

8-31-74

Sand Creek

1972-73 and 1973-74

MASTER AGREEMENT

between

THE SAND CREEK EDUCATION ASSOCIATION

and

THE SAND CREEK BOARD OF EDUCATION

Sand Creek Community Schools  
Sand Creek, Michigan 49279

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

DURATION OF AGREEMENT

This agreement shall be effective as of the 1st day of September, 1972 and shall continue in effect for the two year term of this agreement until the 31st day of August, 1974.

Thereafter, this agreement shall automatically extend for one (1) full year unless either party notifies the other in accordance with Article II.

This agreement shall not be altered or amended except upon mutual consent of the parties hereto.

The 1972-73 and 1973-74 salary schedules as appended hereto are effective for their respective years, subject to this Master Agreement as controlled by Economic Stabilization Act of 1971 and Presidential Executive Order No. 11615 (wage-price freeze) or any additions, supplements, or amendments thereto.

SAND CREEK COMMUNITY SCHOOLS  
EDUCATION ASSOCIATION

By \_\_\_\_\_

Its President

and

By \_\_\_\_\_

Its Secretary

SAND CREEK COMMUNITY SCHOOLS  
BOARD OF EDUCATION

By \_\_\_\_\_

Its President

and

By \_\_\_\_\_

Its Secretary

PROFESSIONAL EMPLOYMENT CONTRACT

This contract entered into this 1st day of September, 1972 between the Board of Education of the Sand Creek Community School District, hereinafter referred to as the "Board", and the Sand Creek Education Association, hereinafter referred to as the "Association".

ARTICLE I, RECOGNITION

A. The Board hereby recognizes the Sand Creek Education Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965 for all certified teaching personnel, including the athletic director, excluding the guidance director and the Title I guidance director, building principals, superintendent and all other supervisory personnel who are employed in this capacity more than 50% of the teaching day.

Unless otherwise indicated, the term "teacher" as used herein shall refer to all employees in the unit for bargaining as defined above. Reference to male teachers will include female teachers.

B. The Board agrees not to negotiate with any teacher organization other than the Sand Creek Education Association for the duration of this agreement.

C. Regularly employed full-time teachers: A regularly employed full-time teacher is a teacher employed by the board to teach a full teaching schedule as prescribed by the board.

D. Regularly employed part-time teacher: A regularly employed part-time teacher is a teacher employed by the Board to teach not less than two (2) days per week for a period of at least one (1) hour per day, nor more than two (2) teaching hours per day.

E. Regularly employed half-time teacher: A regularly employed half-time teacher shall mean any teacher who shall be employed not less than five (5) days per week and whose daily employment shall be not less than three (3) teaching hours per day. This teacher shall be granted half of all fringe benefits accorded the regular full-time teacher.

## ARTICLE II, NEGOTIATION PROCEDURES

A. While negotiating a master contract representatives of the Board and the Association's negotiation team will establish (1) the time, (2) the place, (3) the dates, and (4) rules governing the negotiation meetings. The Board and the Association will make every attempt to live up to the rules and regulations established.

B. This contract is a two (2) year contract. The following items may be reopened during the life of this contract for negotiations with respect to the second year of the contract only upon determination by the board of education that there are not sufficient funds available to allow the board of education to avoid adoption of a deficit budget. (1) salary schedule, (2) extra pay for extra duty, and (3) fringe benefits.

All other items within this contract shall remain unchanged during the two (2) year term of this agreement and neither party may require the other to reopen negotiations for the purpose of altering or amending same, nor shall either party have the power to require additions to this contract.

The second year salary schedule shall have no force or effect if the board of education must approve a deficit budget to make salary payments pursuant to the same. Upon determination by the board of education that there is not sufficient revenue to implement the salary schedule for the second year, negotiations may be reopened to alter or amend the same pursuant to this negotiations procedure article.

C. The Association and the Board will submit to one another on or before the tenth (10th) day prior to the beginning of negotiations the non-economic and economic packages to be negotiated into the master agreement.

D. Each party shall submit to the other on or before the fifth (5th) day prior to each succeeding negotiations meeting the agenda of the items which they wish to submit to the other for negotiations.

Article II, Negotiation Procedures, continued:

E. The Board and the Association will endeavor to complete negotiations on salaries by July 10th of each year and the Board and the Association will endeavor to complete negotiations on the entire Master Agreement prior to July 10th of each year. Both the Board and the Association pledge to endeavor to meet those deadlines, realizing that prolonged negotiations can destroy sound educational planning and neither party wishes to contribute to unsound educational programs.

F. This agreement shall constitute the full and complete commitments between both parties for a two (2) year period of time and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this agreement, with the exception of paragraph B. above. There shall be three (3) signed copies of the final agreement for the purpose of record; one (1) retained by the Board of Education, one (1) by the Association, and one (1) by the Superintendent of Schools.

G. 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 district. However, should one party feel that it needs to have representation from the outside it will officially notify the other party in writing that outside representation is desired at the next negotiations meeting. The other party has the opportunity to seek outside representation also for the said meeting. Neither party will be required to hold a negotiations meeting once notice has been served by one party that outside representation is desired unless both sides can obtain outside representation for said meeting if it is so desired. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the membership of the Association and by a majority of the Board of Education, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power

Article II, Negotiation Procedures, continued.

and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

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

ARTICLE III, FINANCIAL RESPONSIBILITIES & PAYROLL DEDUCTIONS

A. All teachers as a condition of employment shall either:

1. Sign and deliver to the board an assignment authorizing deduction of membership dues of the Association (including the local Sand Creek Education Association, the Michigan Education Association, and the National Education Association). For those Association members who are officially enrolled on or before the first pay period, dues deductions will be made starting with the second pay period in the fall and ending with the twenty-first (21st) pay,

or

2. Shall pay a Representation Benefit Fee to the Association in an amount equal to the professional dues of the Sand Creek Education Association, the Michigan Education Association, and the National Education Association, providing, however, that the teacher may authorize deductions for such fee in the same manner as provided in the preceding paragraph 1.

B. The Association shall deliver annually to the superintendent and all non-members on or before the thirtieth (30th) day of August a written statement specifying the amount of dues or representation benefit fee.

C. In the event that the contract is not ratified by August 30th of a given year, payroll deductions for either paragraph 1 or 2 under A will begin with the second (2nd) pay period following ten (10) days after ratification for all employees electing membership or the representation benefit fee for the first time.

D. In the event that a teacher shall not sign and deliver to the board dues deduction form or representation benefit fee deduction form within the dates specified above, the said deductions will not be made through the payroll.

E. In the event that a teacher shall not pay his professional dues or representation benefit fee as provided in the preceding paragraphs, the Association may notify the Board that said teacher is not in compliance with this article on

Article III, Financial Responsibilities & Pay roll Deductions, continued:

November 1st of any given year or ten (10) days after ratification of the contract, whichever shall last occur, and shall notify the teacher and provide him with a ten (10) school day grace period in which to officially comply.

F. It is the duty of the Association to fully inform all teaching employees prior to the beginning of the contract year, or not later than the first week of school annually, what their options are concerning this agency shop clause and provide all teachers with the necessary forms and the rates to be charged so that the teacher will have ample time to comply with either paragraph S, subparagraph 1 or 2, of this clause.

G. In the event that neither of the provisions of Paragraph A, 1 or 2, are met, the board, upon receiving a written and signed complaint from the Association indicating the teacher has failed to comply with either condition, shall process said complaint in accordance with the Teacher Tenure Act, the charging party being the Association, if said teacher is a tenure teacher; in the event the teacher is a probationary teacher, the Board shall immediately notify said teacher his services may be discontinued at the end of the then current school year, unless prior to employing a replacement teacher the Board of Education shall receive written notification from the Association and the teacher the dues or non-member's representation benefit fee have been paid in full and that said complaint has been withdrawn. It is expressly understood that in the event the board of education shall hire a replacement teacher to replace a probationary teacher whose services have been discontinued under the terms of this Article, then and in that event, the Association shall not have a right to withdraw said complaint, and if the teacher changes his mind and decides to pay the representation fee after the board has hired a replacement teacher, the teacher on which the complaint has been filed may be precluded from changing his position, it being recognized by the Association and any teacher employed under the terms of this contract that the Board has a reasonable right to proceed to replace a teacher against whom charges have been filed under the terms of this article.

Article III, Financial Responsibilities \$ Payroll Deductions, continued:

H. The Board agrees to deduct from the salaries of teachers dues for the Sand Creek Education Association, the Michigan Education Association, and the National Education Association, or a non-member's representation benefit fee when voluntarily authorized in writing by each teacher desirous of having such dues or fees deducted.

I. Regular dues or non-members representation benefit fee, for any of the above stated organizations, shall be deducted together as one deduction in consecutive installments once ratification takes place. The last installment will be made by the twenty-first (21st) pay period annually.

J. Authorizations for deductions filed with the superintendent shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Such revocation form signed by the teacher should be filed with the Superintendent and the Treasurer of the Association. It is expressly understood that the Superintendent and the Board need honor only one authorization form per year per teacher. The amounts of deductions, as per said written notification, shall not be subject to change during the entire school year. It is expressly understood that the Board is not required to deduct any assessment under the terms of this article.

K. For the purpose of this article, the term "school year" shall include the period beginning with the first teacher working day of school in the fall and to the last teacher working day of school in the spring.

L. Dues and representation benefit fee deductions shall be transmitted by the Superintendent to the Sand Creek Education Association treasurer within ten (10) days after such deductions are made. The Sand Creek Education Association shall be responsible for disbursements of MEA and NEA dues paid to it to the Treasurer of the MEA and Treasurer of the NEA.

Article III, Financial Responsibilities & Payroll Deductions, continued:

M. All refunds claimed for deductions under such dues and fees authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any deduction deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from all claims of excessive deductions.

N. Any dispute between the Sand Creek Education Association and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this Article shall be reviewed with the employee by a representative of the Board. Until the matter is disposed of, no further deductions shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.

O. The Association will save the Board harmless from any and all costs including witnesses and attorney fees or other incidental cost of prosecution or defense of any action claimed by virtue of enforcing the provisions of this Article.

#### ARTICLE IV, BOARD OF EDUCATION POLICIES

A. The written policies of the Board which apply to wages, hours or working conditions shall be a part of this contract and except as they may be superseded by expressed provisions of this contract shall be included herein, but the Board reserves the right to the contrary, to promulgate new policies from time to time as the need arises, but not in conflict with the provisions of this agreement.

B. The employer, on its own behalf and on the behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
2. To hire all employees and subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
3. The board reserves the right to promulgate new policies from time to time as was described in paragraph A of this article and/or to ask staff assistance in developing said policies. Recommendations on new policies and/or changes in existing policy may be made by the teacher through the proper channels, which are the department heads, who will forward the policy recommendations to the building principal. The building principal must have these recommendations in his possession at least three (3) days before he forwards the suggested policy or policy change with his recommendations to the superintendent. The superintendent will present

Article IV, Board of Education Policies, continued:

said policy or policy changes to the board for consideration at the next regularly scheduled board meeting if the proposed policy is received prior to seven (7) calendar days in advance of said board meeting. Otherwise, it will be presented at the succeeding regularly scheduled or special board meeting. The party(ies) interested in the proposed policy will be asked by the principal or superintendent of schools to be present at the board meeting to explain the proposed policy and/or policy changes, or the interested party(ies) may request that he be allowed to present his recommendations on the proposed policy and/or policy changes to the board.

The party or parties interested in the proposed policy statement will contact the superintendent through the proper channels five (5) days after the board meeting at which the policy was presented and will receive official notification in writing as to the status and position of the board on said proposed policy or policy changes.

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

D. All new policies formulated after July 1st of 1972 which affect various departments will be presented to the department heads upon request on or before October 30, 1972.

ARTICLE V, ADDITIONAL BUILDINGS

Those teachers recognized under Article I, employed to teach in any other building built or rented by the Sand Creek Community School District, will be covered by this Master Contract.

ARTICLE VI, SALARY SCHEDULE

The salary schedule marked Schedule A shall be part of the contract.

(See Schedule A) Reference should be made to Article XXII of this contract.

There will be twenty-one (21) or twenty-seven (27) pay periods during 1972-73 and twenty-one (21) or twenty-six (26) pay periods during 1973-74. If a teacher who has elected twenty-six (26) or twenty-seven (27) pay periods, wishes to change to twenty-one (21) pay periods, this person must provide the head bookkeeper by May 1st of that contractual year a written statement indicating that he wishes to have his salary in full on the twenty-first (21st) pay period.

The board of education will not pay professional salaries on any new salary schedule or pay for any additional fringe benefits until the new master agreement is completed. Salaries and fringe benefits will be paid in accordance with the previous contract. Upon ratification, all retroactive salaries and fringe benefits will be paid in a lump sum on the first (1st) or second (2nd) pay period following the ratification of the contract annually.

ARTICLE VII, FRINGE BENEFITS

All fringe benefits agreed upon are appended to and become a part of this contract. ( see Schedule B)

Reference should be made to Article XXII of this contract.

## ARTICLE VIII, WORKING HOURS AND CONDITIONS

### I. Lunch Periods:

The teachers in the Sand Creek Community Schools System will receive a duty free lunch period.

A. The time between morning and afternoon classes will be regarded as kindergarten teacher's preparation and noon released time.

B. All elementary teachers with the exception of kindergarten teachers will be given a duty free lunch period and/or a duty free lunch recess period each day. The Board agrees to provide supervisors for these periods. However, during inclement weather teachers will supervise recreation activities within their own classroom.

### II. Preparation Periods:

The Board agrees to provide programs of art, music or physical education in grades one (1) through four (4) in the Ruth McGregor Elementary School. Teachers of grades one (1) through four (4) in the Jasper Elementary School shall receive a comparable amount of preparation time for the above purpose as is given in the Ruth McGregor Elementary School. During the time in which the foregoing programs are being conducted the teacher may use such time for the following activities: (1) class preparation, (2) counseling, (3) class visitation, and (4) holding conferences. Should a teacher be required to assume teaching duties during his or her preparation time additional remuneration will be made at a regular teacher's hourly substitute rate. (Teacher preparation time is the time that the board frees him while his pupils are having art, music or physical education, whichever can be offered.)

The Kindergarten teacher's preparation time will be included in that time in between her morning and afternoon classes.

The board agrees to provide each secondary teacher with one paid preparation period equal to the class period scheduled.

Article VIII, Working Hours and Conditions, continued:

III. Recess Periods:

Teachers of grades one (1) through six (6) will receive as much of the morning and afternoon student recesses as is possible as preparation time. The board will provide recess supervision during these periods. During inclement weather, as determined by the building principal, teachers will supervise recreational activities within their own classrooms. The building principal will design a schedule giving all teachers as nearly equal released time for preparation as possible.

IV. Leaving the School Premises during Preparation Time:

No teacher shall leave the school premises at any time without permission from the building principal or the principal's secretary.

V. Supervision of Building and Grounds:

Teachers shall supervise the buildings and grounds of their respective schools during their regular hours of employment to the best of their ability. Where there is an anticipated need or an emergency situation the building principal will designate when and where this supervision is to take place. The board recognizes that their first obligation is to their classroom.

VI. Supervision of Extra-Curricular Activities: Teachers responsible for extra-curricular activities which are held after the regular school day will supervise these activities in a responsible manner. Teachers shall be responsible for seeing that proper discipline prevails in the school building and on a pupil-activity bus at all times.

VII. Bus Supervision: Teachers chaperoning student activities requiring buses will assist the bus driver in maintaining proper discipline on the buses.

Article VIII, Working Hours and Conditions, continued:

VIII. Spectator Activities:

Teachers hereby agree to assist the school administration when requested at spectator activities if assistance is needed for the safety of the spectators at these functions.

IX. Written Report of Incidents:

If an incident occurs, the teacher or teachers shall at the first opportunity file a written report of the incident with the principal of that building so that the principal will be informed of the particulars of the incident.

## ARTICLE IX, SCHOOL DAY

I. Full-Time Teachers: Teachers shall be in their respective classrooms not later than fifteen (15) minutes prior to the beginning of school and shall leave not less than fifteen (15) minutes after school is ended, except when students, parents, other teachers, the building principal and/or the superintendent request conferences and/or meetings. Teachers shall not arrive later than twenty (20) minutes before school begins and shall not leave earlier than fifteen (15) minutes after school ends or until the students have left the building, whichever comes last, unless special permission has been granted by building principals.

An eight hour day which includes the lunch hour and preparation period will be considered the maximum teaching day except when faculty meetings are held. The maximum time spent at the school on faculty meeting days shall be no longer than nine and one-fourth ( $9\frac{1}{4}$ ) hours. Teachers may leave school on Fridays and the day preceding a holiday when classes have been dismissed and buses have left the respective buildings.

II. Regularly Employed Part-Time Teachers: The part-time teacher's work load will be determined by the school administration. Part-time teachers shall be in their respective classrooms not later than fifteen (15) minutes prior to the beginning of the teacher's first class and shall leave not less than fifteen (15) minutes after the teacher's last class ends, except when students, parents, other teachers, the building principal and/or the superintendent request conferences and/or meetings. Part-time teachers shall not arrive later than twenty (20) minutes before the teacher's first class begins nor leave earlier than fifteen (15) minutes after the teacher's last class ends, unless special permission has been granted by the building principal. For those teachers whose classes end at the end of the regular school day, their schedule will comply with the full-time teacher's schedule concerning departure from the building. Reimbursement shall be based on the fraction of the school day that a part-time teacher is contracted to work.

Article IX, School Day, continued:

III. Regularly Employed Half-Time Teachers:—Half-time teachers shall be in their respective classrooms not later than fifteen (15) minutes prior to the beginning of the teacher's first class and shall leave not less than fifteen (15) minutes after the teacher's last class ends, except when students, parents, other teachers, the building principal and/or the superintendent request conferences and/or meetings. Half-time teachers shall not arrive later than twenty (20) minutes before the teacher's first class begins nor leave earlier than fifteen (15) minutes after the teacher's last class ends, unless special permission has been granted by the building principal. For those teachers whose classes end at the end of the regular school day their schedule will comply with the full-time teacher's schedule concerning departure from the building. Reimbursement shall be based on the fraction of the school day that a part-time teacher is contracted to work.

IV. Tardiness Discipline: Teachers shall be at their respective teaching station as outlined in the master contract and administrative handbook. It is recognized by the Association that it is part of the professional responsibility of a teacher to be at his assigned duty station on time and that failure to do so is just cause for discipline and for repeated violations, discharge. Accordingly, a teacher who is not in attendance at his prescribed teaching station at the time specified on the teacher's schedule will be issued a written reprimand, unless excused by a supervisor, a copy of which will be placed in the teacher's personnel file and a copy forwarded to the Association. After a teacher has received two (2) written reprimands he shall be subject to a deduction from his next regularly scheduled paycheck of an amount equal to one (1) hour of pay to be computed at his daily rate of his annual contractual salary.

## ARTICLE X, SCHOOL CALENDAR

Because a sound school calendar is important to a sound educational program, the Association and Board agree to accept a common school calendar that is officially approved by the Intermediate School Office annually, starting with the 1972-73 school year. The Board and the Association, however, reserve the right to negotiate days not in session for the specific purpose of holding Parent-Teacher Conferences.

Individual teaching contracts will be issued for 184 days for the 1972-73 school year and as prescribed by the intermediate school calendar for the 1973-74 school year. Four (4) of these days in the 1972-73 school year shall be used for (1) inservice training programs, (2) teachers meetings, (3) school visitations, (4) curriculum improvement and other such activities as approved by the Superintendent and/or Board. The 1973-74 days set aside for the above purposes will be determined once the intermediate school calendar for that year is known. Teachers shall remain in the building on the official testing and clerical days for the regular teaching hours which have been determined by the Board and the administration.

Should local conditions necessitate a variation from the established calendar to meet the new state code 180 day, 900 or 990 hour requirement, the Board reserves the right to expand the school calendar to achieve the 180 days of student instruction and 900 or 990 hours of classroom instruction in accordance with the requirement of the school code for the purpose of receiving maximum state aid. Should the Board be forced to reduce its school program as the result of insufficient revenue, teachers will only be paid for the number of days that they actually work and this includes inservice training days, teachers meetings, school visitation programs, curriculum improvement programs and educational programs authorized by the Board.

## ARTICLE XI, CHANGES IN WORK ASSIGNMENT

A. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principal as soon as practicable and preferably by July 15th. Every effort will be made to avoid reassignment of probationary teachers to different grade levels unless the teacher requests such a change.

B. The teacher's normal teaching hours in the elementary and secondary schools shall be planned by the school administration. Recommendations may come from the local association. The board and administration retain the right to make the final decision.

C. The normal weekly teaching load in the elementary and secondary school shall be planned by the school administration. Recommendations may come from the local association. The board and administration shall make the final decision.

D. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered whenever possible. The following class sizes are recommended as approaching the ideal in the elementary school by the Michigan Education Association:

- |                             |           |
|-----------------------------|-----------|
| (1) Kindergarten            | 25 pupils |
| (2) Lower Elementary Grades | 25 pupils |
| (3) Upper Elementary Grades | 30 pupils |

(If there is grouping in the elementary grades, the lower groups should contain fewer students.)

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|----------------------|--|
| (4) Resource Classes | 15 pupils at any one time<br>25 pupils maximum enrolled. |
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The maximum recommended class size per teacher in the secondary schools is as follows:

- |  |           |
|--|-----------|
| (1) English, Social Studies, Science<br>Language, Business | 25 pupils |
| (2) Typing   | 40 pupils |
| (3) Industrial Arts  | 20 pupils |
| (4) Drafting, Arts and Crafts                              | 30 pupils |

Article XI, Changes in Work Assignment, continued:

(5) Homemaking	20 pupils
(6) Music (vocal)	35 pupils
(7) Health Education	40 pupils

The Board agrees to consult regularly with the Association in regard to class size, but class size will be determined by the Administration.

ARTICLE XII, MEDIATION AND GRIEVANCE

A. A grievance shall be an alleged violation of the ~~expressed terms~~ of this contract (or written board policy).

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article.

1. The termination of services or failure to re-employ any probationary teacher.

2. The placing of a non-tenure teacher on a third year of probation.

It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).

B. The Association shall designate two representatives for the elementary teachers and two representatives for the secondary teachers to handle grievances when requested by the grievant. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the superintendent or his designated representative to act at Level Two as hereinafter described.

C. The term "days" as used herein shall mean days in which school is in session.

D. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants;
2. It shall be specific;
3. It shall contain a synopsis of the facts giving rise to the alleged violation;
4. It shall cite the section or subsections of this contract (or the written board policy) alleged to have been violated;
5. It shall contain the date of the alleged violation;
6. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

Article XII, Mediation and Grievance, continued:

E. Level One. A teacher believing himself wronged by an alleged violation of the express provisions of this contract (or written board policy) shall within five (5) days of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve same. If no resolution is obtained within five (5) days of the discussion, the teacher shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

Level Two - A copy of the written grievance shall be filed with the superintendent or his designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the association. Within ten (10) days of receipt of the grievance, the superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated association representative at the option of the grievant to discuss the grievance. Within five (5) days of the discussion the superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the principal of the building in which the grievance arose, and place a copy of same in a permanent file in his office.

If no decision is rendered within ten (10) days of the discussion, or the decision is unsatisfactory to the grievant and the association, the grievant may appeal same to the board of education by filing a written grievance along with the decision of the superintendent with the officer of the board in charge of drawing up the agenda for the board's meeting not less than seven (7) days prior to the next regularly scheduled board meeting.

Level Three - Upon proper application as specified in Level Two, the Board shall allow the teacher or his association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within five (5) weeks from the hearing of the grievance, the board shall render its decision in writing. The Board may hold future hearings thereon, may designate one or more

Article XII, Mediation and Grievance, continued:

of its members to hold future hearings therein ~~or otherwise investigate~~ the grievance, provided, however, that in no event except with express written consent of the Association shall final determination of the grievance be made by the Board more than five (5) weeks after the initial hearing.

A copy of the written decision of the Board shall be forwarded to the superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant, and the secretary of the Association.

Level Four - Individual teachers shall not have the right to process a grievance at Level Four.

1. If the decision of the Board is unsatisfactory to the Association and the teacher, they may proceed to appeal the decision by notifying the Board as outlined under Article XII, Paragraph D., and within seven (7) calendar days after the Board's receipt of notification of the Association's desire to arbitrate, the Board and the Association will name their representatives as follows:

- a. The President of the Association or Grievance Chairman shall appoint one member from the Grievance Committee.
- b. The President of the Board shall appoint one member from the Board which may include himself.
- c. These two people shall select an impartial resident of the county as a third member. This person shall serve as the chairman of the panel.
- d. If the two appointees cannot agree as to the arbitrator within seven (7) calendar days of the notification date that arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings. The Board and the Association shall not be permitted to assert in any such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party.

2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a pre-hearing statement alleging facts, grounds, and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.

Article XII, Mediation and Grievance, continued:

3. In the event the grievance is not settled prior to the hearing, the grievance may be tried before the arbitrator whose decision shall be binding upon both parties who agree that a judgment thereon may be entered in any court of competent jurisdiction.
  4. Notwithstanding the foregoing, the arbitrator shall not have the power to add to, modify, alter or amend, or subtract from the terms of this agreement. He shall not hear any grievance previously barred from the scope of the grievance procedure, nor shall he question the reasonableness of board policy, nor annul assignments of extra duties for extra pay as outlined in Schedule B, Article XXII.  
  
If any grievance award shall include back pay, his award shall not extend more than thirty days prior to the date of the Level One Conference.
  5. The costs of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation.
- F. Should a teacher fail to institute or appeal a decision within the time limits specified, or leave the employ of the board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of his employment) shall be barred.
- G. The Association shall have no right to initiate the grievance involving the right of a teacher or group of teachers without his or their express approval in writing thereon.
- H. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating association representative are to be at their assigned duty stations.

ARTICLE XIII, AUTHORIZED ABSENCES AND LEAVES

A. ~~Should a teacher be granted~~ a leave of absence by the Board of Education for any reason for a given period of time, said teacher shall be entitled to return to the school system upon the expiration of said leave upon filing with the superintendent a written statement indicating that said teacher wishes to return and providing a vacancy for which said teacher is qualified exists and said vacancy is not presently filled by a tenure teacher.

B. Sick Leave: Teachers shall be allowed sick leave at the rate of ten (10) days per year, accumulative to ninety (90) days in the 1972-73 school year and to one hundred (100) days in the 1973-74 school year. Teachers leaving their building because of illness during any one of the first three class periods of a given day shall have one (1) full day's sick leave deducted from their accumulated days. Teachers leaving their building because of illness during any one of the last three periods of a given day shall have one-half ( $\frac{1}{2}$ ) of a day's sick leave deducted from their accumulated days. The Board shall furnish each teacher with a written statement by the second pay period in September annually setting forth the total sick leave credit to date. Borrowing in advance accumulated sick leave days shall not be permitted except that a teacher shall be allowed to use ten (10) days of sick leave in the current school year from the first day of school starting after the payment of the first pay period in September. Should a teacher leave the employ of the Board during the school year without sufficient accumulation of sick days as hereinabove specified, a prorated deduction shall be made from his last pay check(s) for any deficiency thereof.

Employees may use sick leave, upon approval of the Board of Education, superintendent and/or building principal for reasons set forth below:

1. Personal illness or injury. When the severity of the illness or the injury makes it ill-advised for the employee to work.
2. Exposure to contagious disease. Following the exposure to a contagious disease which could be communicated to the students or other employees. In this situation it is mandatory to file with the superintendent

Article XIII, Authorized Absences & Leaves, continued:

a statement signed by the physician in charge.

3. Emergency doctor, dental or clinic appointments will be granted providing the doctor will furnish proof in writing that to wait for a regular appointment which could be scheduled after school hours or on Saturday would prove to be injurious to the teacher's health.
4. Illness or death in the immediate family: Not to exceed five (5) days for any death in the immediate family, defined as: spouse, son, daughter, mother, father. Three (3) days for the following: brother, sister, grandparents, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, aunt, uncle, aunt-in-law, uncle-in-law, nephew, niece. These days shall be charged against accumulated sick leave.
5. All cases of absence due to illness, injury or death in the immediate family beyond the ninety day maximum in 1972-73 or the one-hundred day maximum will be considered by the Board as each separate case arises. See E. Medical Leave of Absence, paragraphs 1 and 2.
6. The Board of Education may allow or disallow at their discretion any time claimed as sick leave by employees.
7. All half-time contracted employees shall receive sick leave proportionately.
- C. Personal Days: Two personal days noncumulative shall be allowed per year with no excuse needed. These days, if used, shall be deducted from the total sick leave accumulated by this teacher.

Requests for a personal day must be submitted in writing to the building principal forty-eight (48) hours in advance unless an emergency situation develops.

A teacher may not use a personal day prior to the beginning of a vacation nor on the first day at the conclusion of a vacation without obtaining approval from the building principal.

Article XIII, Authorized Absences and Leaves, continued:

All half-time contracted employees shall receive personal business days proportionately.

D. Association Leave: The Board shall provide up to a total of ten (10) days per year without pay for the collective use by Association officers for Association business. Application for use of these days shall be made in writing ten (10) days in advance and will be granted providing a substitute teacher can be retained for the duration of said request. No deduction from the individual's leave day accumulation shall be made for days so granted. It is understood that the only expense to the Board is the employment of substitute teachers.

E. Medical Leave of Absence:

1. In order to promote continuity in the pupil-teacher relationship, the Board may place a teacher upon leave of absence without pay and fringe benefits for a period of not to exceed one year (1) in the event that a teacher is absent in excess of ten (10) teaching days more than the individual's accumulated sick leave time. Any tenure teacher so placed upon leave shall have the right to a hearing in accordance with Article IV, Section 4 of the Tenure Act.

2. Any teacher whose personal illness extends beyond the period compensated under Board policy for sick leave may, upon written application to the Board at least seven (7) days in advance of the next regularly scheduled meeting, in the sole discretion of the Board, be granted a leave of absence without pay for a period of not to exceed one year (1) renewable at the discretion of the Board.

3. In the event a teacher is placed upon leave of absence in accordance with paragraph D or E, subparagraphs 1 and 2 hereof, he shall seventy (70) days prior to the closing of school notify the superintendent that he wishes to return to the school system, and on or before July 1st of the given school

Article XIII, Authorized Absences and Leaves:

year, upon returning to the school system, present to the Board a certificate from a certified licensed doctor (M.D.) stating that he is physically capable of performing the teaching duties required of him. All leaves of absence shall be in the sole discretion of the Board of Education.

4. Upon recommendation of the superintendent for good cause shown, the Board reserves the right to require a teacher to submit to a physical examination by doctors licensed to practice medicine in the State of Michigan or the State of Ohio. The Board reserves the right to select said physicians if they request a physical examination. The result of said examination shall be transmitted to the Board as soon as the diagnostic report can be filed with the superintendent. All information concerning said teacher shall be kept confidential upon the request of this person, except when said report(s) are needed for legal purposes. In the event a regular teacher employed by the system is requested to take a physical examination, the cost will be borne by the Board.

5. The Association recognizes that a teacher who fails to comply with the provisions of this Article may be subject to revocation of a leave of absence or denial of application therefor, or disciplinary action on the part of the Board up to and including dismissal.

F. Mini Leave: In order to promote continuity in teacher pupil relationship, the Board may grant a teacher a mini leave of absence without pay and fringe benefits, providing said teacher makes a request in writing to the superintendent of schools through the building principal. The leave of absence can be granted upon the completion of the ongoing marking period. Said teacher will return at the conclusion of said leave, which will coincide with the end of a marking period. The Board of Education may require said teacher to furnish a statement from a certified licensed physician (M.D.) that he is physically capable of assuming his teaching duties. If an extension of time is needed an extension can be obtained,

Article XIII, Authorized Absences and Leaves, continued:

providing it coincides with the conclusion of a marking-period. The Board of Education reserves the right in its sole discretion to approve extensions of leaves or accelerated termination of the leave of absence on the basis of each individual case.

Failure to comply with any of the above provisions shall be conclusively deemed resignation.

G. Miscellaneous Leaves:

1. Jury Leave: A teacher called involuntarily for jury duty during school hours or who is subpoenaed by the court system to testify during school hours in any judicial matter shall be compensated for the difference between his teaching pay and the pay received for the performance of such obligation.
2. Selective Service Physical Examination: Full reimbursement will be granted to any male or female who is required to take a physical examination offered by the United States Government.
3. All absences authorized by the school administration will receive full reimbursement.
4. Other absences: Absences other than those described above will not be allowed with pay. A deduction will be made for each day of absence at the daily rate of the teacher's annual contractual salary.

#### ARTICLE XIV, MISCELLANEOUS PROVISIONS

- A. The Board agrees that it will try to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they must call before 7:00 a.m. to report unavailability to work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher, providing one is available.
- B. In any situation where a substitute is not available and a classroom teacher is required to utilize any preparation or other period during which he does not have teaching duties he shall receive, in addition to his regular salary, reimbursement as provided under Article XXII, Schedule B, for such period. It is understood that in the emergency situation pending the arrival of a substitute teacher or regular classroom teacher, the classroom teacher may voluntarily assist the building administrator during a period in which he has no teaching duty. In such circumstances the teacher will not be paid for such assistance.
- C. The Association shall be informed whenever possible by the Board of fiscal, budgetary and tax programs affecting the district.
- D. The Association, the school administration, and the Board of Education shall deal with ethical problems arising under the code of ethics of each of their respective organizations.
- E. Each teacher and the school administrators will act as true professionals while working for and representing the Sand Creek Community Schools. The Sand Creek Education Association will encourage attendance by all teachers at major school functions such as athletic events, PTA programs, programs of school and community interest, plays, science fairs, graduation, or any other program which will foster a good relationship within the community. Professional attendance clearly indicates to the public that the teachers are keenly interested in the promotion and execution of a good school program.

Article XIV, Miscellaneous Provisions, continued:

F. All teachers must be present for the entire duration of Parent-Teacher Conferences. Excuses will only be accepted in case of severe illness, substantiated by a doctor's certificate stating the nature of the illness, or death in the immediate family as defined under Article XIII, Section B-4. Parent-Teacher Conferences are to acquaint the parents better with the total school program and to acquaint the teacher better with the home environment in which the child lives so that both teacher and parent can better understand the pupil and can strive to improve the program to meet the pupil's needs.

All teachers will be required to notify parents that a parent-teacher conference is requested if the youngster is doing D or E work and the teacher feels that the youngster is capable of doing C work or better. High School teachers will mark the grade cards and use the appropriate comment chart made available on the report card at each marking period.

G. This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual contracts shall be made expressly subject to the terms of this agreement.

H. If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall be deemed invalid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

I. Copies of this agreement shall be typed by the Board's office personnel. The stencils will be proof read and mutually agreed upon by the Board's representative and the SCEA representatives before the stencils are run. The cost of said materials will be borne by the Board. The Association will be responsible for assembling the contract. The new contract will be produced as soon as possible after final negotiations have been completed.

Article XIV, Miscellaneous Provisions, continued:

J. All expenses for inservice training, teachers meetings, school visitations, curriculum improvements and educational conferences requested by the administration will be borne by the Board. Should driving for school visitations be necessary, each driver will be reimbursed at the rate established by the Board. It is expressly understood that this reimbursement shall in no way be construed to be a lease of a teacher's vehicle.

K. The Board agrees to reimburse all or part of the expenses of teachers who request in writing to attend conferences, clinics, workshops, seminars, etc. when such request is approved by the principal and the superintendent. Requests to attend are to be made at least ten (10) school days prior to the conference and are limited by substitute and conference funds available and number of requests received. It is expressly understood that this reimbursement shall in no way be construed to be a lease of a teacher's vehicle.

L. Reimbursement of expenses of teachers attending conferences, clinics, workshops, seminars, etc. pertaining to extra-curricular organizations are to be paid by the said organization. No reimbursement will be given by the Board of Education to school or non-school personnel unless authorization has been granted prior to said conference by the building principal. It is expressly understood that this reimbursement shall in no way be construed to be a lease of a teacher's vehicle.

M. The policy making functions of the Board as set forth by law cannot be delegated or abrogated.

N. Both the Board and the Association disavow all illegal collective bargaining.

O. The Board of Education may retire teachers that reach age 65 prior to July 1st of any given year. Should the board wish to retain a teacher who has reached age 65 it may do so. Teachers, however, may request employment after age 65 and the request will be given consideration on the basis of the health of that teacher.

A teacher asking employment after age 65 will have to place a written request with

Article XIV, Miscellaneous Provisions, continued:

the Board of Education prior to the beginning of the second semester of the preceding year. They will be held responsible for getting from their family physician (M.D.) a written statement pertaining to their physical fitness. This will necessitate an examination which the teacher will be obligated to pay for himself.

1. Any employee desiring to begin a new school year following his/her 65th birthday may petition the Board in writing at the beginning of the second semester of the preceding year. Such employee may continue to be employed on a year to year basis with majority consent of the Board of Education.
2. Any employee may be asked by the Board of Education to retire at the end of any school year following his/her 62nd birthday.

ARTICLE XV., INSURANCE PROTECTION

I. Teachers are covered to the extent that the present Workmen's Compensation Policy states.

II. Insurance Benefits for the two years of the contract will be as follows:

For the 1972-73 school year all full time employees will receive up to \$32.50 per month or \$390.00 per year for MEA or Blue Cross-Blue Shield hospital and surgical insurance, or a maximum amount of \$16.25 per month may apply to a loss of time benefit or life insurance plan from the above named insurance companies.

For the 1973-74 school year all full time employees will receive full family insurance from the above companies, or a maximum of \$20.00 per month may apply to loss of time benefit or life insurance plan from the above named companies;

Providing that in both years said MEA or Blue Cross-Blue Shield insurance is available to all members of the bargaining unit whether they are members of the Sand Creek Education Association or not. It is expressly understood that this does not include substitute teachers and that half-year and half-time teachers will receive half the amount of paid insurance. It is also expressly understood that the teachers participating in this program will make up any difference in the total premium that exceeds the amounts specified herein, and may upon written authorization have said difference in said premium deducted from their pay check.

It is further expressly understood that the Board shall not be obligated to pay directly to the teacher any benefits under paragraph II above or to provide premiums for other insurance policies, it being the sole intent and purpose of this clause to obligate the board not to exceed the amount above specified for premiums for participating teachers only in the MEA or Blue Cross-Blue Shield insurance plans.

ARTICLE XVI, PAYROLL DEDUCTIONS

I. Deduction of Education Association Dues:

A. The Board agrees to deduct from the salaries of teachers dues for the Sand Creek Education Association and the Michigan Education Association when voluntarily authorized in writing by each teacher desirous of havng such dues deducted.

B. Regular dues from any or all of the above stated organizations shall be deducted together, as one deduction, in twenty (20) equal deductions.

C. Dues authorizations filed with the superintendent for teachers contracted for a full year's employment, shall become effective commencing with the second pay period in September, providing all proper authorization forms have been completed ten (10) working days prior to the second (2nd) pay period in September.

D. Dues authorizations filed annually with the superintendent shall continue in effect until a revocation form in writing and signed by the teacher is filed with the superintendent of schools and the treasurer of the Association. Dues deduction authorizations filed in previous years remain in effect until revoked in writing. It is expressly understood that the superintendent and the Board need honor only one education association dues deduction form per year.

E. The Association shall, if the information has been made available by the Association, local, state and national, on or before the thirtieth (30) day of August each year give written notification to the Superintendent of the amount of its dues and those of the Michigan Education Association and National Education Association, which dues are to be deducted in the coming school year under such dues authorizations. The amounts of deductions for these dues, as per said written notification, shall not be subject to change during the entire school year. It is expressly understood that the Board is not required to deduct any assessments under the terms of this article. The names of the president, secretary and treasurer of the Sand Creek Education Association shall be furnished to all of the teaching employees and school administrators annually.

Article XVI, Pay Roll Deductions, continued:

F. For the purposes of this Article, the term "school year" shall include the period beginning with the first teacher working day of school in the fall to the last teacher working day of school in the spring.

G. Dues deductions shall be transmitted by the Superintendent to the Sand Creek Education Association Treasurer within five (5) days after such deductions are made. The Sand Creek Education Association Treasurer shall be responsible for disbursement of Michigan Education Association dues and National Education Association dues paid to it to the treasurer of that organization.

H. Official education dues deduction forms must be properly filled out and returned to the Superintendent's bookkeeper according to Section C and D hereof. The education dues deduction form can be obtained from the Secretary of the Sand Creek Education Association.

I. All refunds claimed for dues of the Sand Creek Education Association, the Michigan Education Association and the National Education Association under such dues deduction authorization shall lie solely with the Association. The Sand Creek Education Association agrees to hold the Board harmless from all claims of excessive dues deductions.

J. Any dispute between the Sand Creek Education Association and the Board which may arise as to whether or not the employee properly executed or properly revoked an authorization card pursuant to this Article shall be reviewed with the employee by a representative of the Board. Until the matter is disposed of no further deductions shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.

K. The Association will protect and save harmless the Board from any or all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purposes of complying with this Article.

Article XVI, Payroll Deductions, continued:

II. Medical Insurance:

The Board of Education agrees to pay \$390.00 worth of medical insurance for the 1972-73 school year, or up to \$16.25 per month may apply to a loss of time benefit or life insurance program. Full family insurance will be provided for the 1973-74 school year, or up to \$20.00 per month may apply to a loss of time benefit or life insurance program. Half-year and half-time teachers will receive one-half the insurance benefits. Part-time teachers and substitute teachers will not receive paid insurance. (See Article XV, Insurance Protection)

The Board agrees to deduct from the salary of teachers the amount that exceeds the insurance benefit provided for the given year.

A. Official medical insurance premium deduction forms must be properly filled out and returned to the superintendent's bookkeeper. These official insurance deduction forms can be obtained from the superintendent's bookkeeper. New employees should obtain these forms within the first week of school and return them the following Monday properly filled out. Any insurance deduction authorization forms that are in effect will remain in effect from year to year unless the teacher elects to change his insurance. If he elects to change his insurance deduction authorization form must be returned to the superintendent's bookkeeper by the Monday following the first week of school. Exceptions to this ruling are as follows: Additions and deletions may be made in cases of birth or death, etc. as they occur.

B. Any dispute between the Sand Creek Education Association and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this Article shall be reviewed with the employee by a representative of the Board. Until the matter is disposed of no further deductions shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.

Article XVI, Pay roll Deductions, continued:

C. The Association will protect and save harmless the Board from any or all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with this article.

III. Lencoed Credit Union:

The Board of Education agrees to deduct from the salaries of teachers revenue installments to be paid to the Lencoed Credit Union when voluntarily authorized in writing by each teacher who wishes such deduction.

A. The Lencoed Credit Union will provide the forms authorizing such deductions. The official credit union deductions forms must be properly filled out and returned to the superintendent's bookkeeper. Any changes in the amount to be deducted can only be done on a quarterly basis. Quarters fall on January 1, April 1, July 1 and October 1. Requests for changes must be made fifteen (15) days before each quarter. Deductions will start the first payroll period and will be made in equal consecutive biweekly installments. Lencoed Credit Union deduction authorization forms filed in previous years remain in effect until revoked in writing by the said teachers, according to the paragraph below. Revocation forms can be obtained from the Lencoed Credit Union.

The Lencoed Credit Union deduction authorizations filed annually with the superintendent shall continue in effect until a revocation form in writing and signed by the teacher is filed with the Superintendent and the treasurer of the Lencoed Credit Union.

B. Any dispute between the Sand Creek Education Association, the Lencoed Credit Union and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this Article shall be reviewed with the employee by a representative of the Board. Until the matter is disposed of no further deductions shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.

Article XVI, Payroll Deductions, continued:

C. The Association will protect and save harmless the Board from any or all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purposes of complying with this Article.

IV. Tax Sheltered Annuities:

A. The Board of Education agrees to deduct from the salaries of teachers premiums for tax sheltered annuities with Farm Bureau Insurance Company, Midland Mutual Insurance Company, Metropolitan Life Insurance Company, and the Michigan Education Insurance Company when voluntarily authorized in writing by each teacher wishing such deductions. Regular premiums will be deducted in bi-weekly equal installments.

B. Official tax sheltered annuity premium deductions forms must be properly filled out and returned to the superintendent's bookkeeper according to the above clause. These official insurance premium deductions forms can be obtained from the insurance representative. The premium deduction authorization forms filed annually with the superintendent shall continue in effect until a revocation form in writing and signed by the teacher is filed with the superintendent and the insurance company. Revocation forms are available from the insurance representative.

C. Any dispute between the above mentioned insurance companies and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this Article shall be reviewed with the employee by a representative of the Board. Until the matter is disposed of no further deductions shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.

D. The Association will protect and save harmless the Board from any or all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purposes of complying with this Article.

## ARTICLE XVII, TEACHER EVALUATION

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

A. The performance of all probationary teachers shall be evaluated in writing at least twice a year. Additional evaluations of probationary teachers may be conducted by the principal, assistant principal or superintendent whenever the principal deems it necessary. The last evaluation shall be made not later than seventy (70) days prior to the end of the school year. One copy of each evaluation will be provided to the teacher and one copy of each evaluation will be placed in the teacher's personnel file. If a report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit further information to the superintendent by attaching his remarks to the principal's evaluation sheet. This information will become part of the teacher's personnel file.

Conferences will be held pertaining to the evaluation of a probationary teacher by the evaluator. The principal will request a conference as soon as possible after the evaluation takes place.

B. Teachers granted tenure by the Board of Education will be notified in writing as soon as possible and no later than five (5) days after the meeting at which recommendations concerning the status of probationary teachers regarding tenure have been presented to the Board. Those not attaining tenure status will also be notified as outlined above with reasons why the Board of Education failed to grant tenure and the Board or its delegated representative will advise the teacher of his full rights under the tenure law.

In any grievance or tenure proceeding, any evaluation and responses from teachers being evaluated shall be admissible.

Article XVII, Teacher Evaluation, continued:

Recommendations concerning the status of probationary teachers will be made to the Board of Education at the last regularly scheduled meeting prior to sixty (60) days before school ends, or at a special meeting called for this purpose. Should the school administrators feel that the services of the teacher should be terminated, sufficient evaluations will have been conducted prior to the sixty (60) day notification deadline as provided in the Tenure Act 38.83, Section 3.

Tenure teachers will be visited in their classrooms at least once a year by the assistant principal, building principal and/or superintendent. Written report will be filed with the teacher with a copy for the teacher's personnel file. The teacher is invited to have a formal or informal conference with the supervisor evaluating his classroom performance. The teacher may request this supervisor or another supervisor to visit his room more than once a year for evaluating purposes. If a report contains any information not previously made known to and discussed with the teacher, the teacher shall have an opportunity to submit further information to the superintendent by attaching his remarks to the principal's evaluation sheet. This information will become part of the teacher's personnel file.

C. Teachers whose services are being considered for termination under the provisions of the Tenure Act shall receive a letter of notification and a statement of charges from the superintendent of schools and be advised of their rights under the Tenure Act for a hearing and appeal. Teachers who are so notified may be suspended without pay pending a final hearing by the Board of Education as provided in the Tenure Act. Should a teacher be proved to be unjustly suspended he will be reimbursed according to the number of days that he was suspended. Rate of reimbursement will be determined at the daily rate of the complete contractual salary of said teacher.

## ARTICLE XVIII, PERSONNEL FILE

Each teacher will have a personnel file in the superintendent's office. It is the teacher's responsibility to see that the following information is provided to the superintendent of schools for this file: Copies of all teaching certificates held, up-to-date transcripts of academic records, credentials of his professional performance up to the date of employment in the Sand Creek Community School System. When these copies are made the originals will be initialed by the superintendent of schools and/or his personal secretary. Should a copy of any one of the above described documents become lost the teacher will not be penalized for its loss providing his original copy has been initialed by the superintendent and/or his personal secretary.

Once hired it is the responsibility of the teacher to see that he continues to be properly certified and meets all qualifications of his position. Should an emergency arise where a special certificate is needed and the State Department refuses to grant a special certificate, said teacher's individual contract with the district will automatically be terminated.

The teacher may upon request to the superintendent and in his presence see copies of his transcripts, teaching certificates, and evaluations which have been made by his immediate superiors in the Sand Creek Community Schools. All other information is considered confidential and is not for personal review.

No information will be withdrawn from the file without the consent of the superintendent of schools.

Recommendations for job advancement within the school system or outside the school system will be made when requested by the institution considering the teacher's promotion or employment.

A separate file will be maintained for all school personnel for the filing of the annual TB reports and medical records, if needed for continued employment, for the inspection of the Health Department and for Board of Education information. These records will be considered confidential.

ARTICLE XIX, NO STRIKE CLAUSE WITH PENALTY PROVISIONS

The Association recognizes that strikes, as defined by Section 1 of Public Act 336 of 1947 of Michigan, as amended, by teachers, are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement it will not direct, instigate, participate in, encourage or support any strike against the Board by any teacher or group of teachers.

Further, it is agreed that in the event a strike or sanction is imposed against the Board of Education during the life of this contract, that its president and the chairman of its negotiating team will, within twenty-four (24) hours after the commencement of said strike or sanction, publicly by means of radio, television or publications circulated within the district, denounce said strike or sanction as contrary not only to this Agreement, but the law and public policy of the State of Michigan and publicly state as aforesaid that it is not in keeping with the high standards of the profession of teaching. That in the event said strike or sanction continues for more than twenty-four (24) hours, it is hereby agreed that the Board of Education may obtain a judgment in a court of competent jurisdiction, the sum of not less than 1/45th of the then current State Aid, as stipulated damages to be levied against the Association and its members jointly and severally for each day that the strike thereafter continues.

ARTICLE XX, LAYOFF PROCEDURE

A. SENIORITY: New employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act.

B. The term seniority as hereinafter used shall be length of continuous service with the Sand Creek Board of Education.

Leaves of absence granted pursuant to this contract shall not constitute an interruption in continuous service. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority, but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act.

C. Seniority within the school system shall be determined by using the following criteria:

1. Certification as approved by the Department of Education of the State of Michigan.
2. Length of Service in the Sand Creek Community Schools.
3. Professional qualifications.
4. Evaluation ratings of the last three (3) years.

D. Any teacher who is granted tenure shall have seniority from the last date of hire. Probationary teachers shall not have seniority.

E. Necessary reduction of Personnel - LAYOFF: The parties hereto, realizing that education, curriculum and staff to a large degree depend upon the economic facilities available to the board of education as provided by the public and the State of Michigan, and in accordance with this realization understand that in some instances it may be economically necessary to reduce the educational program, curriculum and staff when funds are not available, hereby agree as follows:

1. It is hereby specifically recognized that it is within the sole discretion of the board of education to reduce the educational program and curriculum.
2. In order to promote an orderly reduction in personnel when the educational program and curriculum is curtailed, the following procedure will be used:

Article XX, Layoff Procedures, continued:

- (a) All teachers who are sixty-five (65) years old or older will be laid off first.
- (b) Secondly, probationary teachers will be laid off first where any teacher who has acquired any seniority and whose position has been curtailed is certified and qualified to perform the services of the probationary teacher.
- (c) In the event seniority teachers must be laid off, layoff will be on the basis of seniority as established hereinbefore within classification as well as knowledge, skill and efficiency on the job and physical fitness.
- (d) Seniority teachers shall be recalled for new positions opening for which they are certified and qualified in inverse order of layoff. Any person presently acting in an administrative capacity in this school system who is certified and qualified to teach shall be entitled to return to the classroom as a teacher and is deemed to have seniority with tenure status according to his total years of experience as a teacher and administrator in the school system for the purposes of personnel reduction.

ARTICLE XXI, STUDENT DISCIPLINE AND TEACHER PROTECTION

A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance and control of discipline in the classroom.

B. A teacher may exclude a pupil from a class for the day 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 class intolerable.

In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident in writing each time or day a student is excluded from the classroom. The teacher will also contact the parents of the pupil involved and inform them of the particulars of the incident. In the event the parents cannot be contacted by telephone a letter will be sent on the day the incident occurs to the parents.

C. Any case of assault upon a teacher shall be promptly reported to the Board of Education or its designated representative. The Board may provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities, providing the teacher has complied with established administrative and Board policies.

D. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his employment, the Board may provide legal counsel and render all necessary assistance to the teacher in his defense.

E. Time lost by a teacher in connection with any incident mentioned in this article may not be charged against the teacher if the teacher is found innocent of the charge.

ARTICLE XXII, MONETARY REMUNERATION

Salary Schedule A 1972-73

I. Non-Degreed Salary Schedule

Years of  
experience

0 - 6600  
1 - 6875  
2 - 7150  
3 - 7425  
4 - 7700

II. Bachelor's Degree

Years of  
experience

0 - 7895  
1 - 8195  
2 - 8495  
3 - 8795  
4 - 9095  
5 - 9395  
6 - 9695  
7 - 9995  
8 - 10,295  
9 - 10,595  
10 - 10,895

III. Master's Degree

Years of  
experience

0 - 8545  
1 - 8845  
2 - 9145  
3 - 9445  
4 - 9745  
5 - 10,045  
6 - 10,345  
7 - 10,645  
8 - 10,945  
9 - 11,245  
10 - 11,545  
11 - 11,845  
12 - 12,145

IV. Master's Degree + 15

Years of  
experience

0 - 8795  
1 - 9095  
2 - 9395  
3 - 9695  
4 - 9995  
5 - 10,295  
6 - 10,595  
7 - 10,895  
8 - 11,195  
9 - 11,495  
10 - 11,795  
11 - 12,095  
12 - 12,395

V. Education Specialist Degree

Years of  
experience

0 - 9095  
1 - 9395  
2 - 9695  
3 - 9995  
4 - 10,295  
5 - 10,595  
6 - 10,895  
7 - 11,195  
8 - 11,495  
9 - 11,795  
10 - 12,095  
11 - 12,395  
12 - 12,695

ARTICLE XXII, MONETARY REMUNERATION

Salary Schedule A 1973-74

I. Non-Degreed Salary Schedule

Years of  
experience

0 - 6600  
1 - 6875  
2 - 7150  
3 - 7425  
4 - 7700

II. Bachelor's Degree

Years of  
experience

0 - 8250  
1 - 8550  
2 - 8850  
3 - 9150  
4 - 9450  
5 - 9750  
6 - 10,050  
7 - 10,350  
8 - 10,650  
9 - 10,950  
10 - 11,250

III. Master's Degree

Years of  
experience

0 - 8900  
1 - 9200  
2 - 9500  
3 - 9800  
4 - 10,100  
5 - 10,400  
6 - 10,700  
7 - 11,000  
8 - 11,300  
9 - 11,600  
10 - 11,900  
11 - 12,200  
12 - 12,500

IV. Master's Degree + 15

Years of  
experience

0 - 9150  
1 - 9450  
2 - 9750  
3 - 10,050  
4 - 10,350  
5 - 10,650  
6 - 10,950  
7 - 11,250  
8 - 11,550  
9 - 11,850  
10 - 12,150  
11 - 12,450  
12 - 12,750

V. Education Specialist Degree

Years of  
experience

0 - 9450  
1 - 9750  
2 - 10,050  
3 - 10,350  
4 - 10,650  
5 - 10,950  
6 - 11,250  
7 - 11,550  
8 - 11,850  
9 - 12,150  
10 - 12,450  
11 - 12,750  
12 - 13,050

VI. SUBSTITUTE TEACHERS:

- A. Daily Substitute's rate: A substitute teacher will be paid at the daily substitute rate as established by the Board of Education.  
Now established at \$24.00 per day.
- B. Extended Leave Substitute: An extended leave substitute teacher who has a degree will receive \$24.00 a day for the first ten (10) days of consecutive work in the classroom. Should the substitute be required to continue duties beyond that date, starting with the eleventh (11th) day his salary will be based on the daily rate of the first step (0 experience) of the BA degree.  
Should said substitute teacher be non-degreed or hold a special certificate, his rate of reimbursement after the tenth (10) day will be based upon the first step (0 experience) of the non-degreed salary schedule.
- C. Substitution by Classroom Teacher: In any situation where a substitute is not available and a classroom teacher is required to utilize any preparation or other period during which he does not have teaching duties he shall receive, in addition to his regular salary, reimbursement of \$5.00 per class period. See Article XIV, Miscellaneous Provisions, Paragraph B.

Article XXII, Monetary Remuneration  
Salary Schedule A, continued

Incentive Pay:

I. Non-Degreed.

If a non-degreed teacher earns his Bachelor's Degree before the start of school in September, the full increase becomes effective as of the first day of school in September. If earned after school starts but before the beginning of the second semester of the college where the Bachelor's Degree is earned, the increase becomes effective at the beginning of Sand Creek's second semester at half the increase. This applies for one B.A. per person only.

II. Master's Degree.

The Master's Degree shall pay an additional six hundred fifty (\$650) dollars above the Bachelor's Degree at all points on the scale. If the Master's Degree is earned before school starts, the full increase becomes effective as of the first day of school in September. If earned after school starts but before the beginning of the second semester of the college where the Master's Degree is earned, the increase becomes effective at the beginning of Sand Creek's second semester at half the increase. This applies for one Master's Degree per person only. Reimbursement will only be given for credits that are accompanied by B- or better grades.

III. Master's Degree plus fifteen (15) hours.

The Master's Degree plus fifteen (15) hours of graduate work which will apply to an Education Specialist program approved by the college where said hours are being taken will pay an additional nine hundred (\$900) dollars above the Bachelor's Degree at all points on the scale. If the fifteen (15) hours are acquired before school starts the full increase will become effective as of the first day of school during the fall semester. If earned after school starts but before the beginning of the second semester of the college where the fifteen (15) hours beyond the Master's Degree is earned, the increase becomes

Article XXII, Monetary Remuneration  
Salary Schedule A, continued:

effective at the beginning of Sand Creek's second semester at half the increase. Only fifteen (15) hours beyond the Master's Degree can be reimbursed. Reimbursement will only be given for credits that are accompanied by B- or better grades.

This applies for one Master's Degree plus fifteen (15) hours per person only.

IV. Education Specialist Degree.

The Education Specialist Degree shall pay an additional twelve hundred (\$1200) dollars above the Bachelor's Degree at all points on the scale.

If the Education Specialist Degree is earned before school starts, the full increase becomes effective as of the first day of school in September. If earned after school starts but before the beginning of the second semester of the college where the Master's Degree is earned, the increase becomes effective at the beginning of Sand Creek's second semester at half the increase. This applies for one Education Specialist Degree per person only. Reimbursement will only be given for credits that are accompanied by B- or better grades.

V. Teachers will be responsible for seeing that the superintendent's office has a copy of the transcript(s) and diploma(s) before requesting a pay increase for any of the above positions earned on the scale. Reimbursement will only be made for credits that are accompanied by B- or better grades for any work done toward the Master's Degree, Master's Degree plus 15 and Education Specialist Degree.

VI. All increments are subject to the recommendation of the building principal and the superintendent. Such increments shall be classified as given for approved experience. No yearly increment shall be given unless the experience is approved.

Article XXII, Monetary Remuneration

Salary Schedule A, continued:

Additional Class:

High School teachers may teach an additional class providing approval is granted by the Board. Reimbursement will be as follows:

1. Should the Board decide it is feasible and educationally sound to operate the high school on a six period day, the rate of reimbursement shall be 1/6th of the teacher's base pay.
2. Should the Board decide it is feasible and educationally sound to operate the high school on a seven period day, the rate of reimbursement shall be 1/7th of the teacher's base pay.
3. Should the Board decide it is feasible and educationally sound to operate the high school on an eight period day, the rate of reimbursement shall be 1/8th of the teacher's base pay.

Additional classes and class assignments can be made each year at the discretion of the Board. Teachers shall lose this additional compensation if the additional class assignment is deleted from his schedule at any time.

Article XXII, Monetary Remuneration  
Salary Schedule A, continued:

Severance Pay:

A teacher employed full time in the Sand Creek Community School System, Sand Creek, Michigan, for five or more years, who has tenure status in the Sand Creek Community Schools, will be paid terminal leave at the rate of one-half (1/2) of a substitute's daily rate of pay at the time said teacher leaves the Sand Creek Community School System times the unused sick leave days the teacher has accumulated; limited to a maximum of sixty (60) days earned after 1967-68.

This clause cannot be considered retroactive and no severance pay will be granted to anyone who is discharged by the school system, with the following exceptions. Should the job be eliminated due to changes in curriculum and/or forced cutbacks, the teacher or teachers affected will receive severance pay as outlined above. The present unused sick leave will be used as sick leave days first before starting on the accumulated days that are earned after September 1, 1968. This will give each staff member the opportunity to acquire a maximum of unused sick leave days starting with the fall of 1968 for severance pay purposes.

Teachers who are entitled to severance pay must apply in writing to the superintendent of schools for their severance benefits.

Article XXII, Monetary Remuneration, continued:

SALARY SCHEDULE B (Extra-curricular) 1972-73 and 1973-74

<u>Sports:</u>	<u>1972-73</u>	<u>1973-74</u>
Athletic Director .....	849	883
Head Football Coach .....	849	883
Assistant Football Coach .....	485	504
Junior Varsity Football Coach .....	485	504
Assistant JV Football Coach .....	429	446
Junior High Football Coach .....	429	446
Assistant Junior High Football (optional)	312	324
Head Basketball Coach .....	849	883
Junior Varsity Basketball Coach .....	485	504
Freshman Basketball Coach .....	429	446
Girls' Basketball Coach.....	312	324
7th & 8th Grade Basketball Coach .....	429	446
*If separated into 7th grade and 8th grade, each coach will receive	312	324
5th & 6th Grade Basketball Coach.....	122	127
Track .....	485	504
Cross Country .....	312	324
Junior High Track .....	312	324
Baseball .....	485	504
Junior Varsity Baseball .....	122	127
Golf .....	312	324
Pep Club .....	122	127
Cheerleading, Sr. High .....	213	222
Cheerleading, Jr. High .....	109	113
 <u>Drama:</u>		
Senior Play .....	242	252
Junior Play .....	242	252
 <u>Publications:</u>		
Yearbook .....	485	504
*If two individuals do the yearbook, each individual will receive	242	252
 <u>Class Advisors:</u>		
7th grade .....	43	45
8th grade .....	43	45
9th grade .....	79	82
10th grade .....	104	108
11th grade .....	152	158
12th grade .....	152	158
Senior trip .....	44	44
*If two advisors go, \$22 will be paid to each advisor.		

Article XXII, Monetary Remuneration, continued:

SALARY SCHEDULE B (extra-curricular) 1972-73 and 1973-74, continued:

	<u>1972-73</u>	<u>1973-74</u>
Audio-Visual .....	163	170
Band Director .....	624	649
FHA .....	485	504
FFA .....	242	252
Student Council .....	152	158
FTA .....	110	114

All extra-curricular assignments listed under Salary Schedule B of this contract are considered to be additional remuneration and are subject to all payroll deductions.

The financial protection clause for the 1973-74 school year which appears under Article II, Paragraph B of this contract also applies to Salary Schedule B (extra-curricular).

All extra-curricular assignments listed under Salary Schedule B of this contract will be placed on non-tenure contracts.