

1974 - 1975 - (?)

This Agreement entered into this day of , 1975, by and

between the Board of Education of Benzie County Central Schools, Counties of Benzie, Manistee, hereinafter called the "Board" and the Benzie County Central Education Association, hereinafter called the "Association."

ARTICLE I - RECOGNITION

The Board recognizes the Association as the sole exclusive bargaining representative with respect to wages, hours and working conditions for all elementary and secondary teachers who are certified - including teachers on tenure, teachers on probation, part-time teachers, and specially excluding the superintendent, building principals, substitute teachers not regularly employed and guidance counselors. The term "teacher" when used hereinafter in the Agreement shall refer to all employees represented by the Association in the bargaining or negotiation unit as above defined.

ARTICLE II - TEACHER'S RIGHTS

2.1 The Board shall not discriminate against any employee for membership or participation in lawful activities of the Association.

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

2.3 The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that when a special custodial service is required, the Board may make a reasonable charge therefor.

2.4 Organizational activities by the Association shall not take place during normal school hours.

2.5 The Board shall make readily available to the Association all information necessary for collective bargaining and/or to process grievances. The Board shall cooperate in helping the Association to locate the information, but it is under no obligation to incur costs or the time of clerks or the administration to prepare any information for the Association.

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Benzie County Central Schools

Benzie County Central Schools, Benzonia, Mich. 49616

2.6 Any costs incurred by the Board from Association requests for materials and supplies shall be paid for in full by the Association.

2.7 The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which will be provided in each school building. The Association may use the teacher mail boxes for communication to the teachers. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises.

ARTICLE III - MEMBERSHIP, FEES, AND PAYROLL DEDUCTIONS

3.1 Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing the deduction of Professional Dues in the Association which sum shall be in the amount of \$_____ for the school year 1974-75, and shall continue in effect from year to year unless revoked in writing between June 1 and September 1 or 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. Any teacher who shall not perform services for any entire month of the school year shall have his dues reduced by one-tenth of the yearly dues for each entire month he did not work, except where the failure to perform services during any month was the result of the teacher taking any leave of absences or sick leave provided for in this contract.

3.2 Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall as a condition of employment, pay as a Representation Benefit Fee to the Association an amount equal to the Professional Dues of the Association, provided however that the teacher may authorize payroll deduction for such fee in the same manner as provided in the preceding paragraph 3.1. In the event that a teacher shall not pay such Representation Benefit Fee directly to the Association or authorize payment

through payroll deductions, as provided for in the preceding paragraph, the Board shall cause the termination of employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this article is just and reasonable cause for discharge from employment, since the establishment of said Representation Benefit Fee is herewith deemed to be the sum required to insure that non-members pay their proportionate share of the costs of obtaining and administering the **benefits to be** received hereunder.

3.3 The procedure in all cases of discharge for violation of this Article shall be as follows:

- A. The Association shall notify the teacher of non-compliance by certified mail, return requested. Said notice shall detail the non-compliance and shall further advise the recipient that a request for discharge shall be filed with the board in the event compliance is not effected.
- B. If the teacher fails to comply, the Association shall file charges by writing, with the Board, and shall request termination of the teacher's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.
- C. The Board, only upon receipt of said charges, and request for termination, shall conduct a hearing on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Tenure of Teachers Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the Professional Dues and/or Representation Benefit Fees.

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3.4 With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for Professional Dues or Representation Benefit Fee, the Board agrees promptly to disburse said sums upon direction of the Association.

3.5 This article shall be effective retroactively to the date of the agreement and said sums payable hereunder shall be determined from said date.

3.6 The Association agrees to assume the legal defense of any suit or action brought against the Board regarding sections 3.1 through 3.5 of this Agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or action, subject however, to the following conditions:

- A. The damages have not resulted from the negligence, misfeasance or malfeasance of the Board or its agents.
- B. The Association, after consideration with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.
- C. The Association shall have the right to choose the legal counsel to defend any said suit or action.
- D. The Association shall have the right to compromise or settle any claim made against the Board under this section.

ARTICLE IV - SALARIES AND BENEFITS

4.1 The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement.

4.2 The salary schedule is based upon a normal weekly teaching load, as hereinafter defined, for the negotiated school calendar year, during normal teaching hours. For assigned extra duty the teacher shall be entitled to applicable additional salary according to the attached extra duty salary schedule.

4.3 Upon proof, submitted to the superintendent of schools, of receipt of a degree or certification, or completion of additional academic credit hours which call for an advanced placement of a teacher on the salary schedule, such teacher shall immediately be advanced to the scheduled step. Such advanced pay shall be retroactive to the date of completion of requirements. Conclusiveness of such proof shall be determined by the superintendent of schools.

4.4 A teacher shall receive his base annual salary in twenty-six equal installments. The teacher shall have the option of being paid his remaining salary in full on the final work day of the school calendar if he has met the full requirements of his contract.

4.5 New teachers employed by the school district with more than five years' experience in other school districts shall be placed at the fifth year experience level of the schedule and advanced two steps per year until they reach their appropriate experience level and corresponding salary.

4.6 Credit for military service: Teachers who are placed below the fifth year experience step shall be advanced one step on the schedule to give credit for military service.

4.7 When a teacher of the district is required to drive between school buildings, the said employee will be compensated at the rate of fourteen cents per mile.

4.8 The Board shall provide without cost to the employee, MESSA's Super Med I protection for a full twelve-month period for the employee's entire family.

4.9 Employees not wishing MESSA's Super Med I may apply the equivalent of an individual employee's premium toward the Selective Option package available through MESSA.

4.10 The Board shall make payment of insurance premiums for each employee to assure insurance coverage for each twelve-month period commencing October 1 and ending September 30 for all employees who complete their contractual obligation.

4.12 This program will remain in force until a new contract is ratified.

ARTICLE V - TEACHING HOURS

5.1 The negotiation committee from the Association shall work in conjunction with the Administration to propose the school calendar for the succeeding school year. In such calendar the number of days pupils are required to be in attendance shall not be less than the minimum number required by the Michigan School Code, presently 180 days.

5.2 A full time teacher's normal contract day in the Benzie County Central Schools shall be from 8:00 a.m. until 3:45 p.m. On days when Parent-Teacher conferences are held, an equal number of hours shall be scheduled, but shall not exceed the number of hours in a normal contract day. In the event it is necessary to change the structure of the school day, the above beginning hours may be changed, but shall not exceed the number of hours indicated above.

5.3 Extra work for which the teacher receives extra pay shall be performed outside of the normal teaching hours unless otherwise designated by the Board.

5.4 Once a month regularly scheduled teacher's meetings may extend until 5:00 p.m.

5.5 Each full-time teacher in grades kindergarten through twelve shall be provided a daily lunch period during which he is free of normal employment responsibilities. Such a lunch period shall be at least 45 minutes long. In grades eight through twelve such lunch period may be shortened up to seven minutes.

5.6 The maximum weekly teaching load in the Junior High (grades 6-7-8) and Senior High (grades 9-10-11-12) shall be twenty-five (25) teaching and five (5) un-assigned preparation periods. Assignment to a supervised study period shall not be considered a teaching period for the purpose of this article. Following a conference with the Board's designee, teacher, and Association representative, a teacher may consent to teach five (5) additional periods in lieu of five (5) supervised study periods.

5.7 Elementary teacher may use time when their classes are receiving instruction from various teaching specialists for organization, planning and preparing their work. In addition to this allotted time, the Elementary teachers shall be provided fifteen (15) minutes daily released period in the morning and a thirty (30) minute daily released period in the afternoon to be used for the above purpose.

5.8 Teachers doing substitute teaching during their preparation period shall be reimbursed for such assignment at the rate of \$7.50 per class period.

5.9 Nothing in this article shall require the Board to keep schools open in the event of severe and inclement weather or when otherwise prevented by an act of God. When schools are closed to students, due to the above conditions, teachers are not required to report to duty, and shall be notified. When openings are delayed due to the above conditions, teachers' hours shall be shortened accordingly, and they shall be notified.

5.10 In recognition of the rapidly expanding fields of knowledge in the social and scientific fields, the parties hereby agree to establish an In-Service Education Committee composed of three (3) persons appointed by the Association and three (3) persons appointed by the Board of Education.

- A. The committee shall organize itself and assume responsibility for the planning and conducting of the in-service education of professional teaching personnel.
- B. The committee shall be responsible for planning and conducting at least one in-service program per semester.
- C. These in-service programs shall be conducted on attendance days with a half-day released time allowed for each program.

ARTICLE VI - PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

6.1 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 principal and/or the

superintendent of schools thirty calendar days prior to the change. It is understood that the Board of Education or Superintendent shall have this right of assignment or transfer within the limitations set forth.

6.2 Teachers shall not be assigned outside the scope of their teaching certificate or their major or minor fields of study.

6.3 No Junior or Senior High School teacher will be assigned to more than three (3) different subject matter preparations in any one given semester without consent of the teacher involved.

6.4 The parties recognize that children having special physical, mental, and emotional problems, herein defined as a "learning disability," may require specialized classroom experience, and that their presence in a regular classroom may interfere with the normal instructional program and place extraordinary and unfair demands upon the teacher. Teachers believing that such students are assigned to their classrooms may identify the child as one who possesses a "learning disability" and may present arguments in support of said designation to the Board or its designee whose decision as to the status of said child will be final.

6.5 Supervisory teachers of student teachers shall be tenure teachers who voluntarily accept this assignment and they shall be known as "Supervisory Teachers." The parties recognize that "supervisory teachers" are not supervisory teachers under Public Act 379 of 1965.

ARTICLE VII - CLASS SIZE AND TEACHING CONDITIONS

7.1 The Board shall provide:

- A. A separate desk for each teacher in the district with lockable drawer space.
- B. Suitable closet space for each teacher to store coats, overshoes, and personal articles.
- C. Adequate chalkboard space in every classroom.

7.2 The Board shall make available in each school, one room furnished with a restroom and lavatory facility, to be used exclusively as a teacher

workroom and lunch room, where smoking will be permitted. Provisions for such facilities will be made in all future buildings.

7.3 The Board and Association agree that twenty-eight (28) pupils is a reasonable class load. Exceptions to this pupil-teacher ratio are physical education classes, band, chorus, and study halls. Laboratory classes will be limited in size to the equipment available.

7.4 On the fourth Monday after Labor Day, the superintendent, the principals and the negotiating committee from the Association will meet to study the existing class loads and attempt to make necessary adjustments.

7.5 At such time that any particular elementary class (K-5) reaches the size of thirty-three (33) pupils, a half-time aide will be provided for that class.

7.6 To relieve teachers of clerical, cafeteria, recess patrol and bus duty, the Board agrees to engage not less than one full-time aide for every seventy-five (75) students at the elementary level.

ARTICLE VIII - VACANCIES AND PROMOTIONS

8.1 Whenever a vacancy in any professional position (teaching or extra-duty) shall occur, the Board shall publicize the same by giving immediate written notice of such vacancy to the Association seven (7) days prior to the filling of said vacancy. During the school year a copy of the notice shall be posted in each building and one copy sent to the Association president. The seven (7) days begin from date on notice.

8.2 During the summer no vacancy shall be filled until seven (7) days following the mailing of a certified notification to the president of the Association.

8.3 Vacancies shall be filled on the basis of experience, competency and qualifications of the applicant, length of service in the district, and other relevant factors. Any new positions, including supervisory positions, shall be posted with accompanying job descriptions. The Board declares its

support of a policy of filling vacancies, including vacancies in supervisory position from within its own teaching staff.

8.4 To facilitate the filling of vacancies, teachers who are interested in applying for a change of position are asked to submit a letter of application each year to the Board informing them of such interest.

ARTICLE IX - COMPENSABLE LEAVE

SICK LEAVE

9.1 At the beginning of each school year, each tenure teacher shall be credited with twelve (12) days of illness and disability leave, the unused portion of which shall accumulate from year to year without limitation. The leave days may be taken by a teacher for the following reasons and subject to the following conditions:

- A. Personal Illness or Disability - Personal illness or disability shall mean physical or mental incapacity to report for and discharge duties to the extent of unused days credited. The teacher may use all or any portion of his leave to recover from his own illness or disability, which shall include childbirth and complications of pregnancy.
- B. Death in the Immediate Family - The teacher may take a maximum of four (4) days per death. Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, children, grandchildren, father and mother-in-law, and grand parents. The number of days which will be approved and paid at full salary will depend upon the travel and circumstances involved.
- C. Family Illness - The teacher may take a maximum of four (4) days per illness of spouse or children.

9.2 Probationary teachers shall be entitled to a sick leave accumulation at the rate of one day per month of employment and one additional day for the completion of each school year of probationary employment. This sick leave,

to the full amount of ten (10) days accumulation shall, at the beginning of the school year, be put at the disposal of each probationary teacher. The teacher may draw on his bank as required, subject to the provisions thereof, but in the event that the service of any probationary teacher is interrupted by reason of discharge, termination, suspension or leave and said teacher has utilized more sick leave days than have been accumulated on the monthly basis, then the value of the excess paid for leave days shall be deducted from as many pay periods as necessary beginning with the final pay and proceeding in inverse order to preceding pay periods due to the teacher at the time of interruption. Unused sick leave, left over at the end of the school year, shall be accumulated without limit.

9.3 In cases of personal illness or other emergencies when a one week notice is not possible, the teacher shall notify the principal of the impending absence no later than 7:00 a.m. on the day the teacher expects to be absent. Every case where notice by 7:00 a.m. on the day of absence is not possible shall be decided upon its merits by the superintendent with the rule of reason applying.

9.4 If a teacher reports for work and later finds it necessary to leave because of personal illness, the teacher shall have credit for working the half day providing that the teacher shall have worked at least fifty (50) per cent of that one-half ($\frac{1}{2}$) day, or all of the teacher's classes in that one-half day.

9.5 The Board or its duly authorized representative, upon written request to the teacher, shall be provided at the teacher's expense written certification from a doctor of medicine or osteopathy as to the status of the teacher's illness or injury when such illness or injury results in absence of five (5) consecutive days or more.

9.6 The Building Principal shall authorize such leave.

9.7 Within twenty (20) days after the beginning of each school year the Building Principals shall notify each teacher as to his total number of accumulated sick days.

PROFESSIONAL AND PERSONAL LEAVE

9.8 At the beginning of every school year, each teacher shall be credited with three (3) days, non-accumulative, to be used for the teacher's professional and personal business. Not more than two (2) of these three (3) days shall be used for personal business.

Professional business days shall be authorized by the Building Principal and shall be used for the purpose of:

- A. Visitation to view other instructional techniques or programs.
- B. Conferences, workshops, or seminars conducted by colleges, universities, professional groups, and the MEA and NEA and/or affiliate departments thereof.

The teacher may be requested to file a written report, within one week of his attendance at such visitation, conference, workshop or seminar.

Personal business days may be used for any purpose at the discretion of the teacher. A teacher planning to use professional or personal business days shall notify his principal in writing at least one week in advance, except in cases of emergency.

9.9 The Board reserves the right to limit the number of teachers to not more than two per building who will be absent on any given day.

9.10 At the beginning of every school year, the Association shall be credited with five (5) 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 no less than forty-eight (48) hours in advance of taking such leave. The Association will reimburse the Board of Education the entire cost of the substitute's salary.

9.11 Double deduction of leave days shall be made for reasons other than personal illness in the family, and other reasons beyond the control of the teacher during the five (5) days before and five (5) days after scheduled school vacation periods. These five (5) days include the first five days and the last five days of the school calendar.

9.12 If notice of absence is not given by the teacher in accordance with the above regulations, the teacher shall have one day's salary deducted for each day's absence without proper notice.

ARTICLE X - LEAVE OF ABSENCE

10.1 Any teacher whose personal illness extends beyond the period compensated under Article IX shall be granted a leave of absence without pay and fringe benefits for not to exceed one year from the first day of the extended illness. This length of time may be extended at the will of the Board, if the teacher or his/her doctor consider it necessary. Upon return from such a leave of absence, a teacher shall be assigned to the same position, if available, or a substantially equivalent position. The teacher shall present a written statement from a doctor of medicine or a doctor of osteopathy certifying that the teacher is able to resume the full duties of such position.

10.2 If a teacher wishes to continue fringe benefits he/she must reimburse the Board for all fringe benefits provided for by this collective agreement for the duration of said leave.

10.3 Maternity leave will be granted, without pay or fringe benefits, to any full-time or probationary teacher who requests a leave of absence including the approximate commencement date. The teacher shall be entitled to return from such leave at any time within one year upon presentation of a certified statement from a doctor of medicine or osteopathy that the teacher is able to resume full-time duties.

10.4 Military leave of absence will automatically be extended to any teacher going into the service in accordance with all legislation pertaining to such occurrence.

10.5 A tenure teacher may be granted a one-year leave of absence without pay for further study. A teacher upon return from such leave 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 and he shall retain his tenure and shall

accumulate compensable leave days. Before such leave can be granted, such teacher shall agree in writing to remain in the employment of the Board for not less than one year after such leave is completed.

10.6 Leave of absence without pay of up to two (2) years may be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other states, territories, or countries; foreign or military teaching programs; the peace corps; teacher corps or job corps as a full-time participant in such programs; provided such teacher shall agree in writing prior to the granting of such leave, to remain in the employment of the Board for not less than one year after such leave is completed. 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.

10.7 A leave of absence shall be granted upon application for the purpose of serving as an officer of the Michigan Education Association, or the National Education Association. Such leaves shall be granted under the terms and conditions set forth in section 10.6 of this Article.

ARTICLE XI - TEACHER EVALUATION

11.1 The performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated at least three (3) times during the school year; one month following the teacher's commencement of service, three (3) months after the teacher's commencement of service, and at least sixty (60) calendar days prior to the end of the probationary school year. Tenure teachers shall be evaluated at least once every year, no later than May 1st.

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

11.3 Evaluations shall be based on observations of not less than thirty (30) minutes.

11.4 The written evaluation shall be submitted to the teacher at a personal conference: one to be signed and returned to the evaluator within ten days, the other to be retained by the teacher. In the event the teacher feels his evaluation was incomplete or unjust, he may put the objections and reasons in writing and have them attached to the evaluation report to be placed in this personal file.

11.5 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. Each teacher's personal file shall contain the following minimum items of information:

- annual TB report and required medical information
- all teacher evaluation reports
- copies of all annual contracts will be made available
- teacher certificate
- a transcript of academic records
- tenure recommendations

11.6 All teachers shall at all times be entitled to have present a representative of the Association when being reprimanded, warned, or disciplined for any infraction or delinquency in professional performance.

When a request for such representation is made, no action shall be taken with respect to the teacher until a representative of the Association is present, provided the Association shall make a representative available no later than five days after the notice of the infraction.

11.7 Probationary teachers shall have a tenure teacher assigned to them by the Association at the beginning of the school year to assist those teachers in completing a successful probationary period. In evaluating the probationary teacher, the building principal may consult with the tenure teacher coach prior to completing his evaluation.

ARTICLE XII - PROTECTION OF TEACHERS

12.1 There shall be established rules and regulations governing the procedures to be utilized in disciplining, suspending or expelling students for misbehavior. Such rules and regulations shall be distributed to students and teachers, and made available to parents, at the commencement of each school year. Each teacher shall accept the responsibility to carry out these rules and regulations as set forth by the building principals.

12.2 Any case of assault upon a teacher by a student, parent or guardian or relative or friend of such student while a teacher is performing his duties shall be promptly reported to the Board or to its 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; further, the Board shall not be obligated to provide legal assistance in the preparation of a civil suit.

12.3 If any teacher is the subject of a complaint entered in a court of law or is sued by reason of disciplinary action taken by the teacher while in pursuit of employment in accordance with the Board and administration policies, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense.

12.4 Time lost by a teacher in connection with any incident mentioned in sections 12.2 and 12.4 of this section shall not be charged against the teacher unless the teacher is found negligent, in violation of state and local laws and regulations or guilty of a criminal act against a student in a court of competent jurisdiction as charged, in which case the Board shall not be obligated to compensate the teacher for time lost.

12.5 Whenever a teacher is absent due to injury incurred in the course of the teacher's employment, the Board shall pay to such teacher the difference between his salary and benefits received under the Michigan Workman's Compensation Act for one year from date of injury. Such absence shall not be deducted

or charged against the teacher's accumulated sick leave.

12.6 No disciplinary action based on complaints by parents of students can be taken until such complaints are made in writing by the parents and promptly called to the teacher's attention.

12.7 If requested by the teacher, an adult witness shall be provided for parent-teacher-student conferences involving special problems.

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

ARTICLE XIII - GRIEVANCES

13.1 A system of considering grievances is hereby agreed upon. Definition of terms is as follows:

- A. A grievance is a claim by a teacher or the Association or Board that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement or any condition of employment involving wages, hours, and working conditions.
- B. The term "days" shall mean school calendar attendance days.

13.2 Purpose: The primary purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

13.3 Should a teacher feel that a violation is in evidence, the steps of procedure are as follows:

- A. Within ten (10) days after the alleged violation has occurred, the teacher discusses the matter with his principal individually, together with the Association Representative, or through the Association Representative. A written response shall be forthcoming within five (5) days following this discussion. If not, the teacher may proceed to Step 2, but must do so within five (5) days.

- B. The Association presents the grievance in writing to the superintendent and arranges an interview. This interview must be granted within five (5) days after the superintendent received the request. The superintendent shall make his decision within five (5) days in writing, sending a copy thereof to the teacher and to the designated Association Representative. If this decision is not forth coming, or is not satisfactory, the teacher may, within ten (10) days proceed to Step 3.
- C. The Association presents the grievance in writing to the Board of Education no later than the Thursday preceeding its regular monthly meeting and arranges a hearing. The Board shall place the hearing on its agenda. If no satisfactory disposition by the Board is reached within ten (10) days the Association may proceed to Step 4. If the Association rejects the decision of the Board, the Association shall within ten (10) days after receiving said decision give notice to the Board that it is proceeding to Step 4
- D. If the Association is not satisfied with the disposition of the grievance by the Board, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the selection of the arbitrator within ten (10) days, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceedings any grounds or to rely on any evidence not previously disclosed to the other party . The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgement thereon may be entered in any court of competent jurisdiction.
- E. The fees and expenses of the arbitration proceedings described in Step 4 above shall be shared equally by the parties.

- F. If the teacher fails to appeal within the time limit set in the grievance procedure, it shall be deemed as acceptance of the decision, at that level, by the teacher. In the event grievance procedures are not brought within the time period stated, they cannot thereafter be brought.
- G. If this teacher withdraws the grievance or leaves the employment of the Board this shall serve to terminate the processing of the grievance.
- H. The grievance procedure shall not apply in those areas in which the tenure act describes the procedure or authorizes a remedy; for example: discharge or demotion.

ARTICLE XIV - PROFESSIONAL BEHAVIOR

Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the board or its representatives 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.

ARTICLE XV - MISCELLANEOUS

15.1 The Board shall supply a written statement to each teacher of all insurance protection provided by the Board in connection with the teacher's performance of his teaching duties.

15.2 The retirement age in Benzie County Central Schools shall be 65 years. No teacher will be offered a contract after the school year in which he shall have attained the age of sixty-five.

15.3 When a teacher retires from the profession after reaching the age of sixty-two (62) and he has completed at least ten (10) years of service in the Benzie County Central Schools, including service in former school districts now incorporated within the Benzie County Central Schools district, as an added increment to his final contract, one-third of one percent of his final contract

salary shall be paid for each year of service in this school district to be paid in his final pay check. However, the above amount shall not exceed One Thousand Dollars (\$1,000.00) per teacher.

15.4 Copies of this Agreement shall be duplicated at the expense of the Board and presented to all teachers employed for the duration of agreement.

15.5 Representatives of the Board and Association's negotiating committee will meet on the 4th Monday of each month for the purpose of reviewing the administration of the contract, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.

15.6 In the event that it becomes necessary to reduce the number of teachers through layoff from employment by the District, then the teachers with the most service with the District who are fully certificated and qualified to staff the positions kept active shall be retained.

15.7 The order of recall shall be in reverse of the order of layoff, with those teachers laid off last recalled first to the first vacancy in the school district for which they are certificated and qualified. In case more than one laid off teacher is being recalled at the same time, criteria for determining placement shall be the same as determining layoff.

15.8 Between April 1 and April 15 of 1975 the parties shall initiate negotiations for the purpose of entering into a successor agreement.

ARTICLE XVI - ACADEMIC FREEDOM

Freedom of individual expression will be encouraged and fair procedures will be developed to safeguard the legitimate interests of the school and to exhibit by appropriate examples the basic objectives of a democratic society.

ARTICLE XVII - CURRICULUM COUNCIL

There is hereby established a Joint Curriculum Council consisting of three representatives appointed by the Association and three appointed by the Board. Beginning in October, the Council shall meet on the first and third Tuesdays of each month during the regular school year and advise the Board and the Association on such matters as teaching techniques, courses of study, textbooks,

curriculum, pupil testing and evaluation. When recommendations are submitted to the Board from the Joint Curriculum Council, the Board shall act on such matters within ninety (90) days of their submission, keeping the Council informed of all actions as they occur pertaining to such submission. The Board shall provide secretarial assistance to the Council. The Board, except in cases of extreme emergency, shall first present all proposed changes in the above areas to the Joint Curriculum Council for prior review and recommendation.

ARTICLE XVIII - RIGHTS OF THE BOARD OF EDUCATION

The Association recognizes that the Board of Education has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.

ARTICLE XIX - DURATION OF AGREEMENT

19.1 This Agreement shall be effective as of _____, and shall continue in effect for _____ year until _____. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

19.2 The parties acknowledge that during the negotiations which resulted in this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore the Board and the Association for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in this agreement or with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subjects or matter may have not been within the knowledge or contemplation of either of the parties at the time they negotiated or signed this Agreement.

1974-75 Calendar
 BENZIE COUNTY CENTRAL SCHOOLS

Preschool Workshop for Teachers	Thursday, August 29
School Opens for Students	Tuesday, September 3
First Marking Period Ends (29 Attendance Days) (30 Contract Days)	Friday, October 11
Parent-Teacher Conferences (School a.m. only-Attendance Day) (Conferences-afternoon and evening)	Thursday, November 7 Friday, November 8
Second Marking Period Ends (30 Attendance Days) (30 Contract Days)	Friday, November 22
School Closed for Thanksgiving	Thursday, November 28 Friday, November 29
School Reopens after Thanksgiving	Monday, December 2
School Closed for Christmas	Monday, December 23 through Friday, January 3
School Reopens after Christmas	Monday, January 6
Third Marking Period Ends ($\frac{1}{2}$ Records Day-No School p.m.-Contract Day) (33 Attendance Days) (33 Contract Days) (92 Attendance Days in Semester) (93 Contract Days in Semester)	Friday, January 24
Fourth Marking Period Ends (30 Attendance Days) (30 Contract Days)	Friday, March 7
School Closed for Easter	Friday, March 28-April 6
School Reopens after Easter	Monday, April 7
Fifth Marking Period Ends (29 Attendance Days) (29 Contract Days)	Friday, April 25
Memorial Day (No School)	Monday, May 26
Sixth Marking Period Ends (School Closes at noon) ($\frac{1}{2}$ Day Records Day p.m -Contract Day) (29 Attendance Days) (29 Contract Days) (88 Attendance Days in Semester) (88 Contract Days in Semester)	Friday, June 6

180 Attendance Days
 181 Contract Days

SCHEDULE A

1974-75

(A) Salary:

0	8,550.00
1	9,000.10
2	9,450.20
3	9,900.30
4	10,350.40
5	10,800.50
6	11,250.60
7	11,700.70
8	12,150.80
9	12,600.90
10	13,051.00

EXTRA CREDIT SALARY:

B+20 - 600	MA - 800
B+25 - 650	MA+15 - 850
B+30 - 700	MA+30 - 900

- (B) Salary Retroactive to beginning of school year.
- (C) Super Med I Health Insurance - upon ratification of contract.
- (D) 5% Retirement to be paid by Board beginning with fourth pay.
- (E) (1) The B.A. + credit hours must be earned subsequent to the awarding of the Bachelor degree; 18 of which must apply toward continuing certification.
 (2) The M.A. hours must have been earned in the field of elementary education; secondary education; guidance; or school administration in order to apply towards the master schedule.
- (F) Compensation for a split grade (combination grades) shall be \$200.00.
- (G) Credit hours referred to in E (1) relate to semester hours of credit.

EXTRA DUTY PAY

If the Board shall assign, and the teacher shall accept extra duties as listed below, then the following salaries shall be paid in addition to the salaries set forth in the annual salary schedule. It is expressly understood that a contract stipulating extra compensation for a teacher performing extra duties has a non-tenure status. For a teacher who has attained continuing tenure, failure of the Board of Education to re-employ such teacher in a capacity other than as a classroom teacher shall not be deemed a demotion within the provisions of Act R, Michigan Public Acts of 1937, extra session as amended. These assignments must be made by October 15 of each year.

EXTRA DUTY SCHEDULE BASED ON BEGINNING SALARY

Athletic Director	10%	Wrestling	8%
Head Football	12%	Ski	4%
Assistant Football	9%	Girls' High School Basketball	6%
Eighth Grade Football	5%	Girls' High Schools Track	3%
Head Basketball	13%	Cheerleading (High School)	10%
J.V. Basketball	9%	Cheerleading (Junior High)	2%
Ninth Grade Basketball	5%	Annual Advisor	5.5%
Eighth Grade Basketball	5%	Class Advisors (8-9-10)	1%
Seventh Grade Basketball	5%	Play Director	4%
Track Coach	7%	Extra Curricular Club Advisor	2%
Assistant Track	4%	Senior Advisor	2%
Cross Country	4%	Junior Advisor	2%
Baseball	7%	F.F.A. Advisor	35%
Assistant Baseball	4%	Debate and Forensics	5%
Golf	4%	Student Council (High School)	2%
Assistant Band	7%	Band	13%
F.H.A. Advisor	5%	Student Council & Annual (Jr. High)	2.5%