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AGREEMENT

between the

ORCHARD VIEW BOARD OF EDUCATION

and the

ORCHARD VIEW CHAPTER

of

MICHIGAN EDUCATION ASSOCIATION

covering the period

from

July 1, 1975

through

June 30, 1976

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PROPOSED AGREEMENT

This Agreement entered into May, 1973 by and between the Orchard View Board of Education of the Township of Muskegon, Michigan, hereinafter called the "Board", and the Orchard View 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 the Orchard View School District is their mutual aim and that the character of education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS the members of the teaching profession are qualified to recommend policies and programs designed to improve educational standards, and

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

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

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

ARTICLE I

Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure, probation and on per diem appointments, classroom teachers, guidance counselors, librarians, special education teachers, and remedial reading teachers, employed or to be employed by the Board (whether or not assigned to a public school building, but excluding supervisory and executive personnel, maintenance and operating personnel, transportation personnel, and office and clerical employees, and cafeteria workers. The term "teacher", when used hereinafter in this agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references 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. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance not concerning this contract and having the grievance adjusted without intervention of the Association.

ARTICLE II

Teacher Rights and Obligations by Law

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to

organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by 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 reason 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. Nothing herein shall require any teacher to be a member of, or participate in the activities of any organization.

B. The Board specifically recognizes the rights of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency and the Association recognizes an equal right on the part of the Board.

C. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws.

D. No teacher shall fail to report for duty, willfully absent himself from his position, engage in the stoppage of work, or abstain in whole or in part from the full, faithful and proper performance of his duties

of employment, for the purpose of inducing, influencing or coercing a change in the conditions, or compensation, or the rights, privileges or obligations of employment, contrary to the provisions of Section I of Act 379 of the Public Acts of 1965.

E. It being recognized that teachers who are not members of the Association receive the benefits of negotiation and other activities of the Association, it is agreed that the Association shall charge each non-member teacher a service fee of one dollar less than the annual total membership dues of the Association for its services as the exclusive representative of all teachers in the Orchard View School District, such charge having been determined to be reasonable. Non-members may sign and deliver to the Board an assignment authorizing deduction of the aforesaid service fee from such teachers regular pay checks commencing in October and ending in June of each year, and the Board agrees to remit to the Association such monies so deducted, together with a list of the teachers from whom the deductions have been made. Authorization for such deductions shall remain in effect until revoked in writing. Collection from teachers not authorizing deductions shall be the sole responsibility of the Association. The Association will indemnify and save the Board harmless for all sums improperly deducted and remitted to the Association.

### ARTICLE III

#### Association and Teacher Rights and Obligations by Law

A. The Association and its members shall have the right to use the school building facilities at all reasonable hours. No teacher shall

be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. Bulletin boards and other established media of communication shall be made available to the Association and its members.

B. The Board agrees to furnish to the Association in response to reasonable requests from time to time all information concerning the financial resources of the District, tentative budgetary requirement 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 financial grievance or complaint.

C. The Board or the Board's representative shall consult with the Association on any new or modified tax programs, major construction programs, or major revisions of educational policy, which are proposed or under consideration and the Association shall be given opportunity to advise the Board in writing with respect to said matters prior to their adoption and/or general publication when it is practical to do so and the Association requests it.

D. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The 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 is considered by the Association and its membership to define acceptable criteria of professional behavior.

*See P. 20 Payroll List*

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

F. Consistent with the Code of Ethics of the Education Professions, membership in the Association shall be open to all teachers regardless of race, creed, sex, marital status, or national origin.

G. Teachers may at any time sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association (including the National Education Association and the Michigan Education Association.) Such authorization shall continue in effect until formally revoked by the Teacher in writing and copies thereof are delivered to the Association and the Board. (This pertains to continuing memberships.)

H. The deduction of membership dues shall be made from each regular paycheck, beginning in October and ending in June of each year and the Board agrees to remit to the respective Associations all monies so deducted, accompanied by a list of teachers from whom the deductions have

been made. The Association will indemnify and save harmless the Board of Education for all sums improperly checked off and remitted to the teacher organization.

I. The Association, nor any officer thereof shall engage in or encourage any member to act in concert with others, without the lawful approval of his superior, to absent himself from his position or abstain in whole or in part from the full, faithful and proper performance of his duties for the purpose of inducing or coercing a change in the conditions of compensation, or the right, privileges or obligations of employment, contrary to the provisions of Section VI of Act 379 of the Public Acts of 1965.

#### ARTICLE IV

##### Board of Education Rights and Obligations by Law

A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other National, State, or County, District, or local laws or written regulations as they pertain to education.

#### ARTICLE V

##### Professional Compensation

A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the one year term of this Agreement.

B. The school year is based on 39 working weeks with the pay periods spread over 41 weeks which includes the Christmas and Spring vacations. The school year will start August 25, 1975 and end June 8, 1976. Classes will start September 2, 1975. Teachers will assist in the planning of in-service sessions for the week beginning August 25 through August 29. (Daily and weekly rates of pay will be figured on the basis of 41 weeks.)

- (1) Extra class (grades 6-12 - see Schedule B)
- (2) Official at or supervisor of athletic event.....\$6.50
- (3) Substitute (grades 6-12 on a voluntary basis).....\$6.50
- Teaching of absent teacher's class (K-5).....\$6.50
- (When elementary classes are not meeting in the special subject areas, such as: Art, music, library periods, etc. in grades Kindergarten through Sixth, regular teachers responsible for their classes will not receive extra pay for these special subject areas.)
- (4) Chaperoning any school sponsored activity where attendance is mandatory rather than voluntary.....\$6.50
- (5) Extra assignment such as coaching, debate - see Supplementary Schedule C.
- (6) Extra duty periods:
  - Over-flow study halls.....\$900
  - Parking lot.....\$450
  - Cafeteria.....\$450
  - Gym duty (during noon).....\$450
  - Hall duty.....\$450

SCHEDULE A

ORCHARD VIEW SCHOOLS  
 Teachers Salary Schedule  
 1975-76

Years of Experience	ANNUAL SALARY		
	B.A.	M.A.	*M.A. + 30 Sem. Hrs.
0	9,350	9,911	
1	9,631	10,192	
2	10,005	10,566	
3	10,379	10,940	
4	10,753	11,314	
5	11,127	11,781	
6	11,501	12,342	12,716
7	12,023	13,051	13,425
8	12,584	13,706	14,080
9	13,238	14,454	14,828
10	13,893	15,202	15,669
11	14,547	15,950	16,324

\*The 30 semester hours beyond the degree may be either graduate or undergraduate credit earned after the date of the M.A. degree.

The amount paid to Michigan Public School Employees Retirement Fund (5% of gross salary) is paid by the Orchard View Board of Education

SCHEDULE A-1

ORCHARD VIEW SCHOOLS  
Salary Index  
1975-76

Years of Experience	Index for B.A.	Index for M.A.	*M.A. + 30 Sem. Hrs.
0	100	106	
1	103	109	
2	107	113	
3	111	117	
4	115	121	
5	119	126	
6	123	132	136
7	128.5873	139.5873	143.5873
8	134.5873	146.5873	150.5873
9	141.5873	154.5873	158.5873
10	148.5873	162.5873	167.5873
11	155.5873	170.5873	174.5873

\*The 30 semester hours beyond the degree may be either graduate or under-graduate credit earned after the date of the M.A. degree.

SCHEDULE B

SALARY SCHEDULE

for teachers who work an extra hour  
(sixth hour) within the seven periods.

1975-76

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Years Experience	B.A. Extra Hour
0	1300
1	1327
2	1363
3	1399
4	1435
5	1471
6	1507
7	1543
8	1588
9	1633
10	1678
11	1723

## SCHEDULE C

ORCHARD VIEW SCHOOLS  
 Extra Duty Compensation  
 (Percentage of first year teacher with BA degree)  
 1975-76

	Years of experience				
	0	1	2	3	4
Athletic Director	12.5%	13.5%	14.5%	15.5%	16.5%
Asst. Athletic Director - M.S.	6.5%	7.0%	7.5%	8.0%	8.5%
Head Football	12.5%	13.5%	14.5%	15.5%	16.5%
Asst. Varsity Football (2)	9.0%	9.5%	10.0%	10.5%	11.0%
J.V. Football	7.5%	8.0%	8.5%	9.0%	9.5%
Asst. J.V. Football	6.0%	6.5%	7.0%	7.5%	8.0%
Freshman Football	6.0%	6.5%	7.0%	7.5%	8.0%
Asst. Freshman Football	5.0%	5.5%	6.0%	6.5%	7.0%
Junior High Football	4.0%	4.5%	5.0%	5.5%	6.0%
Asst. Junior High Football	3.0%	3.5%	4.0%	4.5%	5.0%
Head Basketball	11.5%	12.5%	13.5%	14.5%	15.5%
Asst. Basketball	8.0%	8.5%	9.0%	9.5%	10.0%
Freshman Basketball	5.0%	5.5%	6.0%	6.5%	7.0%
Junior High Basketball	4.0%	4.5%	5.0%	5.5%	6.0%
Swimming	9.0%	9.5%	10.0%	10.5%	11.0%
Asst. Swimming	5.0%	5.5%	6.0%	6.5%	7.0%
Wrestling	9.0%	9.5%	10.0%	10.5%	11.0%
Asst. Wrestling	5.0%	5.5%	6.0%	6.5%	7.0%
Wrestling - M.S.	4.0%	4.5%	5.0%	5.5%	6.0%
Cross Country	5.0%	5.5%	6.0%	6.5%	7.0%
Baseball	8.0%	8.5%	9.0%	9.5%	10.0%
Track	8.0%	8.5%	9.0%	9.5%	10.0%
Asst. Track	5.0%	5.5%	6.0%	6.5%	7.0%

SCHEDULE C (continued)

	Years of Experience				
	0	1	2	3	4
Music Department Head	3.0%	3.5%	4.0%	4.5%	5.0%
High School Band	11.0%	12.0%	13.0%	14.0%	15.0%
High School Choir	3.0%	3.5%	4.0%	4.5%	5.0%
Junior High Band	3.0%	3.5%	4.0%	4.5%	5.0%
Summer Band	2.0%	2.5%	3.0%	3.5%	4.0%

SCHEDULE C (continued)

	Years of experience				
	0	1	2	3	4
Tennis	5.0%	5.5%	6.0%	6.5%	7.0%
Golf	5.0%	5.5%	6.0%	6.5%	7.0%
Junior High Spring Sports	3.0%	3.5%	4.0%	4.5%	5.0%
Gymnastics	8.0%	8.5%	9.0%	9.5%	10.0%
Gymnastics - M.S.	3.5%	4.0%	4.5%	5.0%	5.5%
Aquaettes	5.0%	5.5%	6.0%	6.5%	7.0%
Competitive Swimming (girls)	5.0%	5.5%	6.0%	6.5%	7.0%
Girls GAA	5.0%	5.5%	6.0%	6.5%	7.0%
Basketball (girls)	5.0%	5.5%	6.0%	6.5%	7.0%
Basketball (girls) M.S.	3.5%	4.0%	4.5%	5.0%	5.5%
Softball (girls)	5.0%	5.5%	6.0%	6.5%	7.0%
Track (girls)	5.0%	5.5%	6.0%	6.5%	7.0%
Track (girls) M.S.	3.0%	3.5%	4.0%	4.5%	5.0%
Lanidracs (girls)	3.0%	3.5%	4.0%	4.5%	5.0%
Intramural (Fall) M.S.	4.0%	4.5%	5.0%	5.5%	6.0%
Intramural (Winter) M.S.	4.0%	4.5%	5.0%	5.5%	6.0%
Drama Director	2.5%	3.0%	3.5%	4.0%	4.5%
Junior Class Advisor	1.5%	2.0%	2.5%		
Audio-Visual Director	2.5%	3.0%	3.5%		
Cheerleader <i>H.S. + Middle school</i>	3.5%	4.0%	4.5%		
Debate	2.5%	3.0%	3.5%		
School Paper	2.5%	3.0%	3.5%		
Yearbook	2.5%	3.0%	3.5%		

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SCHEDULE D

LONGEVITY PAY

\$200 Increment to be added after 15th year

\$400 Increment to be added after 20th year

\$600 Increment to be added after 25th year

\$800 Increment to be added after 30th year

\$1000 Increment to be added after 35th year

\$1200 Increment to be added after 40th year

It should be clearly understood that years of teaching experience is not necessarily the same as years of credit in Orchard View. The last five increments indicated above include prior increments

During teacher orientation week the principal of the school concerned will select teachers for extra duties to be filled. The principal will select the teachers for duty periods. If the teacher selected does not wish to perform the duty he has the right to decline. In the event that the extra duty period cannot be filled, the principal then reserves the right to draft.

#### ARTICLE VI

##### Teaching Hours

A. Teachers will be available and responsible, on a daily basis for the duration of their employment, for:

1. Classroom teaching assignment
2. Individual conferences with parents and/or students
3. Administrative staff meetings
4. Study hall and library assignment, provided however, no teacher shall be required to perform the duties of a librarian unless such teacher is classified as a librarian.
5. Any situation warranting their presence which is either mutually agreed upon in advance or considered as extreme emergency by the administration.

B. Teachers with non-teaching time during the school day will be permitted to leave their respective buildings when pertinent factors relative to the teacher's welfare or school business are deemed necessary by the teacher. The office will be notified when a teacher leaves during

the school day. Abusive use of such non-teaching time will be considered a delinquency to be processed through established tenure committee of the individual buildings. The teacher recognizes and accepts the fact that promptness is an essential factor in the adequate fulfillment of the teaching role. Special emphasis shall be given concerning the problem of arrival and departure time. The arrival time shall be interpreted as being that which gives the individual teacher an adequate amount of time to be prepared for the teaching day. The departure time shall be interpreted as being that which allows the individual teacher to have completed his teaching duties concerning pupil responsibilities. The preceding statements will apply to each individual school in accordance with the school day of the building. Continued abuse of the arrival and departure time will be dealt with by the tenure committee of the individual building after the committee has been contacted by the principal of that building. Interpretation of arrival and departure time is 15 minutes. A letter of agreement of such interpretation has been exchanged between the Board and the Association. Teachers may leave for the monthly MEA local chapter meetings when the last class of that particular building has been dismissed for the school day.

C. All teachers in all buildings will have a duty-free lunch period during which they may leave the building. This period shall conform to individual building schedules mutually agreed upon by the teachers and administrators of such buildings. Students who remain at school during the lunch period or after school for transportation will be supervised

by personnel other than full-time classroom teachers.

D. The Association agrees that teachers in the elementary schools recognize that recess is a necessary part of the educational program of this age group and will readily be on hand to protect the safety of all children at all recess duties that are assigned in a reasonable and nondiscriminatory manner.

E. The Board and the Association recognize the school instructional program and related matters need continuing study and improvement. It is further agreed that the parties shall cooperate in an ongoing study to assist the Board whereby it may bring about desirable changes and innovations in teaching methods and techniques, class composition, curriculum and any other phase of the instructional program. Therefore, each teacher should serve on a curriculum study committee of his choice.

F. The Association agrees that the purpose of non-teaching time (other than lunch periods) is to permit the teacher to have time during the school day for planning, conferences, preparations for teaching, and related teaching functions and obligations concerned with actual teaching assignment. Abusive use of such non-teaching time shall be considered a violation of the master contract. Non-teaching time is not to be used as recreational, social or leisure time

#### ARTICLE VII

##### Teaching Qualifications and Assignments

A. No new teacher shall be employed by the Board for a regular

teaching assignment who does not have a bachelor's degree and a provisional or permanent teaching certificate from a NCATE (National Council for Accreditation of Teacher Education) accredited college or university.

B. The employment of teachers holding special certificates is to be permitted only in cases of absolute necessity. Such positions shall be filled on a temporary basis until the end of the current school year at which time the positions would be posted.

C. 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.

D. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignments in the secondary school grades will be notified and consulted by their principals at the earliest possible date before school begins, and then the change will be made only with the teacher's approval, except as provided in Article X, Paragraph C.

E. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, district-administered summer school programs, shall not be obligatory but shall be with the consent of the teacher. Assignments will be made by the Board on the basis of preference to teachers possessing provisional or permanent teaching certificates regularly employed in the

district during the normal school year.

## 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. The parties recognize that children having special physical, mental, and emotional problems may require specialized classroom experience and that their presence in regular classrooms may interfere with the normal instructional program and place extraordinary and unfair demands upon the teacher. Special attention will be given to reducing class size where special students are placed in a regular classroom.

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered whenever practical. The Board agrees to meet with the Association representatives within the first two weeks of the school year to negotiate class sizes using the following formula as a guide.

- (1) Kindergarten through grade three - 27 pupils
- (2) Grades four through six - 30 pupils

- (3) "Remedial-type" classes, grades seven through twelve - 20 pupils
- (4) Classroom areas designed to accommodate a specific number of students because of limited facilities or a limited number of students for safety reasons should not exceed that number. (These numbers shall be determined by equal representation of the Board and the Association.)

B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching professions. Representatives of the Board and the Association will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board will undertake to implement all joint decisions thereon made by the Board and the Association.

C. Telephone facilities shall be made available to teachers.

D. Food and beverage vending machines shall be installed at the request of the Association, the proceeds to be used as the Board and the Association deem fit.

E. The Association agrees that all teachers accept the obligation to have adequate emergency lesson plans available for use by substitute teachers.

F. The Association agrees to encourage all teachers to perform fully, faithfully, and properly their duties as teachers. They will further

refuse to condone or defend any action by a teacher who refuses to perform legitimate duties and responsibilities assigned in this contract and this Agreement.

#### ARTICLE IX

##### Department Chairmen

A. The teachers in any department in the senior high school level shall each year select from among their numbers a department chairman. In those departments of a school having less than five members, a department chairman shall be selected among all teachers in similar departments in the district. The department chairman shall exercise coordinating functions, including serving as liaison between the teachers of the department and the school administration. Such chairman shall not be considered a supervisory employee.

B. Any teacher selected as a department chairman would not be assigned to a duty period, unless requested by the teacher.

#### ARTICLE X

##### Vacancies, Promotions, Transfers, and Resignations

A. The Board recognizes that it is desirable in making assignments to consider the interest and aspirations of its teachers. Request by a teacher for transfer to a different class, building, or position shall be made in writing and filed with the Superintendent. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. During the summer months, each teacher requesting a transfer shall be notified in writing of each vacancy pertinent to his or her transfer request. During the school year and the summer months, each teacher on leave of absence or layoff shall be notified

in writing of each vacancy for which they hold a valid teaching certificate. During the summer months the Association President shall be notified in writing of each vacancy. The Association President shall contact the Superintendent to establish a list of those persons who will receive notification of vacancies.

B. Whenever any vacancy in any teaching position included in Article I, Section A, in the district shall occur, the Board shall publicize the same by providing for appropriate posting in every school building and providing written notice to the Association President. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least 7 days, During that time any teacher may apply in writing for the position.

C. An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the instructional program. The principal shall notify in writing the affected teacher of the reasons for such transfer. If the teacher objects to such transfer for the reasons given, the dispute may be reviewed through the building tenure committee. If necessary, the final decision will be based on seniority in the Orchard View School system.

D. 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 XI

##### Leave Pay

A. A teacher employed under full-time contract for the entire school

year shall be granted full salary to the extent of 10 days each school year for absence due as detailed below. Proportionate allowance shall be made for teachers under contract part-time or for a portion of the year.

B. Sick leave shall become operative within the first day of the school year, except for all teachers who are new to the system. New teachers must start work under their contract before sick leave becomes operative.

C. The unused portion of the sick leave at the end of any year shall be credited to the following year until a credit of 200 school days has been accumulated.

D. In all cases of personal illness, the regular teacher having used the total number of days allowed under the sick leave policy shall receive the difference between her salary and that paid to the substitute (minimum of \$5.00 per day) for a period of sixty days or until termination of the contract. In such cases where a teacher may use all or a portion of the 200 days, a medical certificate from a licensed physician at each payroll period shall be submitted.

E. The purposes for which such sick leave may be used are as follows:

- (1) Illness or injury of the individual
- (2) Death of a relative or death where obligations warrant
- (3) Illness in the home
- (4) Absence by exposure to contagious diseases

F. Up to five days off with pay for death in the family not deducted from sick leave for the following members of the teacher's family in or out of his home: husband, wife, son, daughter, mother, father, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law,

son-in-law, daughter-in-law, grandparents and grandchildren.

G. The superintendent shall certify to the legitimacy of a claim for absence without loss of salary. In cases where the claim for absence allowance is based on illness of the teacher, the superintendent reserves the right to demand a doctor's statement of verification.

H. At the beginning of every school year, each teacher shall be credited with 2 days to be used for the teacher's personal business. A personal business day(s) may not be used for recreation or extended vacation. A teacher planning to use a personal leave day(s) shall notify his principal at least one day in advance, except in cases of emergency, and will sign a statement that the personal leave day(s) will not be used for recreation or extended vacation. Such time, if not used will accumulate as sick leave.

I. Absence due to injury incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days, if the injury occurred at school or when assigned to a school sponsored activity. The Board shall pay to such teacher the difference between his salary and benefits received under the Michigan Workman's Compensation Act for the duration but not to exceed the individual's contract year.

## ARTICLE XII

### Leaves of Absence

A. Any teacher whose personal illness extends beyond the period compensated under Article XI shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Upon

*Write proposal for*  
*Clarify*

return from leave, a teacher may be assigned to the same position, or a substantially equivalent position, if a posted vacancy exists.

B. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:

- (1) Absence when a teacher is called for jury service.  
Compensation for a teacher called for jury duty will be deducted from the teacher's daily rate of pay.
- (2) Court appearance as a witness in any case connected with the teacher's employment of the school or whenever teacher is subpoenaed to attend any proceeding.
- (3) Approved visitation at other schools or for attending educational conferences or conventions.
- (4) Time necessary to take the selective service physical examination.

C. Leaves of absence for one year without pay shall be granted upon application.

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

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

D. Pregnancy is not normally a sickness. Therefore sick leave benefits shall not apply to symptoms normally associated with pregnancy. The period of exclusion from work and pay, benefits shall be covered by a written leave of absence and shall be determined in keeping with policies established by the building principal and the superintendent.

E. The Board shall grant one year leave of absence, which can be renewed for an additional year for the following reasons to:

- (1) Any teacher who joins the Peace Corps as a full-time participant in such program. Any period so served shall be treated as time taught for purposes of the salary schedule set forth in Schedule A of this Agreement.
- (2) Teachers who are officers of the Association or are appointed to its staff for the purpose of performing duties for the Association.
- (3) Any teacher, pursuant to the Soldier & Sailor Civil Relief Act of U.S., for military duty to any branch of the armed forces of the United States. Teachers on military leave shall be given the benefit of any increments and sick leave allowances which would have been credited to them had they remained in active service to the school.
- (4) Any teacher to campaign for, or serve in a public office.

#### ARTICLE XIII

##### Teacher Evaluation

A. All monitoring or observation of the work performance of a teacher

shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited.

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

C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand, or reduction in rank, compensation or advantage, or violation of professional ethics asserted by the Board or any agent or representative thereof, shall be subject to review by the Professional Problems Committee. All information forming the basis for disciplinary action will be made available to the teacher and the committee upon request.

D. Any complaint by parent, student or administrator directed toward a teacher, and to be placed in the teacher's personal file, shall be promptly called to the teacher's attention in writing.

E. A copy of the approved evaluation form shall be submitted to the teacher at the time of each personal interview and the teacher shall have the opportunity to review the evaluation report. All evaluations shall be

based upon valid criteria for evaluating professional growth.

F. Each teacher shall have the right upon request to review the contents of his own personal file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

#### ARTICLE XIV

##### Academic Freedom

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

#### ARTICLE XV

##### Student Discipline and Teacher Protection

A. The Board and the Association agree that the maintenance of control and discipline in the classroom is a joint responsibility. The **Board**

and the Association further agree that the teacher may not be fairly expected to assume responsibility for chronic disciplinary, emotionally disturbed, and/or mentally handicapped children in the context of normal assignments. (Definitions of such terms as have been used above to describe children, as well as "normal assignments", shall be determined, from time to time as the occasion arises.

B. A teacher may suspend 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 student in the classroom intolerable, until the principal and the teacher discuss the problem. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident.

C. Any case of assault upon a teacher shall be promptly reported to the superintendent. The Board will provide legal counsel who will advise the teacher of his rights and obligations with respect to such assault and shall render all financial assistance to the teacher in handling the incident by the authorities. This assistance shall include legal fees, medical bills, personal property damage, and full compensation for lost time, none of which shall be chargeable against leave granted for sickness. The responsibilities of the Board shall terminate in such cases when and if the teacher elects to provide his own counsel.

D. A teacher may use such force as it is necessary to protect himself from attack or to prevent injury to another student. If any teacher

is sued by reason of disciplinary action taken against a student, the Board will offer to supply legal counsel of its selection and render all reasonable assistance to the defense of the teacher, providing that the teacher's action was in conformance with this Agreement.

E. If a teacher is injured while in the line of duty, assistance will be provided in accordance with requirements implicit in Workman's Compensation Insurance.

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

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 personnel file unless such matter is reported to the teacher concerned.

H. Time lost by a teacher in connection with any incident mentioned in this article, not compensable under Workman's Compensation, shall not be charged against the teacher unless he is judged guilty by a courts of competent jurisdiction.

#### ARTICLE XVI

##### Insurance Coverage

A. The Board shall provide without cost to the employee Super Med 2 protection for a full twelve-month period for the employees entire family. Employees not wishing health insurance subsidy through the school may apply the equivalent of an individual employee's single subscriber premium toward any of the options. The options under Super Med 2 are:

1. Individual and Group Term Life Insurance in varying amounts up to \$65,000.
2. Dependent Life Insurance
3. Short Term Disability Insurance
4. Long Term Disability Insurance up to \$1,000 per month
5. Supplemental Hospital Insurance of \$10, \$20, \$30, or \$40 per day.
6. Accidental Death Coverage up to \$100,000
7. Survivor Income Benefits

#### ARTICLE XVII

##### Negotiation Procedure

A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon request by either party to the other with the consent of the second part. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. At least ninety days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages.

C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. 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 those voting in the Association, but the parties mutually pledge that representatives selected by each shall be

clothed with all necessary power and authority to make 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 any such negotiation, either party may invoke the mediation machinery of the State Labor Mediation Board.

ARTICLE XVIII  
Grievance Procedure

A. Any teacher, group of teachers or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board or any other provision of law, (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms or conditions of employment, may file a written grievance (see Schedule E) with the Board or its designated representative. The Board hereby designates as its representative for such purpose the Principal in each school building and the Superintendent of Schools when the particular grievance arises in more than one school building.

B. The designated representative of the Association shall be the grievance chairperson of the Association. The President of the Association must, in writing, supply the name of this party to the Board before the Board has a duty to deal with him/her. The Association may change or add a designated representative by giving ten (10) calendar days prior written notice to the Board.

C. Within five teaching days of receipt of the grievance by the designated representative of the Board, he shall meet with the Association in an effort to resolve the grievance. Affected teachers may or may not be present at such meetings. If the meeting is with the school Principal and the parties

cannot agree, the grievance shall be promptly transmitted to the Secretary of the Board, with a statement of reasons why it is being disapproved.

D. Within fifteen teaching days from receipt of the grievance, the Board shall initiate action. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided however, that in no event, except with the express written consent of the Association, shall final determination of the grievance be made by the Board more than twenty teaching days after its submission to the Board.

E. If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to the State Labor Mediation Board as provided in Article XVII, paragraph D, for mediation, but not arbitration.

F. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.

G. For administrative convenience, the Board may cause complaints which may be subject of grievances under this Article first to be presented to a department head, assistant principal or other school employee, for informal processing, in an effort to reduce the number of formal grievances handled under the professional grievance procedure herein established. The parties shall mutually work out procedures for such informal processing upon request, but exhaustion of such informal procedures shall not be required as a condition precedent to invoking the grievance procedure, nor shall the participation of teachers or other employees in such informal procedures be deemed to be a supervisory or executive function.

ARTICLE XIX

Reduction in Personnel and  
Annexations and Consolidations of District

A. To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined.

B. Should substantial and unforeseen changes in student population or other conditions make necessary a reduction in the number of teachers employed by the Board, the Board will retain those teachers with valid teaching certificates having the longest service in the district.

C. To effect the above order of layoff, teachers may transfer from a position in one division or department to a position in another division or department in which they are certified and qualified as long as they do not replace a teacher with more years of service.

D. In the event of layoff, the Board shall institute a recall procedure which shall be in inverse order of the above layoff procedure. Any teacher on layoff shall be recalled in inverse order of layoff provided he is certified and qualified for the vacancy. \*

E. Any salary or benefits accrued by a teacher prior to layoff shall not be affected by the layoff.

ARTICLE XX

Miscellaneous Provisions

A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:00 A.M. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

B. No polygraph or lie detector device shall be used in any investigation of any teacher without the consent of the teacher.

C. 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 is considered by the Association and its membership to define acceptable criteria of professional behavior.

D. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to 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.

E. Copies of this Agreement shall be printed at the expense of the Board and Association and presented to all teachers, newly employed or hereafter employed by the Board.

F. 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.

ARTICLE XXI

Duration of Agreement

This Agreement shall be affective as of July 1, 1975 and shall continue in effect for one year through the 30th day of June 1976. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

ORCHARD VIEW BOARD OF EDUCATION

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

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

ORCHARD VIEW CHAPTER OF MICHIGAN EDUCATION ASSOCIATION

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

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

ORCHARD VIEW GRIEVANCE FORM

Grievance Number: \_\_\_\_\_

Date Grievance Filed: \_\_\_\_\_

School Building(s): \_\_\_\_\_

Subject to the provisions of the Master Agreement, I hereby authorize the Association Grievance Committee to process and settle this grievance.

STATEMENT OF THE GRIEVANCE:

REMEDY REQUESTED:

\_\_\_\_\_  
Signature of Association's Designated Representative

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant (use separate sheet for additional signatures if more than one grievant)

PRINCIPAL'S DISPOSITION:

Date of Receipt: \_\_\_\_\_

Granted \_\_\_\_\_ Denied \_\_\_\_\_

Date: \_\_\_\_\_

Comment:

\_\_\_\_\_  
Signature of Principal

ASSOCIATION'S DISPOSITION:

Date: \_\_\_\_\_

Satisfactory \_\_\_\_\_

Unsatisfactory \_\_\_\_\_

\_\_\_\_\_  
Signature of Association's Designated Representative

SUPERINTENDENT'S DISPOSITION:

Date of Receipt: \_\_\_\_\_

Granted \_\_\_\_\_ Denied \_\_\_\_\_

Date: \_\_\_\_\_

Comment: \_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent

ASSOCIATION DISPOSITION:

Date: \_\_\_\_\_

Satisfactory \_\_\_\_\_

Unsatisfactory \_\_\_\_\_

\_\_\_\_\_  
Signature of Association's  
Designated Representative

BOARD'S DISPOSITION:

Date of Receipt: \_\_\_\_\_

Granted \_\_\_\_\_ Denied \_\_\_\_\_

Date: \_\_\_\_\_

Comment: \_\_\_\_\_

\_\_\_\_\_  
Signature of Board Representative