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Montague Area Public Schools

MASTER AGREEMENT

1973-75

AGREEMENT BETWEEN THE
MONTAGUE AREA PUBLIC SCHOOLS
BOARD OF EDUCATION
AND THE
MONTAGUE TEACHERS EDUCATION
ASSOCIATION, INC.

TABLE OF CONTENTS

	<u>Page</u>
Agreement	1
Article I Recognition	2
Article II Definitions	3
Article III Teacher Rights	4-5
Article IV District Rights	6
Article V Professional Dues	7-8
Article VI Teaching Hours and Class Load	9-10
Article VII Teaching Conditions	11-12
Article VIII Employment, Assignment, Retirement.	13
Article IX Transfers and Promotions	14
Article X Absence With Pay	15
Article XI Unpaid Leaves of Absences	16-17
Article XII Reduction of Staff	18-19
Article XIII Academic Freedom	20
Article XIV Teacher Evaluation	21
Article XV Professional Behavior	22
Article XVI Professional Improvement	23-24-25
Article XVII Continuity of Operations	26
Article XVIII Student Discipline	27
Article XIX Grievance	28-29-30
Article XX Negotiation Procedures	31
Article XXI Insurance.	32
Article XXII Policy Relating to Schedule A	33
Article XXIII General	34
Article XXIV Duration of Agreement	35
Schedule A	36
Schedule B	37
Policy Relating to Schedule B	38
Calendar	39

MASTER CONTRACT
BETWEEN

MONTAGUE AREA PUBLIC SCHOOLS BOARD OF EDUCATION
AND

MONTAGUE TEACHERS EDUCATION ASSOCIATION, INC.

This Agreement entered into the 1st day of September, 1973 by and between the Montague Area Public Schools Board of Education, hereinafter called the "Board", and the Montague Teachers Education Association, Inc., hereinafter called the "Association".

WITNESSETH:

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

WHEREAS, the members of the teaching profession are particularly qualified to advise in formulating policies and programs designed to improve the education of students, and

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

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

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

Article I
Recognition

The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965 for all certified teaching personnel under contract, but excluding supervisory and executive personnel, office, clerical, maintenance, operating employees and substitute teachers for the duration of this contract.

Article II
Definitions

- A. The term "teacher", when used hereinafter in this agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as defined in Article I.
- B. The term "board" shall include its officers and agents.
- C. The term "administration" shall mean the superintendent of Montague Area Public Schools or his designated agents.
- D. Whenever the words "reasonable", "necessary", "appropriate", "pertinent", "major", "temporarily", "good cause", "properly", "adequate", "whenever possible", "best", "emergency", or wherever other standards of care, action, or judgment are provided for in this agreement such words and standards shall be construed to be in the best interests of the school system.

Article III
Teacher Rights

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that all teachers covered in Article I, shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations, and other lawful concerted activities for mutual aid and protection. That it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any lawful activities of the association or collective professional negotiations with the board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict a teacher to any rights he may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those granted elsewhere.
- C. School facilities or equipment may be used by the Association under the same policies in effect for other local organizations. This use may not interfere with school activities.
- D. Duly authorized representatives of the Association, and their respective affiliates, shall be permitted to transact official association business on school property, provided that this shall not interfere with or interrupt normal school operations.
- E. The Board agrees to furnish to the Association, in response to reasonable requests, from time to time, available public information concerning the financial resources of the district, including but not limited to: Annual Financial Reports and audits; register of certificated personnel, tentative budgets adopted by the Board, and allocations (including county allocation board budgets, agendas, and minutes of all Board meetings, census and membership data, names and addresses of all teachers, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the students and their teachers, together with information which may be necessary for the Association to process any grievance.
- F. The Board may consult with the Association on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration. The Association shall have the right to present in writing to the Administration for presentation to the Boards, any suggestions and comments pertaining to matters of educational interest.

G. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, Should the private and personal life of any teacher become the appropriate concern of the Board or the Association, either party will call for a consultation with the other.

H. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied in a manner which is not arbitrary or capricious; and without regard to race, creed, religion, color, national origin, age, sex, or marital status.

Article IV
District Rights

The Association recognizes that the board, on its own behalf and on the behalf of the electors of the district; hereby retains and reserves unto itself 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 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, as these activities bear upon their teaching effectiveness.
2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions of their continued employment, demotion, promotion and/or transfer.
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 and advisable by the Board.
4. To decide upon the means and methods of instruction, the selection of textbooks and other teacher materials and the use of teaching aids of every kind and nature after consultation with the educator involved.
5. To determine class schedules, hours of instruction, duties, responsibilities, and assignments of teachers and other employees with respect thereto.
6. To hold staff meetings to promulgate information relative to the above.
7. The board shall have the right at all reasonable times and places to present in writing or orally any information to the general membership of the association provided such communication does not constitute an unfair labor practice.

Article V

Professional Dues

A. Teachers may sign and deliver to the board an assignment authorizing deduction of membership dues and assessments of the Association (including the National Education Association). Appreciating the bookkeeping services furnished to the staff, such authorizations shall be made before September 15th and continue in effect unless such authorization is formally revoked by the teacher in writing and copies thereof are delivered to the administration.

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 service fee to the Association an amount of dues uniformly required of members of the exclusive bargaining representative, provided, however that the teacher may authorize payroll deduction for such fee in the same manner as provided in the preceding paragraph. In the event that a teacher shall not pay such service fee directly to the Association or authorize payment through payroll deductions, as provided in the preceding paragraph, the board may 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 service 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.

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

1. The Association shall notify the teacher on non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the board in the event compliance is not effected.
2. If the teacher fails to comply, the Association may file charges in 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.

3. 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 Teacher Tenure Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be with-drawn. 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 service fee.

This Article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date. However, all teachers employed prior to September 5, 1972, who are not members of the Association, and who do not desire to become members shall be exempt from this Article.

C. The deduction of dues or service fee shall be made from one regular pay check each month for ten months beginning in September and ending in June of each year and the board agrees to remit to the Association all moneys so deducted accompanied by a list of teachers from whom deductions have been made.

D. The Association hereby assumes the responsibility of notifying the board, in writing, the correct amount of dues or service fee to deduct at least seven (7) days before they are due.

E. The Association agrees that the board will not be responsible for sums improperly deducted and remitted. This statement assumes that corrections will be made when errors in deductions are found. Fringe benefits allowed by the board are not related to the above Article.

F. The Association agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action by the Board for the purpose of complying with Section A through E of this article.

G. The Association, after consultation with the Board, may compromise or settle any claim that arises out of or by reason of compliance with Section A through E.

H. Before discharge, the Association will discuss the matter with the Board, and if the Board wishes to retain counsel it may do so at it's own expense.

Article VI

Teaching Hours and Class Load

A. The student day will be defined as approximately:

Kindergarten	2 1/2 hours - two sessions
Grade 1-5	5 1/4 hours
6-7-8	6 hours
9-12	6 1/4 hours

All teachers (K-12) will be asked to be at their teaching stations twenty minutes before classes begin, and remain a reasonable time after school.

The Board agrees to work out a bus schedule that would allow teachers an additional fifteen minutes on their own at school prior to their being at their stations.

B. The teachers year shall be 186 work days, of which at least 180 shall be student instruction days.

C. The Board shall give each teacher a duty free lunch period of at least 1/2 hour. The Administration will work with the Association to resolve problems that may arise.

D. It is a part of the responsibility of the Board and the Association, as well as each individual teacher, to provide the highest quality educational program practicable for every boy and girl in the school district. This teacher responsibility includes:

1. Careful daily preparation and lesson plans. Normally preparations will be made outside of hours when teachers are meeting students.
2. Attendance at staff meetings when called by Administration.
3. Both parties to this Agreement will encourage interest and attendance of teachers at functions which enhance educational growth and processes of students, such as PTA meetings, rallies, and athletic events. Recognizing this, such demands on a teacher's time will be kept reasonable.

4. As teachers recognize their responsibilities as standing in loco parentis relationship towards students at school and school sponsored activities, they will share the non-assigned supervision of the total environment.

A committee shall be formed in the 1973-74 school year to study the recess activities to formulate a recommendation to the board for duty free recess for the 1974-75 school year.

Said committee shall consist of three (3) elementary teachers, one (1) teacher-principal or elementary principal and one (1) other administrator. Said recommendation shall be presented to the board on or before the May, 1974 board meeting.

E. Special teachers, such as, librarian, physical education, guidance, music, and remedial, shall have commensurate relief and preparation time as other teachers. This may vary according to assignment. The before and after school responsibilities of these special teachers may be considered as part of their preparation time.

F. Secondary teachers shall have the equivalent of one period for preparation per day.

Elementary teachers shall have commensurate time for preparation which shall include all periods during which their classes are receiving instruction from various specialists, unassigned recess periods, and the one-half hour period at the end of the day.

G. No departure from these norms shall be made without prior consultation with the Association, except in case of emergency. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.

H. If a teacher is requested to teach more than the normal teaching load as set forth in the Article, he shall receive additional compensation at one-sixth (1/6) of his daily rate for each teaching period in excess of such norms.

I. Should a teacher, at the request of the Board, be engaged during the school day in negotiating in behalf of the Association with any representative of the Board, or should he be participating in any professional grievance negotiation, including arbitration, he should be released from regular duties without loss of salary.

Article VII

Teaching Conditions

A. The parties recognize that good and adequate school facilities for both student and teacher are needed to insure the high quality of education. It is also acknowledged that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to educate children.

B. The Board, reflecting the sentiments of its citizens, has long recognized that pupil-teacher ratio is an important aspect of an effective educational program, and has endeavored to keep class loads moderate. The parties, therefore, agree that class size should be moderate wherever possible, except for temporary lack of building space, or in traditional large group instruction or experimental classes, where the Association has agreed to exceed these class sizes. Professional discussion between the Administration and teachers will precede these experimental classes.

C. In all subject areas (Junior and Senior High), which are of the same instruction, and all grades (elementary), the comparative size of these classes shall not vary by five (5) or more pupils from the average. Said average to be computed by dividing the number of students by the number of classes. Every effort will be made to keep the class size in grades K-12 at a maximum of 25.

D. The parties recognize that the presence of children in regular classrooms who have special physical, mental, or emotional problems may interfere with the normal instructional program. The parties, accordingly, will cooperate to remedy the situation including, but not limited to, transfer of classrooms, assignment to Special Education rooms, or other solutions suggested by qualified personnel.

E. 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 Board will provide meeting time throughout the year to hear recommendations of study committees concerning these matters.

F. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board and the Association will endeavor to provide professional libraries for the faculty.

G. The Board agrees to make available in each school, adequate typing and duplicating facilities.

H. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.

I. The Board shall make available in each school, adequate restroom and lavatory facilities for faculty use and at least one room which shall be reserved primarily for use as a faculty lounge in which smoking will be permitted. Provision for such facilities will be made in all future buildings.

J. Telephones will be provided for teachers for guidance use when suitable arrangements can be made.

K. Adequate off-street parking facilities shall be provided.

L. Teachers shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health OR safety.

A teacher must file a written report of any known hazardous conditions as soon as possible.

M. A committee shall be formed in the school year 1973-74 to study the number of class preparations for grades 6-12 to formulate a recommendation to the board for limiting the number of preparations to no more than three (3) for the 1974-75 school year. Said committee shall consist of three (3) secondary teachers, one (1) High School Principal and one (1) Middle School Principal. Said recommendation shall be presented to the board on or before the May, 1974 board meeting.

Article VIII

Employment - Assignment - Retirement

- A. New teachers shall be employed in accordance with the State Certification Code. The Board shall always make every effort to employ fully certified teachers.
- B. With the issuance of contracts, all teachers shall be given written notice of their tentative schedule for the forthcoming year. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly. In no event will changes in teachers schedules be made later than the 15th day of August preceeding the commencement of the school year, unless an emergency situation requires the same.
- C. Any extra duty assignments beyond the normal teaching schedule shall not be obligatory, but shall be with the consent of the teacher. Preference in making such assignments will be made based on first, best qualified person; second, present staff; and third, other qualified personnel.
- D. Teachers will normally be retired at age 65. Should their 65th birthday fall during a school year, they shall have the right to complete that year. The Board may also extend employment beyond age 65.
- E. In recognition of service to the school district severance payments in the amount of 25 percent of accumulated sick leave shall be paid to a teacher upon termination, retirement, or upon his death to his estate, provided such teacher shall have been employed by the school district for not less than 10 years of continuous service. In no event shall severance pay be paid to a teacher more than once.

Article IX

Transfers and Promotions

- A. The parties recognize that it is desirable in making assignments to consider the total educational program and the interests and aspirations of the teacher. Requests by a teacher for transfer to a different class, building or position shall be made in writing, one copy of which shall be filed with the Superintendent, and one copy with the Association. The application shall set forth the school, grade or position sought, and the applicant's academic qualifications. Such requests shall be renewed annually to assure active consideration by the Administration.
- B. Whenever any vacancy or new position in any professional position in the district shall occur, the board shall publicize the same by giving written notice of such vacancy to the association and by providing for the appropriate posting of such vacancy in the teachers lounge in every school building. No vacancy shall be filled, except in case of emergency on a temporary basis, or when school is not in session, until such vacancy shall have been posted and the association notified for at least five days.
- C. A vacancy shall be defined for purposes of this contract as a situation where a vacant position was previously held by an employee or where a new position covered by this article is created.
- D. 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 system of the district, and other relevant factors. However, the board declares its support of a policy of filling vacancies, excluding vacancies in supervisory positions, from within its own teaching staff. Therefore, when the professional background of applicants from within and outside the system are equal, preference shall be given to the employee.
- E. Both parties recognize that involuntary transfers are not desirable, but may be made in cases of emergencies to prevent undue disruption of the instructional program or to improve the instructional program. Any teacher who will not accept an involuntary transfer will have the right to resign.

Article X

Absence With Pay

The Administration may require medical evidence of illness or physical disability for the following:

- A. Sick Leave - At the beginning of each school year, each teacher shall be credited with a fifteen day sick leave allowance to be used for absences caused by illness or physical disability of the teacher. The unused portion of such allowance shall accumulate from year to year to 100 days.
- B. Workmen's Compensation - The Board will subsidize the difference between compensation benefit and the employee's regular pay up to 15 full time days, after which he may continue to receive the difference by using any unused sick time.
- C. A teacher absent from work because of chicken pox, shall suffer no diminution of compensation and shall not be charged with sick leave.
- D. Personal leave days are intended for business that cannot be transacted outside the normal working day. A teacher may be granted time off, not to exceed three (3) days for personal business. A teacher planning to use a personal leave day or days, shall notify the Administrative Assistant as far in advance as possible. The teacher may be asked to explain the reason for any personal leave. The request will be written in duplicate for administrative approval. The Administrative Assistant shall reply in writing, also.
- E. Emergencies in the household will be granted only for as long as it takes to make arrangements. Normally this should not exceed one day.
- F. Funerals - A teacher will be allowed a maximum of three days for funerals in the immediate family. The immediate family is defined as: Father, mother, father-in-law, mother-in law, sister, brother, spouse, or children.
- G. A teacher on Jury Duty shall receive the difference between Jury Duty pay and his regular salary.

Article XI

Unpaid Leaves of Absence

The word "may" used in the following circumstances means if a satisfactory replacement can be found by the Administration for the appropriate period and with no conflict with the tenure law.

- A. A leave of absence of up to one (1) year may be granted to any teacher, upon application, for the purposes of participating in exchange teaching programs in other states, territories or countries. This leave may be extended for an additional year.
- B. If arrangements can be made, a leave of absence may be granted for the purpose of participating in foreign or military teaching programs; the Peace Corps, Teacher's Corps or Job Corps as a full-time participant in such program; or a cultural travel or work program related to his professional responsibilities, provided said teacher states his intention to return to the school system. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.
- C. Military leaves will be treated in accordance with existing law.
- D. A leave of absence may be granted on an annual basis to any teacher upon application for the purpose of serving as an officer of the Association or on its staff. Upon return from such leave, such teachers shall be placed at the same position on the salary schedule as they would have been had they taught in the system during such period.
- E. A leave of absence may be granted to any teacher upon application for the purpose of campaigning for, or serving in, a public office. 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 system during such period.
- F. A maternity leave of absence without pay of up to one (1) year will be granted to a teacher upon request, and such leave shall commence as recommended in writing by the teacher's physician, subject to the review and approval of a board appointed physician. When maternity leave is granted, an acceptable return date will be indicated.

G. A leave of absence of one year may be granted a teacher to complete an advanced degree.

H. A leave of absence not to exceed one period of five (5) consecutive days may be granted for special circumstances upon request. Said request shall be evaluated by the superintendent or his designee and the association president or his designee.

Article XII

Reduction of Staff

In the event it become necessary to reduce the number of teachers due to program elimination or reduction, or to reduce the number of teachers in a given subject area, field or program or eliminate or consolidate positions, the Board shall follow the procedure listed below:

- a. In the event of staff reduction because of program elimination or program reduction due to lack of funds, the cost of schedule B will be reduced by no less than the percentage of staff reduction.
- b. If personnel reduction is necessary, probationary teachers with the least number of continuous years of teaching in the Montague Area Public Schools will be laid off first, provided there are remaining fully qualified, fully certificated teachers to replace and perform all of the needed duties of the laid off teachers.
- c. If further reduction is necessary, then tenure teachers with the least number of years of continuous teaching experience in the Montague Area Public Schools will be laid off first, provided there are fully qualified, fully certificated teachers to replace and perform all the needed duties of the laid off teachers.

1. Fully qualified, fully certificated teachers shall be defined as teachers who have earned a provisional or continuing teaching certificate according to state guidelines. Further, qualification shall be based on one or more of the following criteria where applicable.

- a. A major in the particular subject to be taught.
- b. A minor in such subject with actual teaching experience in the subject in the Montague Schools.
- c. A minor in the subject and prior actual teaching experience in Montague or elsewhere which satisfactorily qualified the teacher to fill the position.

All of the above to be in accordance with their respective periods of continuous service with the Montague Schools, the senior qualified teachers being chosen over those with less continuous service.

For the purposes of this Article, elementary shall be considered grades K-8, and secondary shall be considered 7-12.

2. Length of service is defined as unbroken service in the Montague Area Public Schools. Leaves of absences, with or without pay, and absences due to layoff are not to be considered a break in service.
3. Recall - In the event of layoff, the Board will institute a recall procedure which will be in inverse order of the above layoff procedure. Employees involved by the recall shall be notified by certified or registered mail as soon as the position is available.
4. Seniority right shall be lost by the teacher if the teacher does not return with fifteen (15) working days when he is recalled from layoff.
5. Any layoff pursuant to this agreement shall automatically terminate the individual's employment contract. All benefits allowed therein including all benefits under this Master Agreement, shall be reinstated in full upon re-employment.
6. The Board shall give no less than sixty (60) days notice to the teacher being laid off.
7. It is intended that this article takes precedence over and governs the individual teaching contract; and the individual teaching contract is expressly conditioned by this article.

Article XIII

Academic Freedom

A. It is recognized that knowledge can best be transmitted in an atmosphere which is free from censorship and artificial restraints, upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.

B. Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, or investigation presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning subject only to accepted standards. If a situation arises where it becomes necessary to establish guidelines, a committee shall be formed to make such a determination. The committee will be composed of the following members:

1. Four tenure teachers to be selected by the Association.
2. Two administrators - the principal of the building in which the situation has arisen and the superintendent.
3. Two members of the Board of Education.

Any satisfactory solution must represent a three-fourths majority of the committee (6 members). If the committee is unable to arrive at a satisfactory solution, the situation may be carried through the normal grievance procedures.

Article XIV

Teacher Evaluation

- A. The work performance of all teachers shall be evaluated in writing. Particular emphasis will be given probationary teachers.
- B. Each teacher shall have access to the contents of his own personnel file except for placement credentials.
- C. Observations of teachers will be openly conducted.
- D. The administration will welcome written recommendations from the teacher's tenure committee, especially regarding the placing of probationers on tenure.

Article XV

Professional Behavior

A. By request of a teacher or Administration, either shall be entitled to have present, a representative of the Association when a teacher is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher, until such representative of the Association is given opportunity to be present. The Administration will determine the time for reprimanding.

B. Should a parent of a student direct a complaint against a teacher, no action will be taken or recorded in the teacher's file unless such matter is promptly reported in writing to the teacher concerned.

C. The Association will use its best effort to correct violations of the Code of Ethics by any teacher and may institute proceedings against the offending teacher.

D. Violations of discipline that requires action beyond a verbal reprimand shall be reported by either party to the other. The Administration welcomes written recommendations from the teacher's Association on matters of discipline.

Article XVI

Professional Improvement

- A. At the request of the Association, or on the Board's initiative, arrangements may be made for courses, workshops, conferences and programs designed to improve the quality of instruction.
- B. There shall be a minimum of two half-days in-service training each year. The agenda of meetings shall be determined by the teachers, with the approval of the Administration.
- C. Any permanently certified tenure teacher who enrolls in a course related to his instructional responsibilities shall be reimbursed for his tuition and textbook expenses upon the successful completion of such courses. Participation under this section shall not exceed six (6) semester hours in a two-year period. The Board will not duplicate monies received in grants. All requests for payment shall receive administrative approval.
- D. Teachers shall be encouraged to learn from each other through consultations, conferences, sectional conferences, educational conferences, school visitations and planned observations within our district and others.
- E. Every probationary teacher shall have a tenure coach who is a tenure teacher. The function of the tenure coach will be to assist, not judge, the probationary teacher. The principal will co-operate to the fullest extent in assisting the tenure coach to fulfill his obligations to the probationary teacher.
- F. The Board will continue to encourage teachers to attend selected conferences that are an integral part of their in-service training. This will be subject to budgetary limitations. A teacher with at least a minimum of 3 years teaching in Montague may be selected, by a department, to attend a national level conference once every 5 years, with all expenses paid by the Board. If two from each department wish to attend the Board will pay one-half the expenses of each. Meetings related primarily to salary or MEA leadership problems will not be reimbursed by the Board.
- G. The Professional Improvement Schedule is intended to encourage teachers to update their education and provide for payments in addition to the regular salary schedule.

Definitions:

1. "Years of Service" shall consist of years allowed for salary purposes on being hired-in plus the years of service in the local district.

2. "Acceptable Credit" shall be credit hours for which the Superintendent of schools has given prior written approval.

Approval shall be allowed if the course work satisfies the criteria.

- a. Work to be completed at an accredited institution of higher learning.
- b. Work shall be in the instructional field of the teacher.
- c. The course description indicates an up-dating element.

Level and value	Minimum requirements for the level
Level I - \$200 above the regular salary schedule	A minimum of fifteen years of service and a minimum of five semester hours of acceptable college credit earned during the preceding five years.
Level II - \$200 above Level I	A minimum of twenty years of service. A minimum of five years on Level I and a minimum of five semester hours of acceptable college credit earned during the preceding five years.
Level III - \$200 above Level II	A minimum of twenty-five years of service. A minimum of five years on Level II and a minimum of five semester hours of acceptable college credit earned during the preceding five years.
Level IV - \$200 above Level III	A minimum of thirty years of service. A minimum of five years on Level III and a minimum of five semester hours of acceptable college credit earned during the preceding five years.

Should a teacher fail to meet the five hour requirement for advancement to a new level he will remain at his present level until the requirement is met. During the first five years that this Professional Improvement Schedule is in force there may be some difficulty in the placement of some of the more experienced staff on their proper level. The following procedures will be used to implement the Professional Improvement Schedule from Sept. 15, 1970 through Sept. 15, 1975.

1. As of September 15, 1970, qualifying teachers will be placed on the schedule in accordance with their years of service as defined. No semester hours shall be required.

2. Prior to September 15, 1975, teachers who are less than five years away from any one of a Professional Improvement Level will be required to secure only one semester hour of approved college credit for each of the remaining years that are left between September 15, 1970, and the date on which they become eligible for a level or succeeding level.

Article XVII

Continuity of Operations

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

B. The Board agrees that it will not, during the period of the Agreement, directly or indirectly, engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

C. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by act of God or a labor dispute with employees outside of the bargaining unit and nothing shall require teachers to report for work in such circumstances. The Board and the Association will work out an agreement to compensate for any prolonged suspension of school.

If school is closed for seven (7) or more successive days by any of the above circumstances, Spring vacation will be cancelled.

Article XVIII

Student Discipline

- A. Any case of assault upon a teacher shall be promptly reported to the Administration. The Board will provide legal counsel to advise the teacher of his rights and obligations, with respect to such assault, and will render all reasonable assistance to the teacher in connection with handling the incident by law enforcement and judicial authorities in all cases where teachers have used reasonable judgement. Time lost in such instances will not be charged against the teacher.
- B. A teacher may refer a pupil to the principal for exclusion 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 student in the classroom intolerable. Immediate notice of the referral will be given the building principal. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, but no later than the end of that school day, full particulars of the incident. The pupil shall not be returned to the class until after consultation by the principal with the teacher.
- C. Conduct of students is spelled out in Administration rules and Board policy, and in enforcing these rules and policies, the Administration and Board will support efforts of the Faculty. Both parties recognize that the teacher bears the primary responsibility of disciplining in the classroom and in the entire school environment.
- D. In case of malicious damage to a teacher's property at school, a police report will be requested, after consultation, by the teacher with the Principal as soon as possible after the incident. The teacher will collect damages from his own insurance in all cases possible. The Board of Education will make reasonable restitution not exceeding \$100.00 per instance.

Article XIX

Grievance

- A. Both parties recognize that it is desirable to solve disputes in an amicable manner without recourse to the formal grievance procedure whenever possible. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure.
- B. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this agreement shall be processed as a grievance as hereinafter provided. Any action that might constitute an unfair labor practice is subject to the formal grievance procedure.
- C. If a teacher or the Association does not file a grievance in writing with the principal or other designated board representative within ten (10) school days after the occurrence giving rise to the grievance, then the grievance shall be considered waived.
- D. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article.
- a. The termination of services of, or failure to re-employ any probationary teacher:
 - b. The placing of a non-tenure teacher on a third year probation:
 - c. Any claim or complaint for which there is another required procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teachers Tenure Act (Act 4 of Public Acts, Extra Session, of 1937 of Michigan, as amended).
- E. All grievances shall be in writing, shall plainly and fully state the nature of the grievance, the particulars thereof, the article and section of the agreement allegedly violated and the remedy requested, and shall be signed by the teacher requesting the grievance procedure. Prior to the filing of a grievance, the Associations Grievance Committee shall review it and sign it.
- F. Within three (3) school days of receipt of the grievance, the principal or supervisor shall meet with the Association and teacher in an effort to resolve the grievance. The principal or supervisor shall indicate his disposition of the grievance in writing within three days of such meeting, and shall furnish a copy thereof to the Association.

G. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within three school days of such meeting (or six school days from the date of filing, whichever shall be later), the grievance shall be transmitted to the superintendent. Within five school days, the superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within three school days of such meeting, and shall furnish a copy thereof to the Association.

H. If the Association is not satisfied with the disposition of the grievance by the superintendent or his designee, or if no disposition has been made within three school days of such meeting (or six school days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board may designate a committee to hear the grievance or may hear the grievance before the entire Board and any such committee shall hold a hearing on the grievance within six school days of receipt of notice by Secretary or his designee. Such committee will give a written notice of determination within three school days of hearings to Association and Board. If either the Board or Association is not satisfied with disposition of the Board committee, the Board or Association shall give to other party, written notice of such dissatisfaction within thirty (30) school days. In event of notice of dissatisfaction of Board committee findings by either party, the Board no later than its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven days thereafter. A copy of such disposition shall be furnished to the Association.

I. Any individual teacher at any time may present grievances in accordance with these grievance procedures, and have the grievance adjusted, and upon the teacher filing a written acceptance of any determination at any level, any grievance procedure shall be halted and the grievance shall be deemed to be fully resolved. An Association representative shall be given opportunity to be present at the settlement of any such grievances.

J. The sole remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of his rights hereunder, will be pursuant to the grievance procedure: provided, however, that nothing contained herein when the grievance has not been waived or adjusted will deprive any teacher of any legal right which he presently has, provided that if a teacher elects to pursue any legal or statutory remedy, such election will bar any further provisions of this Article.

K. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration. Such appeal to arbitration must be taken within fifteen days of a Board decision deemed to be unsatisfactory. If the parties cannot agree as to the arbitrator within five (5) 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 arbitration proceedings. The Board and the 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. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make decisions in cases of alleged violation of this agreement.

- a. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.
- b. He shall have no power to rule on any of the following:
 1. The termination of services of or failure to re-employ any probationary teacher.
 2. The placing of a non-tenure teacher on a third year of probation.
 3. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
- c. There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding on the Association, its members, the employee or employees involved, and the Board.
- d. The fees and expenses of the arbitrator shall be equally shared by the Board and the Association.

L. It shall be the general practice of all parties interest to process grievance procedures during times which do not interfere with assigned duties, provided, however in the event it is agreed by the Board to hold proceedings during regular working hours, a teacher participating in any level of the grievance procedure, with duties without loss of salary.

M. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.

Article XX

Negotiation Procedures

A. Because of the special nature of the public educational process, it is recognized that matters may from time to time arise of vital mutual concern to the parties which have not been fully or adequately negotiated between them. Formal or informal discussions may be arranged if mutually agreeable. Problem areas in the contract may be pinpointed for future negotiation. If mutually agreeable, the contract may be reopened to settle a particular problem.

B. A reasonable time prior to expiration of this Agreement, upon the request of either party, negotiations will be undertaken for an agreement covering the 1975-76 school year.

C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Mediation Board.

Article XXI

Insurance

A. Effective December 1, 1971, the Board shall provide, without cost to all teachers, the MEA Super Med Health Insurance. Henceforth, the regular insurance year is considered to be from September 1 through the following August 31.

Coverage shall be in one of the following categories:

- Full family
- Employee and spouse
- Employee and children
- Employee
- Option

Teachers not desiring health insurance shall have an optional insurance benefit in the amount of the health insurance premium covering an employee only. Options shall be under the MEA Super Med Plan.

Part-time teachers shall receive an insurance benefit commensurate with the amount of time they are employed. For example: a part-time teacher who teaches 2/3 of a regular teaching load will be entitled to 2/3 of an insurance benefit to be paid by the Board, the remainder of the benefit will be paid by the teacher.

A full-time teacher who is employed for less than a full teaching year shall receive a commensurate insurance benefit. For example: a teacher who teaches only half of a regular school year is entitled to a health insurance benefit for half of an insurance year.

B. Teachers hired to fill a vacancy allowed under Article XI for a period of time not less than one (1) semester shall enjoy all benefits and privileges of this Master Agreement subject to the provisions of Article XXI, Section A.

Article XXII

Policy Relating to Schedule A

1. Semester hours of course work for the BA/20 and MA/30 scales shall be approved on the basis of the following criteria:

A. The completion date of the work must be subsequent to date of the degree and also the date of the first issued certificate which would have certified or does certify the teacher as assigned. The date of an equivalent out-of-state certificate will be honored under this section. Equivalency will be determined by State policy.

B. Course work shall be from an accredited institution of higher learning in the following areas.

1. Two-fifths of the credits claimed must be in the teacher's area or areas of assignment.
2. Two-fifths of the credits claimed may be in teaching related fields.
3. One-fifth of the credits may be in any elected area of study.

A teacher may withdraw from an improvement level as outlined under Art. XVI Professional Improvement, Sec. C and apply the applicable hours of credit towards a BA/20 or MA/30 status, providing the credit hours meet the criteria of this article.

Criteria B shall not apply to credit hours earned prior to December 9, 1971, the inception date of this article.

Teachers on BA/20 or MA/30 status will not be adversely affected by the provisions of this article.

All credits presented shall be supported by an official transcript.

2. The Administration may grant up to 10 years previous experience for new hires.

3. Any teacher who changes salary schedule status during the school year shall receive their pay under the new schedule as soon as proper notification can be given to the Administration.

Article XXIII

General

A. Copies of this Agreement shall be reproduced at the mutual expense of the Board and the Association.

B. This agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged practices, between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

C. If any portion of this agreement shall be contrary to law, all portions not contrary to law shall remain in full force and effect.

D. All individual contracts will be consistent with this agreement.

E. Personal auto mileage shall be reimbursed at the rate of twelve (12) cents per mile.

Article XXIV

Duration of Agreement

This Agreement shall be effective as of September 1, 1973 and shall continue in effect until August 31, 1975. This Agreement shall not extend orally and it is expressly understood that it shall expire on the date indicated.

FOR THE ASSOCIATION

BOARD OF EDUCATION

Signed by

Signed By

President

President

Vice President

Vice President

Recording Secretary

Secretary

Corresponding Secretary

Treasurer

Treasurer

Trustee

Chairman, Negotiating Committee

Trustee

Trustee

MONTAGUE AREA PUBLIC SCHOOLS
SCHEDULE A
1973-74

<u>STEP</u>	<u>INDEX</u>	<u>BA</u>	<u>BA/20</u>	<u>MA</u>	<u>MA/30</u>
0	1.000	8310	8717	9116	9523
1	1.049	8717	9144	9563	9990
2	1.097	9110	9563	10,000	10,447
3	1.146	9523	9990	10,447	10,913
4	1.194	9922	10,408	10,885	11,370
5	1.243	10,329	10,835	11,331	11,837
6	1.292	10,737	11,262	11,778	12,304
7	1.340	11,135	11,681	12,215	12,761
8	1.389	11,543	12,108	12,662	13,227
9	1.437	11,941	12,526	13,100	13,685
10	1.480	12,349	12,953	13,540	14,151
11	1.535	12,756	13,381	13,993	14,618

SCHEDULE A
1974-75

Each step of each column of the 1973-74 salary schedule shall be adjusted by the percentage change from June, 1973 to June, 1974 of the United States All City Average Consumer Price Index (1967-100) as published by the Bureau of Labor Statistics. If said percentage change is less than four (4) percent, each step of each column of the 1973-74 salary schedule shall be increased four (4) percent. If said percentage change is greater than six (6) percent, each step of each column of the 1973-74 salary schedule shall be increased six (6) percent. The 1973-74 salary schedule so adjusted shall be the 1974-75 salary schedule.

MONTAGUE AREA PUBLIC SCHOOLS
Schedule B
1973-74

Computed on \$8310 Base

High School-EXTRA DUTY ASSIGNMENTS

	1		2		3		4		5	
Varsity Football-Head Coach	9%	748	10%	831	11%	914	12%	997	14%	1163
Varsity Football-Assistant Coach	6.0	499	6-1/2	540	7	582	7-1/2	623	8	665
JV Football-Head Coach	6.0	499	6-1/2	540	7	582	7-1/2	623	8	665
JV Football-Assistant Coach	6.0	499	6-1/2	540	7	582	7-1/2	623	8	665
Freshman Football	6.0	499	6-1/2	540	7	582	7-1/2	623	8	665
Varsity Basketball Coach	9	748	10	831	11	914	12	997	14	1163
JV Basketball Coach	6.0	499	6-1/2	540	7	582	7-1/2	623	8	665
Freshman Basketball Coach	6.0	499	6-1/2	540	7	582	7-1/2	623	8	665
Wrestling Head Coach	6-1/2	540	7	582	7-1/2	623	8-1/2	706	9-1/2	789
Wrestling Assistant Coach	4-1/2	374	5	416	5-1/2	457	6	499	6-1/2	540
Varsity Baseball Coach	6-1/2	540	7	582	7-1/2	623	8-1/2	706	9-1/2	789
JV Baseball Coach	4-1/2	374	5	416	5-1/2	457	6	499	6-1/2	540
Track Coach	6-1/2	540	7	582	7-1/2	623	8-1/2	706	9-1/2	789
Cross Country Coach	4-1/2	374	5	416	5-1/2	457	6	499	6-1/2	540
Golf Coach	4-1/2	374	5	416	5-1/2	457	6	499	6-1/2	540
Girls Intra Mural (GAA)	4-1/2	374	4-1/2	374	5	416	5-1/2	457	5-1/2	457
Cheerleader Advisor	4-1/2	374	4-1/2	374	5	416	5-1/2	457	5-1/2	457
Girls Varsity Basketball	4-1/2	374	4-1/2	374	5	416	5-1/2	457	5-1/2	457
Girls JV Basketball	3	249	3	249	3-1/2	291	4	332	4	332
or										
Girls JV and Varsity Basketball	6	499	6-1/2	540	7	582	7-1/2	623	8	665
Girls Track	4	332	4	332	4-1/2	374	5	416	5	416
Band	9	748	10	831	11	914	12	997	14	1163
Annual	5-1/2	457	5-1/2	457	6	499	6-1/2	540	6-1/2	540
Prom Advisor		100								
Audio Visual Coordinator		500		550						

	<u>1</u>		<u>2</u>		<u>3</u>		<u>4</u>		<u>5</u>
Musical Director	3	249							
Assistant Musical Director (two)	2	166	(each)						

MIDDLE SCHOOL-EXTRA DUTY ASSIGNMENTS

Girls Intra Mural (GAA)	4 1/2	374	4 1/2	374	5	416	5 1/2	457	5 1/2	457
Track	3 1/2	291								
Basketball - Grade 7	4 1/2	374	5	416	5 1/2	457	6	499	6 1/2	540
Basketball - Grade 8	4 1/2	374	5	416	5 1/2	457	6	499	6 1/2	540
Band & High School Chorus (combined)	9	748	10	831	11	914	12	997	14	1163
Cheerleader Advisor	3 1/3	291	3 1/2	291	4	332	4	332	4 1/2	374
Girls Basketball	2 1/2	208	2 1/2	208						

DRIVER TRAINING

1973-74 \$5.25 hour
 1974-75 \$5.60 hour

Policy Relating to Schedule B

1. Board will determine wages of new position subject to bargaining in new contract.
2. No teacher should normally have more than two assignments in a calendar year except in emergency.
3. It is expressly understood that tenure is not granted in any of these assignments and the Board has power to drop any of these activities.
4. The extra curricular base is automatically the beginning teacher wage.

MONTAGUE AREA PUBLIC SCHOOLS
1973-74 Calendar

Pupil Days		Monday Dates	
3	Sept.	3	Mon. Labor Day, Tuesday Non-Teaching Duty Day Wednesday Pupils report A. M. only P.M. Non-Teaching Duty
5		10	
5		17	
5		24	
5	Oct.	1	
5 28		8	Friday October 12 end 1st period Elementary
5		15	
5		22	Education Week
4		29	Monday October 29 Non-Teaching Duty Day Friday November 2 end 1st period NBC & H.S.
5	Nov.	5	
4		12	Monday November 12 Non-Teaching Duty Day
3		19	November 22 & 23 Thanksgiving Vacation
5 31		26	Friday November 30 end 2nd period Elementary
5	Dec.	3	
5		10	
5		17	
0		24	December 24 thru Jan. 1, Christmas Vacation
3		31	Wednesday January 2, return to school
5	Jan.	7	
4 27		14	Thurs. January 17, end of 1st semester Friday January, 18 Non-Teaching Duty Day
5		21	
5		28	
5	Feb.	4	
5		11	
5		18	
5 30		25	Friday January 29, end 4th period Elementary
5	March	4	
4		11	Monday March 11, Non-Teaching Duty Day
5		18	Friday March 22, end 3rd Period NBC & H.S.
5		25	
0	April	1	Spring Vacation Week
4		8	Friday April 12, Good Friday - No School
5		15	Friday April 19, end 5th period Elementary
5 33		22	
5		29	
5	May	6	
5		13	
5		20	
4		27	Monday May 27, Memorial Day - No School
5	June	3	
2 31		10	Tuesday June 11, Last day of School - Pupils report A.M. only. Tuesday p.m. & Wednesday Non-Teaching Duty Days 178 Full Days Pupil Attendance 2 Half Days " " 6 Full Days Non-Teaching Duty 2 Half Days " " " 186 Days Total Duty

NOTE: Non-Teaching duty shall consist of such activity as records, planning, Adm. meetings, parent-teacher conferences, and varied in-service activities as shall be the wishes of the staff.

Montague Teachers' Education
Association

4900 STANTON BLVD.

MONTAGUE, MICHIGAN
49437

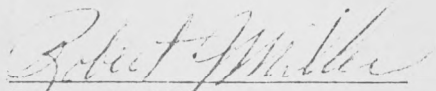
April 15, 1975

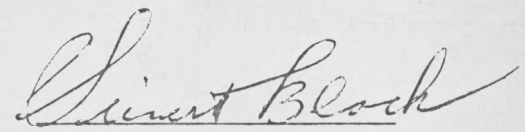
At a meeting held today in the Principal's office of the High School, it was decided to make the following adjustments in Schedule B as called for in the Master Agreement for 1974-75 school year. After some discussion and general sharing of evaluative material it was agreed that we:

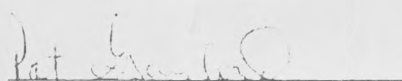
1. Set High School Chorus at \$500
2. Set Middle School Chorus at \$200
3. Change Middle School Girls' Basketball percentages to

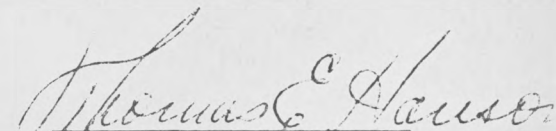
1	2
$4\frac{1}{2}\%$	$4\frac{1}{2}\%$
4. Leave reference to Girls' Volleyball (H.S.) as it is for another year. The sport did not materialize this year.
5. No Bonus or Penalty for GAA in the Middle School was necessary because the attendance fell within the range set forth in the contract.

These adjustments are for the 1974-75 school year only.


Robert Miller
PN Chairman


Sievert Block
H. S. Principal


Pat Gaylord
PN Team Member


Tom Hanson
Middle School Principal