year.

J. Teachers realizing their responsibility to students will not ask to be released from their contract except in case of necessity. They will not ask to be released prior to the end of the school year in order to take care of a matter that is personal in nature except in case of an emergency.

## ARTICLE X

### Vacancies, Promotions, Transfers

A. The Superintendent of Schools has the sole right to assign staff members to positions for which they are qualified within the school district.

B. The Board recognizes that it is desirable in making assignments to consider the interest and aspirations of its teachers. Requests by a teacher for a transfer to a different assignment shall be made in writing, one copy of which shall be filed with the superintendent and one copy shall be filed with the Association.

The application shall set forth the reasons for such a request, the building, grade, or position sought, and the applicant's academic qualifications. Each applicant shall receive a written answer as to his success or failure when applying for a transfer.

C. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the Superintendent, in his reasonable judgment, so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the current school year at which time the position will be considered vacant. The administration should not move teachers during the school year except in an emergency. The Association will be notified of any such cases.

D. The Board declares its support of a policy of filling teaching vacancies from within its own teaching staff. Whenever any vacancy arises, the Superintendent or his designee shall promptly post notice of same on a bulletin board in each school building for no less than five school days before the position is filled. The posted notice will be sent to the Association president and the Association representatives in each building. Vacancies will be filled on the basis of the experience, competency, and qualifications of the applicant, length of service in the district, and other relevant factors.

Any new teaching position shall be posted with accompanying job description. An applicant with less service in the district shall not be awarded the position unless his qualifications shall be substantially superior in the judgment of the Superintendent. An involuntary transfer will be made only in case of emergency, to prevent undue disruption of the instructional program or if the Superintendent determines it is for the best interest of the school system. The Superintendent shall

notify the affected teacher and the Association of the reason for such transfer. If the teacher objects to such transfer for the reasons given, he shall accept such assignment and file a grievance.

E. Any teacher who shall be transferred to or hired for an administrative or executive position and shall later return to or be assigned a teacher status shall be entitled to such rights as he may have had or would have had under this agreement had he not been hired for or transferred to such a supervisory or executive status.

#### F. Administrative Positions

The Board and the 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 remains the responsibility of the Board.

A teacher is 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.

## ARTICLE XI

### Illness or Disability

A. At the beginning of each school year each full time teacher shall be credited with a twelve (12) day sick leave allowance to be used for absences caused by

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

\*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.

The unused portion of such allowance shall accumulate from year to year without limitation. The Board shall furnish a written statement at the beginning of each school year setting forth the total of accumulated days of sick leave accrued by September of each school year.

B. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall upon request be granted a leave of absence without pay for the duration of such illness or disability, up to the end of the school year. Upon request the leave may be renewed for one year.

C. Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law shall receive from the Board the difference between the allowance under the Workmen's Compensation Law and his regular salary for the duration of the illness, not to exceed six (6) months or 120 working days, with no subtraction of sick leave.

D. The Board may request proof of illness from a physician if sick leave is

claimed preceding or following a vacation period.

## ARTICLE XII

### Professional, Personal, and Association Leave

A. At the beginning of each school year each teacher may have two (2) days of the twelve (12) days allowed for personal business per year. New employees cannot use personal business days until after six months of employment in the district except by mutual agreement between the teacher and the Assistant Superintendent for Personnel.

Personal business days may 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. Such request must be made at least one week before intended date of absence. Emergency request 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.

B. Professional business days are entirely separate from sick leave. They are not deductible from allowed or accumulated sick leave when approved by the administration.

C. A teacher called to give testimony before any judicial or administrative tribunal for school purposes shall be compensated for the difference between the teaching pay and pay received for the performance of such obligation. The teacher must submit evidence to the business office of the amount paid for such duty.

D. At the beginning of each school year the Association shall be credited with twenty-five days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the Board or its designee no less than forty-eight hours prior to the date for intended use of said leave.

In the event a teacher is paid for attendance at any such meetings, said teacher will receive in pay for such days the difference between the amount received and the teacher's regular daily pay.

E. 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 licensed field.
2. Study to meet eligibility requirements for license other than that held by the teacher, except for people who do not hold a provisional certificate.
3. Study, research, or special teaching assignment involving probable advantage to the school system.

The regular salary increment occurring during such a 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 days per school years for each death in the immediate family. Any additional time will be deducted from sick leave or pay at the teacher's 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, providing it is a teaching day. The summons is to be sent to the pay roll

office along with the evidence of amount paid when jury service is completed. NOT TO EXCEED 30 DAYS.

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. The president of the Association may leave his assigned building during his conference or planning period to conduct the negotiating unit's business without loss of pay or other benefits. He may confer with teachers during the teacher's regular scheduled classes when approval is given by the building principal. Every effort will be made to give the president of the Association his choice as to the hour he uses in compliance with this section.

F. If a continuous absence under sick leave extends beyond an employee's accumulated sick leave days during a school year, the teacher shall be allowed full compensation, less the pay for a substitute for twenty (20) additional days.

### **ARTICLE XIII** **Unpaid Leaves of Absence**

A. A leave of absence of up to one year may be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other school districts, states, territories, or countries; foreign or military teaching programs; the Peace Corps, Teachers' Corps, or Job Corps as a full-time participant in such program; or a cultural travel related to, or work program related to, his teaching responsibilities; provided said teacher states his intention to return to the school system. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period. Upon request an additional year may be granted.

B. A leave of absence of up to one year may be granted to any teacher, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to his teaching responsibilities. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period. Upon request an additional year may be granted.

C. A teacher who enters the military service by draft or enlistment shall be granted a leave of absence without pay for that purpose and at the conclusion of such leave shall be reinstated at the same position on the salary schedule as he would have been had he taught in the district during this period.

D. A leave of absence of up to one year may be granted to any teacher upon application for the purpose of serving as an officer of the Association or on its staff. Upon return from such leave such teachers shall be placed at the same position on the salary schedule as they would have been had they taught in the system during such period.

E. A leave of absence not to exceed four years may be granted to any teacher upon application for the purpose of campaigning for, or serving in, a public office. No experience credit shall be granted for this leave of absence.

F. A maternity leave of up to twelve months without pay shall be granted to a tenure teacher; such leave shall commence not later than the end of the sixth month of pregnancy.

1. Except when the date falls within one school month of the end of the semester, or

2. Except when such pregnancy adversely affects the work and/or attendance of the teacher prior to the end of the sixth month of pregnancy, in which event such teacher shall be required to start maternity leave at such earlier date.

A teacher on maternity leave shall be reemployed at the beginning of the first regular semester of the school year following such leave. However, such teacher must give the administration written notification of intent to so return at least by April first immediately preceding the start of such semester and if required by the administration must present a medical report from a qualified physician certifying she is physically able to so return.

If the pregnancy is interrupted or the child dies, the leave of absence shall be terminated with supporting evidence of good health by a recognized physician.

The teacher will be reemployed in her former position if it is available or in another position providing there is a vacancy for which she is qualified.

G. 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 report, 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.

## **ARTICLE XIV**

### **Academic Freedom**

A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality.

## **ARTICLE XV**

### **Teacher Evaluation and Program**

The parties recognize the importance and value of developing a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, to this end, the following procedure has been agreed to in an effort to accomplish the goals.

A. The performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated at least twice during the school year; two months following the teacher's commencement of service, and again at the beginning of the second semester of each probationary year. Tenure teachers shall be evaluated at least once every two years. Teachers whose services are being considered for termination under provisions of the tenure act shall receive a registered letter of notification and statement of charges from the superintendent and advised of their rights under the tenure act for a hearing and appeal. Probationary teachers whose services are being terminated will be notified sixty days before the end of the school year. The Association shall receive a copy of such notification.

B. Evaluations of tenure teachers shall only be conducted by a building principal or assistant principal or other full-time administrator.

Evaluations of probationary teachers shall be conducted by a building principal or assistant principal and by at least one other full-time administrator.

All monitoring or observation of the performance of a teacher shall be conducted openly and with full knowledge of the teacher.

C. A copy of the written evaluation shall be submitted to the teacher at the time of personal interviews or within ten days thereafter; one to be signed indicating full knowledge of its content and returned to the administration, 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 personal file. All evaluations shall be based upon valid criteria for evaluating professional growth as jointly determined by the Board and the Association.

D. A "helping teacher" shall be assigned to every probationary teacher upon entrance of the teacher into the system. The helping teacher, insofar as possible, shall be a tenure teacher with a minimum of five years teaching experience and shall be engaged in teaching within the same grade, building, or discipline as the probationary teacher. It shall be the duty of the helping teacher to assist and counsel the probationary teacher in acclimating to the teaching profession and the school system. The helping teacher shall not be involved in the evaluation of the probationary teacher.

E. No later than February 15th of each probationary year, the final written evaluation report will be furnished to the superintendent covering each probationary teacher. A copy shall be furnished to the teacher and the Association. The report shall not contain any information not previously made known to and discussed with the probationary teacher, and the teacher shall have an opportunity to submit additional information to the superintendent. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons therefore in writing with a copy to the Association. All evaluations and response thereto shall be admissible if a grievance is instituted.

F. Each teacher shall have the right, upon request, to review the contents of his own personal file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The following minimum items of information will be available in the personnel office:

- Annual TB report and required medical information
- All teacher evaluation reports
- Teacher certificate
- A transcript of academic records
- Tenure recommendation

No material may be placed therein without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of said file.

## **ARTICLE XVI**

### **Professional Behavior**

A. Teachers are expected to comply with reasonable rules, regulations, and directions which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.

B. The Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of

professional behavior. The Association shall accept responsibility to deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.

C. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school buildings. The Board or its designee, in recognition of the concept of progressive correction, shall notify the teacher in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction. Alleged breaches of discipline or the Code of Ethics of the Education Profession shall be promptly reported to the offending teacher and to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teachers.

D. 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 rules or delinquency in professional performance and/or in any circumstance where such a possibility exists. If the teacher requests additional representation, the Administrator shall be accorded the same privilege.

E. No teacher shall be disciplined, reprimanded, reduced in compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in compensation or advantage, including adverse evaluation of teacher performance asserted by the Board or representative thereof shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Association. No information from a teacher's personnel file or correspondence involving any teacher or teachers shall be released without the written consent of the teacher.

F. At no time shall a member of the Board of Education, the school administration, or a member of the teaching staff verbally attack one another in public or in the presence of his peers in such a manner that is either demeaning or belittling.

## ARTICLE XVII

### Professional Improvement

A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies, foreign travel related to the teaching field, and participation in community educational projects.

B. Teachers who desire to attend selected professional conferences and who have received the approval of the administration, will be paid actual reasonable expenses for travel if by public conveyance, meals, lodging, and registration fees when bills are submitted to the business office for payment. If a teacher uses his own car, he will be paid at the established mileage rate for the district.

When two or more teachers are attending the same meeting, travel expense will be allowed for only one (1) car unless there are unusual circumstances in the judgment of the administration.

Teachers attending such conferences and meetings will be granted sufficient



leave time without loss of compensation. Teachers will, upon request, submit a written report regarding such conferences.

**ARTICLE XVIII**  
**Maintenance of Standards**

A. All conditions of employment, including teaching hours, extra compensation for duties outside regular teaching hours, relief periods, leaves, and general teaching conditions shall be maintained at not less than the highest minimum standards in effect in the district at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement.

B. The duties and/or responsibilities of any teacher in the bargaining unit will not be substantially altered or increased without first consulting with the Association as to the need for such alterations.

**ARTICLE XIX**  
**Reductions in Personnel and Annexation or Other  
Reorganization of the District**

A. This Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined.

B. No teacher shall be discharged or laid off pursuant to a necessary reduction in personnel unless there is substantial decrease in the number of students enrolled in the school district or there is a substantial decrease in the revenues of the school district.

C. Before the Board makes any necessary reduction in personnel it will consult with the Association on the effects of such reductions.

The Board will use the following criteria in making personnel reductions when necessary in the order listed:

1. Non-Degree personnel without a Life Certificate.
2. Degreed personnel who do not have a Provisional or Permanent Certificate.
3. Personnel who have passed age 65 who are on a one-year extension contract. Age will be used as the factor, oldest person being released first.
4. Probationary teachers in the following order:
  - Third Year Probation
  - First Year Probation
  - Second Year Probation
5. Non-Degree Life Certificated Personnel.
6. Provisional Certificated Personnel.

The above criteria will be applied to all teachers in the school district.

Reemployment criteria will be in the reverse order as used to reduce personnel.

The Association will be consulted if any deviations from the criteria are followed.

The following criteria will be used for the transfer of teachers after reductions in personnel have been made. A point system will be used. Points for the criteria are listed.

Tenure	12
Permanent Certificate	11
Provisional Certificate	10
Specialist Degree	9
Masters Degree plus 15 hrs.	8
Masters Degree	7
A.B. Degree plus 15 hrs.	6
A.B. Degree	5
Length of time in system	4
Length of time in grade, subject, department	3
Total years of teaching	2
Length of time in a building	1

All teachers in a grade, subject area or department in the system are to be considered in making transfers due to a reduction in staff.

Teachers who have been transferred to another position because of staff reductions shall have priority to return to their original position if they so request.

## **ARTICLE XX**

### **Continuity of Operations**

A. Both parties recognize the desirability of continuous and uninterrupted operation of the instruction program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined by Section 1 of the Public Employment Relations Act.

B. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by act of God. When the schools are closed to students due to the above conditions, teachers shall not be required to report for duty.

## **ARTICLE XXI**

### **School Calendar**

A. The school calendar will be set by the Board of Education after conferring with the Association. Any changes after adoption will be discussed with the Association and any recommendations will be given consideration.

## **ARTICLE XXII**

### **Professional Compensation**

A. The basic salaries of teachers covered by this Agreement are set forth in Appendix B and Appendix B-1 which are attached to and incorporated in this Agreement. Such salary schedules are to be negotiated for each year of this contract.

B. All teachers shall be given up to and including eight (8) years credit on the salary schedule set forth in Appendix B for teaching experience in any school district in the State of Michigan or other teaching experience in a school district accredited by a recognized accrediting agency.

C. A teacher's hourly rate is to be determined by dividing his regular salary by the number of hours he teaches per day times the number of days for which he is contracted. A regular full-time teacher's day shall consist of six (6) hours for pay purposes.

D. 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 ten cents per mile from his home school. If daily travel is among more than three 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. Teachers who qualify for travel allowance should turn in a monthly statement by the first Monday of the month.

E. The Board shall provide automobile liability insurance protection for teachers over and above the owner's liability insurance when their personal automobiles are used as provided in this section.

F. Teachers involved in voluntary extra duty assignments as set forth in Appendix B-2 which is attached to and incorporated in this Agreement shall be compensated in accordance with the provisions of this Agreement without deviation.

G. A teacher holding a Special Education Certificate, assigned and teaching a Special Education class, presently employed or newly hired by the district shall receive in addition to his regular salary three hundred dollars (\$300.00) yearly.

H. All school nurses with a R.N. degree shall receive 75% of the established teachers' salary, and nurses with a R.N. degree and a four year college degree shall receive 90% of the teachers' established salary schedule. In no case will any nurse who has been employed by the district prior to 1969 take a salary reduction. Actual school nursing experience will be used to determine any newly employed nurse's place on the salary schedule.

I. Checks will be issued to all certified employees on a twenty-six (26) pay basis. The amount to cover the 21st to 26th checks will be issued as the final pay check at the end of the teacher's school year if a written notice, signed by the teacher, is submitted to the business office thirty (30) days before the close of the teacher's school year unless otherwise mutually agreed.

Any teacher employed during the second semester will be placed on a pay-to-date basis.

## **ARTICLE XXIII**

### **Special and Student Teaching Assignments**

A. Assignments for Adult Education, Driver Education, and Summer School programs will be made by the Board on the basis of preference to properly qualified tenure teachers possessing permanent teaching certificates regularly employed in the district during the regular school year and who apply for such positions. No teacher shall be required to work a split shift or teach less than two hours in any summer program unless agreed to by the teacher employed. Teachers shall be compensated for teaching in any such programs at the rate of \$6.00 per hour.

B. The Board hopes at all times to have an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

It shall be the responsibility of the teacher to call the school, before the close of the students' school day, the day preceding his return in order that the substitute can be released. Failure to call and release the substitute shall result in the regular teacher losing a day's pay.

Teachers are not to employ substitute teachers directly under any circumstances.

C. Supervisory teachers of student teachers shall be tenured teachers possessing a minimum of a Bachelor's Degree in academic preparation who voluntarily accept the assignment. Arrangements contrary to the above shall be by mutual agreement of the Association and the administration.

## ARTICLE XXIV

### Student Discipline and Teacher Protection

A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counsellors, social workers, law enforcements personnel, physicians, or other professional persons, the Board will take reasonable steps to assist the teacher in securing the aid of the above mentioned personnel to help such a pupil.

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

C. A teacher may exclude a pupil from class temporarily when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. The teacher must send the pupil to the principal's office. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident in writing. As promptly as the principal's schedule will allow after receipt of the written statement, the principal will present to the teacher in writing a statement as to what action has been taken to prevent a reoccurrence of the situation which led to the removal of the student.

D. Procedure for suspension of students from school shall be distributed to students, teachers, and parents each year. School authorities will endeavor to achieve correction of student misbehavior through counselling and interviews with the teacher, the child, and his parents when warranted.

E. Any case of verbal, attempted or actual physical assault upon a teacher shall be promptly reported to the Board or its 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 the handling of the incident by law enforcement and judicial authorities.

F. If any teacher is complained against or sued in connection with his profes-

sional employment, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense.

In the event civil and/or criminal proceedings are brought against a teacher in the course of his employment and the teacher is ultimately exonerated, the District will reimburse the teacher for legal counsel fees expended in an amount not to exceed the sum recommended as the minimum fee by the Berrien County Bar Association. The teacher shall furnish the District with a statement from his legal counsel certifying the legal fees actually paid by the teacher, excluding any legal fees paid by insurance or from any other source.

This section refers only to the Board's supplying legal counsel to the teacher under these circumstances and in no way interferes with the Board's rights to take appropriate action against a teacher guilty of wrong doing as determined by the courts.

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

H. The Board will reimburse teachers for any damage or destruction of clothing or personal property in connection with any incident mentioned in this Article.

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

J. 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.

K. Any teacher, principal or superintendent may use such physical force within reason as is necessary on the person of any pupil for the purpose of maintaining proper discipline over the pupils in attendance at any school.

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. In every case of corporal punishment a witness must be present. The witness must sign the written report or submit his own report.

## **ARTICLE XXV**

### **Instructional Policies Council**

A. There is hereby established a joint Instructional Policies Council consisting of four representatives appointed by the Association and four administrative representatives including the Assistant Superintendent for Educational Services or his representative. The Council shall meet on the first and third Tuesday of each month during the regular school year and shall keep the Board and Association apprised on such matters as new teaching techniques, innovations and changes in curriculum, textbook needs, curriculum guides, pupil testing and evaluation, educational philosophy and goals, educational research and experimentation, educational research and experimentation, educational specifications for buildings, in-service training programs, and related matters.

B. The Council may appoint such joint professional study sub-committees as are deemed necessary.

The Council shall establish a Student Discipline Policy Review Board who shall

study and recommend student discipline policies and procedures to the Board.

C. The Council shall review proposals for federal grants prior to submission to the state or federal government and shall submit a written review and recommendation on the various proposals to the Board.

## ARTICLE XXVI

### Professional Grievance Procedure

A. If a 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.

B. For the purposes of the procedure hereinafter set forth a grievance shall be defined as any dispute regarding the meaning, interpretation or application of the terms and provisions of this Agreement or the alleged violation thereof.

C. In the event a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal within fifteen (15) working days after the occurrence of the event upon which it is based. The teacher shall be entitled to have an Association representative present during such discussion. In the event the teacher chooses to have an Association representative present, the principal shall be entitled to have present a member of the administrative staff.

#### Step 1:

If as a result of the informal discussion with the building principal, a grievance still exists to be further processed hereunder, the grievance must be reduced to writing – state the facts upon which it is based, when they occurred, specify the section of the contract which allegedly has been violated, must be signed by the aggrieved teacher or teachers or by the Association representative, and must be presented to the building principal concerned with the problem within three (3) working days after the oral conference referred to above. The building principal shall give the aggrieved teacher a written answer within five (5) working days after receipt of the written grievance and give a copy thereof to the chairman of the Association's grievance committee.

#### Step 2:

If the aggrieved teacher desires to appeal the decision of the principal either he or the chairman of the Association's grievance committee shall notify the superintendent, in writing, of the desire to appeal within seven (7) working days after receipt of the principal's answer. The Superintendent and the administration's grievance committee shall meet with the Association's grievance committee within ten (10) working days after receipt by the superintendent of the written notice of appeal. The superintendent shall prepare the written second step answer and give one (1) copy thereof to the aggrieved teacher and one (1) copy to the chairman of the Association's grievance committee within seven (7) working days after such meeting.

#### Step 3:

In the event the grievance is not resolved by the second step, the matter may be appealed to the Board of Education providing a written notice of such appeal by the aggrieved teacher or chairman of the Association's grievance committee is presented to the secretary of the Board of Education within fifteen (15) working days after receipt of the second step answer. If such appeal is taken, the Board of Edu-

cation in executive session, or a committee of members and/or its designated representative, shall meet with the Association's grievance committee to attempt to resolve the grievance with ten (10) working days after receipt of the notice of appeal to this step. A copy of the Board's disposition of the grievance shall be given to the Association and the teacher involved within five (5) working days after such meeting.

#### **Step 4:**

If, at this point, the grievance has not been satisfactorily settled, either party hereto shall have the right to submit such grievance to arbitration by the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules, then obtaining, providing such submission is made within thirty (30) calendar days after receipt by the Association of the Board of Education's Third Step answer. If the grievance has not been submitted to arbitration within said thirty (30) calendar day period, it shall be considered as being withdrawn by the Association. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by the Board of Education and the Association.

D. The time limits at any step of the grievance procedure may be extended by mutual agreement. In the event a grievance is not appealed from one step to the next within the time limits specified, the grievance shall be deemed to have been settled on the basis of the last answer thereto. In the event a grievance is not answered at any step of the grievance procedure within the specified time limit, the grievance may, at the discretion of the Association, be advanced to the next step.

In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school year or as soon thereafter as possible.

E. It is agreed by the parties hereto that grievances shall be processed during times which do not interfere with assigned duties. However, in the event it is mutually agreed by the aggrieved teacher, the Association and the Board to hold proceedings during regular working hours, a teacher participating in any level of the grievance procedure, including mediation, on his own behalf or on behalf of the Association, with any representative of the Board, shall be released from assigned duties, for the period necessary, without loss of salary.

F. If a grievance involves a group or class of teachers under more than one (1) administrator or supervisor, it shall be initiated at the second step of the grievance procedure.

G. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

H. 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.

I. 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.

J. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

K. The form for filing a grievance is annexed Appendix C of this Agreement.

## **ARTICLE XXVII**

### **Negotiation Procedures**

A. Representatives of the Board and the Association's Bargaining Committee 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 and to review the administration of this Agreement, and to resolve problems that may arise. These meetings are not intended to by-pass the grievance procedure.

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's Committee, unless mutually agreed otherwise.

The last Tuesday of each month, after regular school hours, should be reserved for these meetings.

B. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any matter, whether or not covered by this Agreement, except as noted.

C. The Association shall designate a teacher in each building as Association Representative (A.R.). The Building Principal and the Association Representative should meet at least once each month for the purpose of reviewing the content of this Agreement and to resolve problems which may arise. These meetings should in no way interfere with the teacher's classroom obligations.

D. Between March 1st and March 15th of the calendar year in which this Agreement expires the Board agrees to initiate negotiations with the Association over a Successor Agreement. 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.

E. 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 teacher's organization other than that designated as the representative pursuant to Act 379 Public Acts of 1965.

F. 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.

G. Neither party in negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power



and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

There shall be three signed copies of the final agreement for the purposes of record. One retained by the Board, one by the Association, and one by the Superintendent.

## ARTICLE XXVIII

### Miscellaneous Provisions

A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

B. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during the duration, shall be controlling. Neither the Board nor the Administration shall solicit execution of any individual contract at such time or in such manner as shall constitute an unfair labor practice under the Michigan Public Employment Relations Act.

C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.

All teachers covered under this Agreement who participate in the production of tapes, publications, or other produced educational material shall retain residual rights should they be copywritten or sold by the district.

D. 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.

E. Copies of this Agreement titled "Professional Agreement between the School District of the City of Benton Harbor and the Benton Harbor Education Association, M.E.A. - N.E.A.", shall be printed at the expense of the Board within 30 days after the Agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the Board unless conditions will not permit. Further, that the Board shall furnish 100 copies of the Master Agreement to the Association for its use.

F. Substitutes will be paid twenty-five dollars (\$25.00) per day. If a regular teacher agrees to serve when a substitute is not available, he will be paid \$5.00 per class period, or \$5.00 per hour if at the elementary level.

G. Any teacher serving as an acting principal shall have a substitute and be reimbursed at the rate of \$5.00 per hour for time spent beyond his regular school day.

**ARTICLE XXIX**  
**Duration of Agreement**

This Agreement shall be in effect as of September 2, 1969, and shall continue in effect until June 30, 1970.

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless otherwise agreed.

EDUCATION ASSOCIATION

By Bela M. Szendyfeld  
Its President

By Francis Shuck  
Its Secretary

By Charles H. Heat  
Chairman, Negotiating  
Committee

By Katherine Schmittman  
Negotiating Committeeman

By Roger Peterson  
Negotiating Committeeman

By Fielding J. Truch  
Negotiating Committeeman

By William B. Crow  
Negotiating Committeeman

By Robert Lane  
Negotiating Committeeman

BOARD OF EDUCATION

By Steve E. Sage  
Its President

By John Linder  
Its Secretary

By Robert Wayne  
Chairman, Negotiating  
Committee

By Donald S. McAlvey  
Negotiating Committeeman

By Robert B. Smith  
Negotiating Committeeman

## APPENDIX B-1

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

### TEACHERS SALARY SCHEDULE – \$7,000 Base

Exp.	Index	AB Degree	Index	AB + 15 Hrs. Grad.Cd.	Index	MA Degree	Index	MA + 15 Hrs. Grad.Cd.	Index	Ed.S Ed.D PHD
0	1.00	7,000	1.04	7,280	1.08	7,560	1.12	7,840	1.16	8,120
1	1.04	7,280	1.08	7,560	1.12	7,840	1.16	8,120	1.20	8,400
2	1.12	7,840	1.16	8,120	1.20	8,400	1.24	8,680	1.28	8,960
3	1.18	8,260	1.22	8,540	1.26	8,820	1.30	9,100	1.34	9,380
4	1.24	8,680	1.28	8,960	1.32	9,240	1.36	9,520	1.40	9,800
5	1.30	9,100	1.34	9,380	1.38	9,660	1.42	9,940	1.46	10,220
6	1.36	9,520	1.40	9,800	1.44	10,080	1.48	10,360	1.52	10,640
7	1.42	9,940	1.45	10,220	1.50	10,500	1.54	10,780	1.58	11,060
8	1.48	10,360	1.52	10,640	1.56	10,920	1.60	11,200	1.64	11,480
9	1.54	10,780	1.58	11,060	1.62	11,340	1.66	11,620	1.70	11,900
10	1.60	11,200	1.64	11,480	1.68	11,760	1.72	12,040	1.76	12,320
11					1.74	12,180	1.78	12,460	1.82	12,740
12					1.80	12,600	1.84	12,880	1.88	13,160

Credit for up to 8 years previous experience is allowed.

**SALARY SCHEDULE B-2**  
**Extra Pay — Extra Work**

**Positions — Athletic**

	<b>Pay</b>
1. Junior High Athletic Coordinator and Equipment Manager	\$ 275.00
2. Cross Country, Golf, Tennis, Assistant Track, Junior High Track, Junior High Assistant Football in 7, 8, 9 and Junior High Assistant Basketball in 7, 8 and 9	300.00
3. Ninth 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 at High School	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 — Junior 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	1,500.00
8. Dramatics	500.00
9. Greybric — Year Book — Director	750.00
Greybric — Year Book — Assistant 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
13. Nurse coordinator	500.00
14. Night School coordinator	3,300.00
15. Night School Counselor	3,000.00
16. Reading coordinator	1,500.00
17. Vocational Education coordinator	1,500.00
18. Distributive Education coordinators — 2 extra weeks — salary prorated	
19. Office practice coordinator — 2 extra weeks — salary prorated	

**APPENDIX C-1  
GRIEVANCE REPORT FORM**

9/26/67

Grievance No. _____ School District _____			<b>Distribution of Form</b> 1. Superintendent 2. Principal 3. Association 4. Teacher
<b>GRIEVANCE REPORT</b> Submit to Principal in Duplicate			
Building	Assignment	Name of Grievant	Date Filed

**Step I**

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. 1. Statement of Grievance \_\_\_\_\_

2. Relief Sought \_\_\_\_\_

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_____	_____
SIGNATURE	DATE

C. Disposition by Principal \_\_\_\_\_

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_____	_____
SIGNATURE OF PRINCIPAL	DATE

D. Position of Grievant and/or Association \_\_\_\_\_

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_____	_____
SIGNATURE	DATE

**STEP II**

A. Date Received by Superintendent or Designee \_\_\_\_\_

If additional space is needed in reporting Sections B 1 & 2 of Step I, attach an additional sheet.

(Note: Continued on reverse side)

APPENDIX C-2

B. Disposition of Superintendent or Designee \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

_____	_____
SIGNATURE	DATE

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_

_____	_____
SIGNATURE	DATE

**STEP III**

A. Date Received by Board of Education or Designee \_\_\_\_\_

B. Disposition by Board \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

_____	_____
SIGNATURE	DATE

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_

_____	_____
SIGNATURE	DATE

**STEP IV**

A. Date Submitted to Arbitration \_\_\_\_\_

B. Disposition & Award of Arbitrator \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

_____	_____
SIGNATURE OF ARBITRATOR	DATE OF DECISION

NOTE: All provisions of Article \_\_\_\_\_ of the Agreement dated \_\_\_\_\_, 196\_\_\_\_, WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.