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MASTER AGREEMENT

between the

BOARD OF EDUCATION  
RUDYARD AREA SCHOOL DIST. #11

and

RUDYARD EDUCATION ASSOCIATION

July 1, 1973 to June 30, 1975

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## EDUCATION ASSOCIATION AGREEMENT

This Agreement entered into this 1st day of July, 1973, by and between the Board of Education of the Rudyard Area Schools of Rudyard, Michigan, hereinafter called the "Board", and the Rudyard Education Association, hereinafter called the "Association".

### WITNESSETH

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

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

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

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

In consideration of the preceding mutual statements, which shall not be subject to the grievance procedures, it is hereby agreed as follows:

### ARTICLE I

#### RECOGNITION

A. The Board hereby recognizes the Association as the exclusive bargaining representative for all persons certified as teachers by the Michigan Department of Education and employed by the Board in a teaching position. All other positions are excluded, among these being: superintendent, assistant superintendents, principals, director of vocational education, coordinator of instruction K-2, assistant principal, substitute teachers, teacher's aides, or any other non-teaching positions, and supervisors within the meaning of the Public Employment Relations Act. The term "teachers", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and reference to male teachers shall include female teachers.

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

### ARTICLE II

#### TEACHER RIGHTS

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that all certified personnel, as defined in Article I, A., of the Board shall have the right to freely 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 cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or

ARTICLE II (cont'd.)

deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions 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 reasons of his membership in the Association, his participation in any activities of 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 Federal or Michigan laws or applicable civil service regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided by law.

C. The Association and its members shall have the right to use school facilities designated by the building principal at all reasonable hours for meetings. This does not infer that the school district is to provide building facilities for area meetings.

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

E. The Association shall have the right to use typewriters, mimeographing machines, other duplicating equipment, and all type of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. No equipment shall be removed from the school without prior notification to the principal.

F. 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 shall be provided in the lounge of each school building. The Association may use teacher mail boxes for communications to teachers. It shall be clearly understood that none of the above facilities shall be used for posting or transmitting materials of a political nature, supporting a political party or candidate, or a political issue. No teacher shall be prevented from wearing insignias, pins, or other identification of membership in the Association either on or off school premises.

G. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available compiled information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

H. Two copies of the tentative agenda and notes regarding the agenda for regular and special Board meetings shall be sent to the Association President at the time that they are sent to members of the Board.

I. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

## ARTICLE II (cont'd.)

The private and personal life of any teacher is not within the appropriate concern or attention of the Board as long as it is consistent with the Code of Ethics of the Educational Profession, as adopted by the N.E.A., 1968 revision and the high standards that the teaching profession has set.

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

## ARTICLE III

### BOARD RIGHTS

The Board, on its own behalf and on behalf of the electors of the district, 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 of the United States, including, but without limiting the generality of the foregoing, the right:

- (1) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
- (2) To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote, and transfer all such employees;
- (3) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
- (4) To decide upon the means and methods of instruction, the selection of textbooks, and other teaching materials, and the use of teaching aides of every kind and nature;
- (5) To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignment of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.
- (6) To require a teacher to obtain a mental or physical examination at Board expense when there exists reasonable doubt as to the teacher's effectiveness due to health problems. The examining physician or physicians shall be designated by the Board. The results are to be filed with the Board for action as to retention or forced leave of absence. If the teacher is dissatisfied with

### ARTICLE III (cont'd.)

the results of the first examination, they may request a second examination at their expense with the physician or physicians to be selected by mutual agreement between the Board and the Rudyard Education Association. If the teacher refuses Board recommended examination by an appropriate physician, or if a second physician cannot be mutually agreed upon, the decision of the Board concerning leave or retirement shall be final.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

### ARTICLE IV

#### DEDUCTIONS FOR PROFESSIONAL DUES

- A. Teachers may at any time sign and deliver to the Board an assignment authorizing deduction of membership dues of the Rudyard Education Association, and/or the Michigan Education Association, and/or the National Education Association. Such authorization shall continue in effect unless subsequent to June 1st and prior to September 1st of any year, such authorization is formally revoked by the teacher in writing, on a form obtainable from the Association, and copies thereof are delivered to the Association and the Board's representative who shall be the business manager.
- B. The deduction of membership dues shall be made from one regular pay check each month, for ten (10) months, beginning in September and ending in June of each year and the Board agrees promptly to remit to the respective associations all moneys so deducted.
- C. The deduction of membership dues will cease as of the 16th day of any month during which an employee terminates his employment.
- D. The deduction of membership dues shall not be made during the month that a teacher is on leave of absence or absent because of prolonged illness when the teacher's pay is not sufficient to cover the membership in any pay period.
- E. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for tax deferred annuities from John Hancock Insurance, Metropolitan Life Insurance, and MEA; a credit union, mutually agreeable to both parties, U.S. Government Savings Bond, or any other plans or programs jointly approved by the Association and the Board. All payroll deduction authorizations must be turned in to the Administrative Office no later than October 1. These authorizations are not subject to change for the duration of the year. New employees hired after this date will be allowed to make designated deductions within the first 30 days of employment.
- F. The Association will indemnify and save harmless the Board for all sums improperly checked off and remitted to the Association plus any costs, including attorney's fees, incurred by the Board in connection therewith, with the exception of clerical errors.

## ARTICLE V

### TEACHING HOURS

A. The teacher's normal teaching hours in elementary and secondary schools shall be as follows:

- (1) Teachers check in no later than 8:20 A.M.
- (2) Teachers not assigned duties earlier than 8:20 A.M.
- (3) Teachers shall leave school no earlier than 3:45 P.M.  
(unless permission is granted by the principal)
- (4) Teachers may leave school at 3:30 on Fridays and the days before vacations.

B. The Board recognizes the principle of a standard forty-hour work-week and will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within such standard work-week. The Board will not require teachers regularly to work in excess of such standard work-week within or outside of any school building.

C. Elementary classroom teachers will be free to leave the room when special teachers assume charge of students. If a special teacher or substitute is not available, the teachers scheduled for that day will be notified by 8:30 A.M.

D. All teachers shall be assigned a continuous duty-free lunch period at least thirty (30) minutes in length.

## ARTICLE VI

### EMERGENCY SCHOOL CLOSING

A. In case of early dismissal due to inclement weather, all schools will be dismissed at the same time.

B. In the event that a teacher is unable to get to school because of the closing of roads by law enforcement agencies, such teacher shall have the time lost charged against sick leave time. In the event that a substitute teacher has been hired, the teacher will be charged with a full days sick leave even though school is dismissed early.

## ARTICLE VII

### TEACHING LOADS AND ASSIGNMENTS

A. The normal teaching load in the Senior High School will be twenty five (25) teaching periods and five (5) preparation periods. Supervision of study halls shall be counted as teaching periods. No teacher shall be assigned to more than two (2) study halls. The normal weekly teaching load in the Junior High School will be thirty (30) assigned teaching periods and ten (10) preparation periods. In addition, teachers at the Junior and Senior High Schools may be assigned home room duty by the principal. Additional supervision would be mandatory when necessary to insure the smooth operation of the school system. The normal teaching load in the elementary school will not exceed 1575 minutes per week of actual teaching time. In the Junior and Senior High Schools, no teacher who is teaching a normal teaching load shall have more than three (3) preparations per day.

## ARTICLE VII (cont'd.)

The secondary Type A teaching load shall be the same as the teaching load in Senior High School. All elementary Type A & B special education teachers will be assured teaching specialists in art, music, and physical education if these services are provided for the total elementary schools. There shall be no departure from these norms except in case of emergency.

B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study. Elementary teachers will be assigned to the grade of their training and choice whenever possible.

C. Elementary and secondary teachers shall be given a written statement prior to the closing of school in June as to their tentative assignment for the coming school year. New teachers shall be given a written statement as to their tentative assignment by July 15th. The statement does not prohibit the administration from transferring the teacher as provided in the Master Contract.

D. Teachers who will be affected by a change in grade assignment in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals as soon as practicable and prior to June 1st. If a change is necessary after this date, the teacher will be consulted. If the administration is unable to locate the teacher for consultation, a registered letter will be sent to inform the teacher of the change. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such change.

## ARTICLE VIII

### TEACHING CONDITIONS

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

A. 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. If the recommended maximums are exceeded on the elementary level for a period of ten (10) school days, a teacher aide will be provided upon teacher request. On the secondary level when the average of all class loads exceeds the recommended maximum for a period of ten (10) school days, a teacher aide will be provided upon teacher request. This aide may be assigned other duties in the school by the principal; however, the teacher requesting the aide shall have first priority on her time and assistance. If the overload is relieved, the teacher aide will be employed for the same number of days that the overload existed without teacher aide assistance.

The recommended class size per teacher is not designed to inhibit large group instruction.

ARTICLE VIII (cont'd.)

(1) Kindergarten per ½ day session	22 students
(2) First-Second Grade	25 students
(3) Third-Sixth Grade	28 students
(4) Special classes for handicapped or mentally retarded	State Limitations
(5) Special sight-saving and hearing conservational classes	State Limitations
(6) Emotionally disturbed classes	State Limitations

The recommended maximum class size per teacher in the secondary schools shall be as follows:

English	)	
Social Studies	)	
General Education	)	
Mathematics	)	30 students
Science	)	
Language	)	
Business	)	
Typing		38 students
Industrial Arts		22 students
Drafting		22 students
Machine Shop II		12 students
Welding		18 students
Power Mechanics		18 students
Electronics		18 students
Homemaking		22 students
Art		25 students
Band and Chorus		Unlimited
Physical Education		40 students
Health		32 students

B. 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. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes to implement all joint decisions thereon made by its representative and the Association. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained when finances permit.

C. The Board shall make available in each school, lunchroom, restroom, and lavatory facilities for teacher use and at least one room which shall be reserved for use as a faculty lounge in which smoking shall be permitted.

D. Telephone facilities shall be made available to teachers for their reasonable use. Personal toll calls shall be made at the teacher's own expense.

E. The Association may install vending machines in the teacher's lounge with the proceeds to go to the Association Scholarship Fund. The cost of installation is to be defrayed by the Association and the machines are to be operated by members of the Association.

ARTICLE VIII (cont'd.)

- F. Parking facilities shall be provided for teacher use.
- G. 1. A separate desk for each teacher in the district with drawer space and key to such desk when available.  
2. Suitable locked closet space for each teacher to store coats, overshoes and personal articles, and a key to such closet upon request.  
3. The teacher may request a key for their building to be checked out with the principal for a designated period of time.
- H. The Board agrees to relieve teachers of cafeteria duty in the elementary school.
- I. No student will be sent to the study hall for the purpose of disciplinary action. Only students assigned by the principal will be allowed in the study hall.

ARTICLE IX

VACANCIES, PROMOTIONS, AND TRANSFERS

A. Whenever any vacancy in any professional position in the district shall occur, the Board will post the same within ten (10) school days of the vacancy, in every school office and teachers' lounge within the district. Such position will be filled on a contractual basis within 45 school days of the last day of posting. No vacancy shall be filled until such vacancy has been posted at least ten (10) school days. There shall be no deviation from these norms unless an emergency exists. An emergency shall exist if no applicants satisfactory to the administration are available for the position, if the position becomes available less than ten (10) days prior to the start of school, or if a resignation is received less than ten (10) days before the position becomes vacant. Whenever vacancies occur during the normal summer months when school is not in session, the following procedures will be followed:

- (1) Teachers with specific interests in possible vacancies will notify the Personnel Office or Director of their interest in writing during the last regular week of school and shall include a summer address.
- (2) Should a vacancy occur, an attempt shall be made to notify the teachers who have expressed an interest in that position or a similar position by the Personnel Office. An attempt will be made to contact them by phone (from the number listed on the summer address form supplied by the teacher); if they cannot be reached by phone, a registered letter will be sent to the summer address of the teacher. The attempted notification shall occur as soon as the position is posted.
- (3) The teachers shall have the responsibility of contacting the Personnel Office or Director indicating their interest in said position within ten (10) calendar days of the postmark on the registered letter.

ARTICLE IX (cont'd.)

(4) Vacancies will be posted in the High School lounge within 15 days after their creation. No position will be filled until it has been posted 15 calendar days unless in case of emergency as defined above.

B. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system of the district, and other relevant factors. The Board declares its support of a policy of promotions from within its own teaching staff, including promotion to supervisory and executive levels. "Service" in the system, for the purposes of this Agreement, shall mean continuous employment in a school of the district, irrespective of tenure status, but shall exclude all periods when the teacher was on leave of absence for any cause.

C. Since the frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible. If such transfer becomes necessary, ten (10) days notice will be given to the teacher(s) involved unless an emergency as defined in A above exists.

D. Requests to transfer to vacancies occurring in the system will be considered when:

(1) The application is made in writing

(2) The person requesting the transfer is fully qualified for the new position.

E. The teacher will be given a written statement as to the disposition of the request to transfer.

F. If the request for a transfer is denied, the teacher may request in writing a conference with the administrator signing the disposition of the request. Within a period of two weeks of receiving the request for a conference, the administrator will arrange a conference with the teacher.

At the time of the conference, the teacher will be informed orally of the reasons that the transfer was denied.

The teacher may request the presence of a building representative at this conference.

G. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

ARTICLE X

REDUCTION IN PERSONNEL

A. Should a reduction in staff become necessary because of a decrease in enrollment, the following procedures will be used to determine which teachers are to be retained:

ARTICLE X (cont'd.)

1. Contracts will not be renewed for teachers who know that they would not be able to fulfill the contract at the time of renewal, if other presently employed qualified personnel are available for those positions.
  2. Contracts will not be renewed for teachers who are eligible for retirement, if other presently employed qualified personnel are available for those positions. Qualifications for retirement under this article shall be considered 62 years of age as of June 30th of the calendar year during which the reduction is made.
  3. Contracts will not be renewed for teachers who possess less than full certification if other presently employed qualified personnel are available for those positions.
  4. Any teacher on leave of absence will be re-employed subject to Section B.
  5. During time of Phase Out of the Base, contracts issued to wives of husbands who have been transferred may be terminated by mutual consent upon thirty (30) days written notice.
- B.
1. The Board will retain, as nearly as possible, those teachers with Life, Provisional, or Permanent Certificates with the most years of continuous teaching or administrative experience in Rudyard Area School District, providing that the teacher shall meet the qualifications as given in B2 and B3. Any interval of non-employment by the Rudyard Area Schools, for a period of over ninety (90) days, excluding teachers who have been on approved leave of absence and received their salary increment, nullifies previous years of experience in Rudyard Area Schools.
  2. In any instance where years of experience in Rudyard are the same, the individuals involved will be able to present their cases in a hearing before the Administration and three members of the REA and the REA president. It is acknowledged that the Administration has the sole responsibility in determining the outcome of the cases; however, the REA president or his designee shall be notified of the meeting in which the final decision is announced.
  3. At the elementary level, K-6 qualifications shall be proper certification and teaching experience in the following categories: lower elementary, K-4; or upper elementary, 3-6.
  4. At the secondary level, grades seven through twelve, qualifications to teach in a subject shall be proper certification, experience in the general field to be taught, and experience in grades seven through twelve.
  5. Special teachers; music, art, special education, physical education, French, remedial reading, shall have full certification in their specialty field. The right to teach in a regular classroom shall be dependent upon proper certification.

## ARTICLE X (cont'd.)

C. Notice of positions to be cut from the staff will be given in writing by posting in each school. Any teacher wishing to retain his position, or to transfer to a position to which he is qualified, shall submit his request to the Board within ten (10) school days or fifteen (15) calendar days if school is not in session, of the posting of the notice.

D. For the balance of any school year in which an emergency exists, because of a decrease in enrollment, any teacher under contract may be required to teach in a subject area or grade for which they are not qualified.

E. The Association and Board will assist all teachers terminated for lack of work in their attempt to secure employment in other districts.

## ARTICLE XI

### TEACHER EVALUATION

A. During the first year of probation, a teacher shall be evaluated at least three times. Each evaluation shall be based on general observation of the teacher within the school and a minimum of sixty (60) minutes of classroom observation. Each classroom observation of no less than fifteen (15) minutes shall be followed by a conference with the teacher within ten (10) school days

1. Prior to October 15th, the first written evaluation shall be made of the teacher. This evaluation shall be discussed in a conference with the teacher and a copy of the evaluation furnished the teacher.
2. Prior to January 15th, the second written evaluation shall be made of the teacher. This evaluation shall be discussed in a conference with the teacher and a copy of the evaluation furnished the teacher.
3. Prior to March 15th, the third written evaluation shall be made of the teacher. This evaluation shall be discussed in a conference with the teacher and a copy of the evaluation furnished the teacher.

B. During the second year of probation, a teacher shall be evaluated at least twice. Each evaluation shall be based on general observation of the teacher within the school and a minimum of sixty (60) minutes of classroom observation. Each classroom observation of more than fifteen (15) minutes shall be followed by a conference with the teacher within ten (10) school days.

1. Prior to December 1st, the first written evaluation shall be made of the teacher. This evaluation shall be discussed in a conference with the teacher and a copy of the evaluation furnished the teacher.
2. Prior to March 1st, the second written evaluation shall be made of the teacher. This evaluation shall be discussed in a conference with the teacher and a copy of the evaluation furnished the teacher.

ARTICLE XI (cont'd.)

C. Each tenure teacher shall be evaluated at least once each school year. Evaluation shall be based on general observation of the teacher within the school and a minimum of sixty (60) minutes of class observation. Each classroom observation of no less than fifteen (15) minutes shall be followed by a conference with the teacher within ten (10) school days. When the written evaluation is made of the teacher, a conference with the teacher shall be held and the teacher shall be given a copy of the evaluation. This written evaluation shall be no later than April 1st.

D. All observations shall be conducted by administrators of the Rudyard Area Schools. All monitoring or observation of the performance of a teacher shall be conducted without the use of intercom or hidden device, unless the teacher shall request in writing a form of closed surveillance.

E. In the event that a teacher feels that the evaluation was incomplete or unjust, the teacher may put his objections in writing and have them attached to the report to be placed in their personal file.

F. A "teaching coach" shall be assigned to every probationary teacher upon entrance of the teacher into the system. This assignment will be given the teacher in writing. The teacher coach shall be a tenure teacher and shall be engaged in teaching within the same grade, building, or discipline as the probationary teacher. It shall be the duty of the teaching coach to assist and counsel the probationary teacher in acclimation to the teaching profession and the school system. The teaching coach shall not be involved in the evaluation of the probationary teacher.

G. Each teacher shall have the right, upon request, to review the content of his own personal file, excluding confidential records. The teacher may request a representative of the Association to accompany them in the review. The review shall take place in the administrative office in the presence of a representative of the Board. Each teacher's personal file shall contain the following minimum items of information:

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

H. In the event the first and/or second evaluation indicates the teacher's position is in jeopardy, the administrator shall select a tenure teacher to evaluate the teacher prior to March 15th. Written copies of this evaluation are to be supplied to the teacher being evaluated and to the administrator. Recommendations as to demotions, retention, or change of professional status shall be an administrative function.

I. If a teacher or the administrator chooses, the building representative and/or an administrator may sit in on the evaluation conference.

## ARTICLE XII

### PROTECTION OF TEACHERS

A. Since the teacher's authority and effectiveness in his classroom is undermined when there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for certifiable emotionally disturbed students. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil. If a student is certified as mentally retarded or emotionally disturbed, then his placement and program shall be that recommended by the Educational Planning Committee as set up under the rules and regulations of the Intermediate Plan for the Implementation of Public Act 198 of 1971.

B. A teacher may exclude a pupil from class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident in writing. The pupil shall not be returned to the class until after consultation by the principal with the teacher. Final determination shall be made by the principal or his designee.

C. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

D. If any teacher is complained against or sued as a result of disciplinary action taken by the teacher against a student that is within the written policies of the Board of Education, the Board will render all possible assistance to the teacher in his defense.

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

F. Teachers shall exercise care with respect to the safety of pupils and property but shall not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss to person or property.

G. No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personal file unless such matter is promptly reported to the teacher concerned.

## ARTICLE XIII

### PROFESSIONAL RESPONSIBILITIES

A. Teachers are responsible to the Board of Education for exercising the duties of teachers as prescribed by law.

ARTICLE XIII (cont'd.)

B. Teachers have a professional and moral obligation to the students placed in their care that extends beyond the lawful requirements. These obligations include, but are not limited to, providing of an atmosphere conducive to learning, providing an opportunity for the child to participate in class in a democratic way according to this level of maturity, providing guidance of the child in moral growth as well as academic learning, treating each child as an individual, and encouraging children to work for high individual goals. The teacher's responsibility to the child is not limited to the classroom but extends to corridors, after school functions, field trips, and wherever the child is under the teacher's care.

C. Each teacher has the responsibility to the parents of each child to report the child's progress in school in a fair, unbiased manner. Every parent has the right to expect that information concerning his child will remain confidential.

D. Each teacher has the responsibility to their profession to act in a professional and ethical manner at all times. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education Profession, as adopted by the NEA 1968 revision, is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall recognize the Code of Ethical Procedures, Governing Relationships of Boards of Education and Superintendents of Schools.

ARTICLE XIV

PROFESSIONAL COMPENSATION

A. The salaries of teachers covered by this Agreement are set forth in Schedules A-1 and A-2 which are attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during the term of this Agreement.

B. The salary schedule is based upon a normal weekly teaching load, as defined in Article VII. For extra work the teacher shall be entitled to appropriate additional professional compensation as defined in Schedule C (Extra Curricular Salary Schedule) which is attached to and incorporated in this Agreement. The teacher shall be paid for attendance at any educational or civic function where attendance is not voluntary but required with the exception of the annual Open House and teacher's meetings. All teacher's meetings are to commence during the contract day.

C. Salary schedules A 1-2 are based upon the regular school calendar, Schedule D. For teaching assignments in excess of the normal teaching load, teachers will be compensated at one (1) times their individual hourly rates. A teacher shall have the right to reject any teaching assignment in excess of the normal teaching load.

The teacher's hourly rate shall be determined in the following manner:

$$\frac{\text{Teacher's Contracted Annual Salary}}{\text{Contract Days} \times \text{Maximum Periods Per Day}} = \text{Hourly Rate}$$

#### ARTICLE XIV (cont'd.)

- D. Teachers will be paid bi-weekly during the school year and monthly during June, July, and August. Should a regular pay date fall during a period when school is not in session, every effort will be made so that teachers shall receive the pay due on that date on the last day prior to recess.
- E. Teachers who work on a twelve month basis are paid for twelve months service.
- F. A teacher engaged during the school day in negotiation on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.
- G. A teacher or teachers shall be released from regular duties without loss of salary for the purpose of participating in area regional or state meetings of the Michigan Education Association, other than the annual M.E.A. Convention, not to exceed a total of ten (10) days for all personnel in any one school year.
- H. Teachers who are assigned teaching duties in more than one school during any one day shall be reimbursed for travel. Reimbursement shall be made at the rate of twelve cents (.12) a mile for the distance actually traveled.
- I. The results of a tuberculosis test shall be furnished the administration office prior to the third pay of each school year. The failure to supply the results of such test shall result in the withholding of the third, and all subsequent, pay checks until such time as the results of the tuberculosis test is on file.

#### ARTICLE XV

##### LEAVE PAY

- A. A probationary teacher shall be entitled to thirteen (13) days sick leave after working ten school days. A tenure teacher shall be entitled to thirteen (13) days sick leave upon signing contract for the next year. Three (3) of the thirteen days may be used for the purpose of personal business. Teachers hired after the first day of school in September shall have the thirteen days sick leave pro-rated in accordance with their length of service for the year. A teacher absent from duty because of personal illness or injury shall be paid his full salary for the period of such absence, not to exceed a total of thirteen (13) working days in any one year, except where additional leave time has been accumulated. In the event any one absence due to illness shall exceed thirteen (13) consecutive school days, the Board shall reserve the right to request written notice from a doctor stating reason for absence.
- B. Each teacher shall be entitled to unlimited accumulation for the unused portion of each year's leave which shall be available in future years.
- C. Leaves of absence with pay chargeable against the teacher's allowance shall be granted for the following reasons:

ARTICLE XV (cont'd.)

1. Sick leave, which shall include: personal illness which makes it unwise for the employee to be at school, illness in the immediate family, and quarantine. Up to five (5) days sick leave will be granted for death in the immediate family if taken within two (2) weeks of the bereavement. Immediate family is interpreted to mean: mother, father, spouse, parent of spouse, brother, sister, child, grandparents, or a dependent in the immediate household. Upon request, additional days may be granted by the superintendent.
  2. Up to three (3) days time for attendance at the funeral service of a person whose relationship to the teacher warrants such attendance. Upon request, additional days may be granted by the superintendent.
  3. Three (3) days for the conduct of personal business.
    - a. Teachers must notify the principal two (2) school days in advance of taking personal business days.
    - b. Personal business days cannot be taken two (2) school days prior to or following school vacations.
    - c. Recognizing that the effectiveness of a school day can be severely affected by the absence of regular teachers, personal business days shall be approved at the discretion of the principal based on the availability of qualified substitute teachers.
    - d. Days used for personal business shall be charged against the thirteen days sick leave granted per year.
- D. Each teacher will be covered by the applicable Workmen's Compensation laws and the Board further agrees to pay the injured teacher the difference between his weekly income and the amount to which he is entitled under provisions of Workmen's Compensation laws for a period up to 120 working days. Beyond 120 working days, such payments would be charged against sick leave on a pro rata basis computed on the relationships of the differential pay to his regular weekly pay until the sick leave is exhausted.
- E. Teachers shall be given written notice of total sick days accumulated from prior years at the beginning of the school year.
- F. After seven (7) years of service in the Rudyard Schools, a teacher, upon termination of services, shall receive \$10.00 per day of accumulated sick leave to a maximum of \$630. The teacher shall be responsible for applying for this benefit within 6 months of the date of termination of employment.
- G. A sick leave bank for the benefit of teachers shall be established based on the following conditions.- 1. Whenever the bank reaches the minimum of one times the number of full time teachers, it shall be replenished by each teacher contributing one day sick leave to the bank. Such replenishment shall take place only once in a fiscal year.
- 2. Whenever a teacher joins the staff, he shall contribute one day to the sick leave bank.
- 3. In the event that the bank is exhausted, teachers may donate additional days on a volunteer basis.

ARTICLE XV (cont'd.)

4. The maximum number of days that may be accumulated in the bank shall be two times the number of full time teachers in the system. This maximum shall not apply to contributions of new teachers.
  5. The maximum number of days that any teacher shall be able to draw from the sick leave bank will be sixty (60) days for a tenure teacher and forty five (45) days for a probationary teacher.
  6. A teacher shall not be eligible to draw from the central bank until his own personal sick leave has been expired for a period of five (5) working days. If the application is approved, the loan will be extended to cover the five day grace period.
  7. In succeeding years a teacher who has borrowed from the bank shall replace 1/2 of his accumulated sick leave at the end of each year into the central bank until he has replaced the loan.
  8. The sick leave bank shall be administered by a committee of four (4) persons, two who shall be selected by the superintendent of schools and two by the Rudyard Education Association. Teachers shall make application to this committee for a loan from the central bank.
  9. The applicant for a loan shall provide proof from a physician stating that he is unable to return to work before a loan shall be granted.
  10. Decisions of the Central Bank Committee shall not be subject to the grievance procedure.
- H. Leave of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:
1. Jury Duty - Persons called for jury duty will be paid the difference between their pay as a juror and their regular salary.
  2. Court appearance as a witness in any case connected with the teacher's employment or the school and involving no moral turpitude on the part of an employee, except in a case instituted by the teacher.
  3. Attendance at conference - All requests for attendance at conferences during school time, or at any time if reimbursement for expenses is to be claimed, are to be in writing to the principal. If final approval is given, the principal will sign a conference visitation packet, and reimbursement will be made as follows:
    - a. Travel expenses by car will be reimbursed at twelve cents (.12) per mile plus actual expenditures for tolls. Travel expenses by common carrier will be reimbursed at cost.
    - b. Cost of lodging and meals will be reimbursed at cost with a maximum of \$35.00 a day.
    - c. Reimbursement shall be made when teacher attending conference has reported as indicated on conference request.

ARTICLE XV (cont'd.)

4. Time necessary for taking selective service examination when proof is furnished of the pending examination.
5. A teacher absent from work because of mumps, scarlet fever, measles, or chicken pox shall suffer no loss of compensation up to a limit of ten (10) days when proof of such illness is shown by a doctor's statement.

I. Teachers who have been employed for seven (7) consecutive years by the Board may be granted a sabbatical leave for professional improvement for up to one (1) year. It is agreed that professional improvement includes, but is not limited to: attending a college, university or other educational institution, or traveling which will improve the teacher's ability to teach in his related field.

1. To qualify for such sabbatical leave a teacher must hold a permanent teaching certificate.
2. During said sabbatical leave, the teacher shall be considered to be in the employ of said Board, shall have a contract, and may be paid one-half (1/2) of base salary and insurance benefits; provided, however, the Board shall not be liable for death or injuries sustained by any teacher while on sabbatical leave.
3. A teacher returning from sabbatical leave shall be restored to his teaching position or to a position of like nature, seniority status, and pay.
4. The Board may provide as many sabbaticals as it sees fit.
5. A teacher granted a sabbatical leave shall agree to return to the employment of the Board for a period of two (2) years. In the event the teacher does not return for a period of two (2) years, he shall reimburse the Board for all benefits received under the provisions of the sabbatical leave.
6. Denial of a sabbatical leave by the Board shall not be grounds for grievance under the provisions of this contract.

J. Part time teachers shall share, pro-rated according to their period of employment in all sections of this article.

ARTICLE XVI

LEAVE OF ABSENCE WITHOUT PAY

A. Any teacher whose personal illness extends beyond the period of compensation under Article XV shall be granted a leave of absence without pay up to a period of one year if necessary to complete recovery from such illness. An extension may be granted at the Board's discretion but for not more than one year at a time. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position. Teacher on leave shall be given the benefit of up to one increment which would have been credited to them had they remained in active service in the school system. Such leave of absence must be requested by the teacher in writing after sixty days of illness. The intention to return to a teaching position during the next school year shall be made in writing prior to March 15th.

ARTICLE XVI (cont'd.)

B. If a teacher, whose sick leave has been expended, does not apply for a leave of absence, specifying when he will return, within fifteen (15) calendar days of receiving a registered letter containing a copy of Article XVI, Sections A and B, then the individual contract between the teacher and the Board of Education shall be void.

C. Leaves of absence without pay shall be granted upon application for the following purposes.

1. Induction or enlistment for military duty to any branch of the Armed Forces of the United States for the duration of any conflict or for a period of one enlistment.

D. Leaves of absence without pay shall be granted upon application for the following purposes providing a qualified replacement satisfactory to the Board can be found. Teachers on leave shall be given the benefit of up to one increment which would have been credited to them had they remained in active service in the school system, providing that a position is available upon their return to the system.

1. Study, research, or special teaching assignment involving probable advantage to the school system.

E. Leaves of absence without pay shall be granted upon application for the following purposes providing a qualified replacement satisfactory to the Board can be found. Teachers on leave shall not be given benefit of any increment which would have been credited to them had they remained in active service in the school system.

1. Political leaves or service in a public office
2. Study to meet eligibility requirements for a license other than that held by the teacher.
3. Pregnancy

During the fourth month of pregnancy, the teacher shall notify the administration of her condition. Such information will be kept as a privileged communication within the administrative staff. No sick leave will be paid for the lost time during the delivery of the baby or recovery. Illness during pregnancy, morning sickness, etc., occurring during the time the teacher is actively employed in the classroom shall be considered sick leave. The teacher shall request in writing a leave of absence for pregnancy. The teacher shall present the administration with a written statement from her doctor indicating her ability to continue work until the requested date of leave before delivery. Prior to returning from pregnancy leave, the teacher shall present a written statement from her doctor indicating her ability to resume work. Such leave will be granted, in writing, by the Board in all instances.

A pregnant teacher may commence said leave at her option any time following thirty (30) days of her notification of the administration.

ARTICLE XVI (cont'd.)

F. A leave of absence, without pay, shall be granted to any teacher for the purpose of child care. Said leave may commence within thirty (30) days of the request to the teacher and further provide for:

1. The leave may extend up to a period of five (5) years at the written request of the teacher. If the leave is to be extended past a one year period, the teacher will be hired back only if a position is available.
2. In the event of death of the object child of the leave, the leave of absence may be terminated upon the request of the teacher at the beginning of any school year or when an opening occurs in the subject or grade level.

G. A teacher on pregnancy leave or unpaid leave due to illness shall be eligible for one half an annual increment for any semester in which they teach a minimum of forty five (45) days.

ARTICLE XVII

RETIREMENT

- A. A teacher shall retire at age sixty-five.
- B. The Board of Education may extend the retirement age for a teacher.
  1. At the beginning of the second semester in which a teacher reaches retirement age, he or she shall present to the superintendent, a written request to teach in the district the following school year; this request to be accompanied by a report of a physical examination by a competent doctor.
  2. An administrator shall submit to the Board of Education a written recommendation for extending or not extending the retirement age of any teacher.
  3. The Board of Education reserves the right to ask any teacher requesting an extension to take a mental examination. The cost to be paid by the Board.
  4. The Board of Education, or its designated representative, shall answer in writing the request of the teacher within sixty days after the request has been submitted.
  5. The Board of Education shall grant a hearing, if so desired to a teacher if the request for the extension of the retirement age is denied.
  6. The Board of Education shall not grant an extension of the retirement age to a teacher longer than one year at a time.

ARTICLE XVIII

SCHOOL CALENDAR

- A. For the term of this Agreement the school calendar shall be as set forth in Schedule D.

ARTICLE XVIII (cont'd.)

B. Students shall be released so as to allow at least 24 hours each school year so that teachers may attend inservice training meetings, this time to be in addition to pre-school conferences. The Association shall appoint two members in each building by September 15 to assist the building principal in developing an inservice program.

C. The Association shall appoint two members in each building by May 15 to assist the building principal in developing an orientation program.

ARTICLE XIX

PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURE

A. Definition

1. A claim by a teacher or the Association that there has been a violation, misinterpretation of any provision of this agreement or Board of Education Teacher Personnel Policy, may be processed as a grievance as hereinafter provided.
2. A "party of interest" is the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
3. The term "days" when used in this section shall, except where otherwise indicated, mean working school days.

B. Purpose

1. The primary purpose of the procedure set forth in this Section is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration.

C. Structure

1. There shall be one or more Association representatives for each school building to be selected in a manner determined by the Association.
2. The Association shall establish a broadly representative Grievance Committee and an Appeal Committee. No member of the Grievance Committee shall be a member of the Appeal Committee. In the event any representative or member of these committees is a party in interest to any grievance brought, he shall disqualify himself and shall be replaced by the Association.
3. The building principal shall be the administrative representative when the particular grievance arises in one building.
4. The Board hereby designates as its representative \_\_\_\_\_ when the particular grievance arises in more than one school building.

ARTICLE XIX (cont'd.)

D. Time

1. If a teacher does not file a grievance in writing with the superintendent within twenty-three (23) school days after the occurrence, then the grievance shall be considered as waived.

E. Rights to Representation

1. Any party in interest may be represented at all meetings and hearings at all steps and stages of the grievance procedure by another teacher or another person. Provided, however, that any teacher may in no event be represented by an officer, agent, or other representative of any teacher organization other than the Association. Provided, further; When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of grievance processing.

F. Miscellaneous

1. During the pendency of any proceedings and until final determination has been reached, all proceedings shall be private and preliminary dispositions will not be made public without the agreements of all parties.
2. There shall be no reprisals of any kind by administrative personnel taken against any party in interest or his Association representative, any member of the Grievance Committee, Appeal Committee, or Ad Hoc Committee, or any other participants in the procedure set forth herein by reason of such participation.
3. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
4. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship of any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
5. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
6. The termination of services of or failure to re-employ any probationary teacher shall not be the basis of any grievance filed under the procedure outlined in this Article.
7. The placing of a non-tenure teacher on a third year of probation shall not be the basis of any grievance filed under the procedure outlined in this Article.

## ARTICLE XIX (cont'd.)

### Level One

The teacher with an alleged grievance shall first discuss the matter with his Association representative. If the Association representative concurs that a grievance exists, a move to Level Two. If the Association representative does not feel a grievance exists, the aggrieved may appeal the Association representative's decision to the Appeal Committee. The Appeal Committee shall render its decision within five (5) days as to whether a grievance exists and may be taken to Level Two or does not exist and may only be continued to Level Two at the aggrieved's own initiative without Association support.

### Level Two

The teacher with a grievance shall discuss the matter with the (his) principal, either individually or with his Association representative, with the objective of resolving the matter informally. The principal shall make his decision known within three days.

### Level Three

In the event the grievance is not satisfactorily resolved at Level Two within three days, the aggrieved or the Association representative shall file the grievance in writing with the Grievance Committee within five days after the decision at Level Two. The Committee shall within five days make a judgment on the decision. If the Committee decides that the decision at Level Two is in the best interest of the educational system, it shall so notify the teacher and the Association representative. If the Committee decides that the decision at Level Two is not satisfactory, it shall refer such grievance in writing to the Superintendent of Schools.

This written grievance shall define the nature of the grievance and the Article and section of the Agreement allegedly violated and the remedy requested. This written grievance shall be signed by the aggrieved and the members of the Grievance Committee on a form available from the Association or Board.

The Superintendent of Schools shall designate three persons, who may include himself, to represent the Administration. The chairman of the Grievance Committee shall designate three persons who may include himself, as an Ad Hoc Committee to represent the Association. Within ten (10) days after receipt of the written grievance by the superintendent, these two representative groups shall meet to consider the problem and to arrive at an equitable solution of the grievance within five days.

### Level Four

If the grievance is not resolved by the superintendent or his representatives and the Ad Hoc Committee within five days of its consideration by them, it shall be referred for consideration to the Board of Education's Review Committee. This Committee shall be composed solely of members of the Board of Education. Within ten days after receipt of the written referral by the Board, its Review Committee shall meet with the Ad Hoc Committee for the purpose of discussing the matter and disposing of it in a mutually satisfactory manner.

## ARTICLE XIX (cont'd.)

### Level Five

In case the Review and Ad Hoc Committee are unable to reach a decision, either party has the right to invoke the mediation machinery of the State Labor Mediation Board. The cost of arbitration by the Labor Mediation Board or arbitrators to be borne equally by each party.

### Level Six

If the Association or the Board is not satisfied with the Disposition of the grievance in Level Five, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five calendar days from the notification date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings. The Board and Association shall not be permitted to assert in such arbitration proceeding any ground 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. The decision of the arbitrator shall not be binding on either party. The fees and expenses of the arbitrator shall be shared equally by the parties.

## ARTICLE XX

### CURRICULUM COMMITTEE

There shall be appointed a Curriculum Committee to act in an advisory manner to the Board and Administration.

1. The Committee shall be made up of fifteen members appointed in this manner.
  - a. Three members shall be chosen by the Association for a period of one year; one each from the elementary, junior high, and senior high staffs.
  - b. Five members shall be appointed by the Board from a list of parents compiled by the Association. The Association to obtain approval of parents involved prior to submitting their names. These appointments shall be for a period of two years.
  - c. Four members from administration, the assistant superintendent-curr., high school principal, junior high school principal, and one elementary principal designated by the superintendent.
  - d. Three high school students chosen mutually by the high school principal and the building representative of the Association for a period of one year.
  - e. Other persons may be involved in the work of the Committee at the request of the Committee.
  - f. The Committee will be initially called into session by the assist. superintendent of curriculum and personnel. Committee members will be notified two weeks prior to the initial meeting.
  - g. Members of the committee who shall incur three (3) consecutive absences shall cease to be members of the Committee.

ARTICLE XX (cont'd.)

2. The Committee shall meet at such times as it deems necessary to consider possible curriculum changes, review the present curriculum, consider new programs or ideas in education or to consider new courses or fields of study. Ad Hoc Committees to consider a certain area may be appointed from its own members. Requests for reports to the Committee may be made to members of the teaching staff.

The powers of the Committee shall be limited to advising the Administration and the Board as to possible courses to be instigated or studies to be made.

Nothing herein is to be considered as preventing a principal and/or a group of teachers carrying on a study that they deem necessary in their own grade or field.

ARTICLE XXI

NEGOTIATION PROCEDURES

- A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters. Negotiations under this section are not required except by mutual consent of both parties.
- B. By February 1st of the year in which the Agreement expires, the parties will begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.
- C. The initial negotiating meeting shall be devoted to the development of ground rules which shall serve as guide lines for subsequent meetings. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- D. If the parties fail to reach an agreement in such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement. Any conclusions or decisions reached by the Mediation Board, Mediator or Arbitrator shall not be binding upon either the Board or the Association.

ARTICLE XXII

ACCOUNTABILITY

1. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of professional behavior reflect adversely upon the teaching profession. The Association will use its best efforts to correct breaches of professional behavior by any teacher.
2. A teacher may request help from the Professional Teacher Education and Professional Standards Committee (TEPS) of the Rudyard Education Association for the improvement of his/her instruction.

ARTICLE XXIII

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 a written and signed amendment to this Agreement.
- B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. 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.
- D. Copies of this Agreement shall be distributed at the expense of the Board and presented to all teachers now employed, offered contracts, or hereafter employed.

ARTICLE XXIV

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1973 and shall continue in effect until the 30th day of June, 1975. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

RUDYARD EDUCATION ASSOCIATION

RUDYARD BOARD OF EDUCATION

By \_\_\_\_\_  
President

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Secretary

SCHEDULE A-1 SALARY 1973-74

<u>STEP</u>	<u>BA</u>		<u>MA</u>	
	<u>INDEX</u>	<u>SALARY</u>	<u>INDEX</u>	<u>SALARY</u>
1	1.00	\$ 8,700	1.06	\$ 9,222
2	1.06	9,222	1.15	10,005
3	1.15	10,005	1.23	10,701
4	1.23	10,701	1.31	11,397
5	1.31	11,397	1.39	12,093
6	1.39	12,093	1.47	12,789
7	1.47	12,789	1.55	13,485
8	1.55	13,485	1.63	14,181
9	1.63	14,181	1.71	14,877
10	1.71	14,877	1.79	15,573

In addition to the above salary schedule, all teachers on steps 1 through 10 will receive a cost of living adjustment of 2% times the B.A. base (.02 x \$8700). Teachers with over the 10th step experience will receive a cost of living adjustment of \$485. These amounts shall be added to the summer checks. The above shall apply to the first year of this agreement only.

SCHEDULE A-2 SALARY 1974-75

<u>STEP</u>	<u>BA</u>		<u>MA</u>	
	<u>INDEX</u>	<u>SALARY</u>	<u>INDEX</u>	<u>SALARY</u>
1	1.00	\$ 8,900	1.06	\$ 9,434
2	1.06	9,434	1.15	10,235
3	1.15	10,235	1.23	10,947
4	1.23	10,947	1.31	11,659
5	1.31	11,659	1.39	12,371
6	1.39	12,371	1.47	13,083
7	1.47	13,083	1.55	13,795
8	1.55	13,795	1.63	14,507
9	1.63	14,507	1.71	15,219
10	1.71	15,219	1.79	15,931

During the second year of the contract, July 1, 1974 to June 30, 1975, the B.A. base salary shall increase to \$8900. A cost of living adjustment shall be added to the teacher's salary. This cost of living adjustment shall be figured on the percent of change of the cost of living from April 1974 to April 1975 as reported in the "change in all items seasonal adjusted rates" as reported by the U.S. Department of Labor, Office of Information, Washington, D.C., in their bulletin named, "News". This percentage of change shall be multiplied by the B.A. base of \$8900 (% change x \$8900). The resultant amount shall be added to the teacher's salary.

Under no circumstances shall the percentage of change exceed 5.5%.

This cost of living adjustment shall be made in the teacher's summer checks.

## SALARY SCHEDULE SUPPLEMENT

- A. \$250.00 for fifteen (15) semester hours earned beyond a Bachelor's Degree and full certification. Credit must be earned prior to Sept. 1st and a transcript showing the hours must be presented.
- B. \$350.00 for fifteen (15) semester hours earned beyond a Master's Degree and full certification. Credit must be earned prior to Sept. 1st and a transcript showing the hours must be presented.
- C. Up to 5 years credit will be given for teaching services in other public schools in the United States or its dependent schools.
- D. Teachers of the mentally retarded and emotionally disturbed shall receive \$500.00 above base pay when teaching in their fields.
- E. Teachers of Speech Correction, Deaf, Hard of Hearing, Sight Saving, Remedial Reading, or Physically Handicapped shall receive \$400.00 above base pay when teaching in their fields.
- F. The payment to special teachers is for consultant services and other special duties within the teacher's field as designated by the principal.
- G. Changes in pay brought about by a change in certification or degree is made retroactive only to the date of issuance of the certificate or degree.
- H. The Board agrees to furnish to all teachers the following insurance program:
  - 1. The Board shall provide MESSA group life insurance protection in the amount of \$25,000 that will be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount. This benefit shall be subject to the terms and conditions specified in the policy and any claims settlement between the teacher and the insurance carrier shall not be the basis of any grievance or claim against the Board.
  - 2. The Board shall provide, without cost to the employee, MESSA's SM2 protection or its equivalent Blue Cross-Blue Shield Master Med. plan within the same dollar cost, for a full twelve-month period for the employee's entire family through the MESSA program. When the husband and wife are both employed by the Board, either one may choose to carry the health insurance. The other will not be eligible for the health insurance.
  - 3. Tenure teachers that have exhausted sick leave accrual, the above mentioned fringe benefits shall continue throughout the balance of the contract year as defined in Section 4. This provision shall apply after the 1st semester for probationary teachers. This provision shall not apply to leave of absence other than illness.
  - 4. The Board shall make payment of insurance premiums for all persons who complete their contractual obligation to assure insurance coverage for the full twelve-month period commencing October 1, and ending September 30. An opportunity for fall open enrollment, thru Nov. 1, will be offered to all teachers.

SALARY SCHEDULE SUPPLEMENT (cont'd.)

5. New teachers and any other teacher desiring a change in coverage must fill out necessary forms in the administration office by the 2nd Friday of September. This is the responsibility of the teacher and failure to comply will result in loss of insurance benefits until the next reopening date.
6. A single person shall receive up to the amount of a single subscriber's rate in health insurance.
7. Teachers hired during the year shall receive coverage as soon as possible after date of hire until the following September 30th.
8. Teachers not desiring medical insurance under the above two named groups shall forfeit their right to this benefit.

SALARY SCHEDULE B

1973-74/1974-75 School Years

CLASS I A Bachelor's Degree from an accredited college, not less than 18 semester hours in education, not less than 5 semester hours in practice teaching, may be lacking a minor field, or a provisional or permanent certificate teaching out of the field of certification.

Rate of pay - \$50.00 less than base.

CLASS II A Bachelor's Degree from an accredited college, not less than 15 semester hours in education, not less than 4 semester hours in practice teaching, may lack a minor.

Rate of pay - \$100.00 less than base.

CLASS III A Bachelor's Degree from an accredited college, not less than 10 semester hours in education, not less than 3 semester hours in practice teaching or one year's experience in public school teaching.

Rate of pay - \$200.00 less than base.

CLASS IV A Bachelor's Degree from an accredited college, less than 10 semester hours in education.

Rate of pay - \$400.00 less than base.

Increments for all four classes described above shall be any increase in base salary plus \$100.00 per year.

Past experience up to five years accepted at \$100.00 per year.

## SCHEDULE C

### EXTRA CURRICULAR SALARY SCHEDULE

- A. The teachers can sign up for extra curricular activities and shall be compensated in addition to their base salary for this extra curricular activity. Primary consideration for these duties shall be given to teachers in the system. All positions will be posted ten (10) days prior to being filled except in case of emergency.
- B. If a teacher presently has an extra curricular activity and wishes to keep that activity, this teacher shall have first consideration for this position. All extra curricular positions shall be non-tenure.
- C. 1. Chaperoning of senior high dances, mixers, and battle of the bands shall be on a voluntary basis with the exception of the advisor. The responsibility for securing chaperones rests with the advisor and the principal.
2. Chaperones for fan buses will be on a voluntary basis; however, when volunteers are not available, the administration may assign chaperones to equalize chaperoning responsibilities on a rotating basis.
3. Two or more law enforcement officials will be requested to be present for activities in Section 1 by the administration.
4. Chaperones for junior high school activities will be subject to the same restrictions as high school activities.
5. Administrative policy concerning dance and fan bus discipline will be available to all teachers at the first general session for teachers.
6. If junior high students are riding on a fan bus, there will be a junior high chaperone; and if senior high students are riding a fan bus, there will be a senior high chaperone.
7. Three days notice for assigned duty will be given by the principal.
- D. 1. Coaching salaries shall be computed on the B.A. schedule according to the percentage listed up to a maximum of five years.
- a. For applicants within the system up to a maximum of two years of prior coaching experience in the same sport in a lesser position within the system will be allowed for a head coach position.
- b. For applicants outside the system up to five years of head coach experience in the particular sport shall be granted.
- c. For coaching positions, other than head coach, five years of prior coaching experience in the sport shall be granted.
- d. All coaching experience for credit at the high school level must have been with high school teams.
- e. All coaching experience for credit at the junior high school level must have been done at the high school or junior high school level.

SCHEDULE C

- f. This salary figure shall include the weeks of pre-school practice.

<u>Sport</u>	<u>Percentage</u>
Varsity Football	12.0
Assistant Varsity Football	8.5
Junior Varsity Football	8.2
Assistant Junior Varsity Football	7.3
Junior High Football	2.8
Varsity Basketball	10.4
Junior Varsity Basketball	5.5
Junior High Basketball	2.8
Freshman Basketball	4.7
Elementary Basketball	2.6
Varsity Wrestling	7.4
Varsity Track	7.4
Assistant Track	3.1
Junior High Track	2.0
Varsity Golf	2.0
Varsity Cross Country	3.2
Varsity Baseball	5.6
Girls Varsity Basketball	2.8
Competitive Swimming Coordinator	6.0

2. The following extra-curricular activities shall be paid according to the percentage listed based upon the first step of the salary schedule.

	<u>Percentage</u>
Cheerleader Advisor	1.5
Pom Pom Advisor	1.5
Band Director	7.5
Drama Coach	4.0/play
Debate Coach	3.0
Forensics	2.6
Choral Director	3.0
Student Council	2.0
Junior High Student Council	1.0
Class Advisors:	
Freshman	1.0
Sophomore	1.0
Junior	2.0
Senior	2.0
High School Newspaper Director	3.0
Yearbook Director	3.0
Safety Patrol	1.5/per school
Driver Education	\$7.50 per hour
Supervising Teacher	Rate paid by Northern Michigan University
Secondary Noon Hour Recreation	
Director	5.0
Senior High Clubs	10.0
Junior High Clubs	4.0
Elementary Chorus	2.0/school
Junior High Paperback Library	2.5

SCHEDULE C

A committee composed of three (3) senior high school teachers, elected by the senior high faculty, and the senior high principal as ex-officio member will determine the distribution of the money allotted to senior high clubs.

A committee composed of three (3) junior high school teachers, elected by the junior high faculty, and the junior high school principal as ex-officio member, will determine the distribution of the money allotted to junior high clubs.

SCHEDULE D  
SCHOOL CALENDAR

1973-74

August 30, Thursday	All teachers report
August 31, Friday	All teachers report
September 3, Monday	Labor Day
September 4, Tuesday	First day of school - School dismissed at 2:20 P.M.
October 26, Friday	Teacher's inservice (tentative)
November 21, Wednesday	Dismiss at conclusion of morning session
November 26, Monday	Classes resume
December 21, Friday	Dismiss for Christmas Vacation (regular time)
January 2, Wednesday	Classes resume
January 18, Friday	Dismiss at conclusion of morning session (teachers remain all day)
January 21, Monday	Second semester begins
April 12, Friday	Dismiss at conclusion of morning session for Easter Vacation
April 22, Monday	Classes resume
May 27, Monday	Memorial Day
June 6, Thursday	Dismiss at conclusion of morning session (teachers remain all day)
June 7, Friday	Teachers' workday (no attendance)

Days of Attendance - 182

Contract Days - 195

The Rudyard Education Association agrees to teach the minimum number of days and hours required by the State Board of Education for full State Aid. Extra days, if needed, will be decided by mutual agreement between the Board of Education and the Rudyard Education Association.

The Board and the Association jointly agree to establish a 1974-75 school year calendar which shall include 182 days of attendance and 195 contract days. One of these contract days shall be used for an inservice day.