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AGREEMENT PROPOSALS

This Agreement subject to ratification is presented at this time for information purposes as a mutual agreement between the Teachers Negotiation Committee and the Board of Education Negotiation Committee.

John F. McDonald  
Hugh H. Holloway

This Agreement entered in to this 9 day of June, 1967, by and between the Board of Education of the Sault Ste. Marie Area Public Schools, hereinafter called the "Association," hereinafter called the "Board" and the Sault Education Association,

*MEA  
1216 Kendall  
E. L. Ave., Mi.  
48823*

ARTICLE I

Recognition

A. The Board hereby recognizes this Association as the exclusive and sole bargaining representative for all certificated personnel whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, excluding: Superintendent, Assistant Superintendents, Principals, Assistant Principals, Administrative Assistant for Business Affairs, Administrative Assistant for Professional Personnel, Director of School and Community Relations, Director of Vocational Education, and supervisors within the meaning of the Public Employment Relations Act. 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. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Bargaining Unit, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Bargaining Unit has been given opportunity to be present at such adjustment.

Professional Deductions

C. Teachers may at any time sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the National Education Association and the Michigan Education Association). Such authorization shall continue in effect unless subsequent to June 1st and prior to September 15th of any year, such authorization is formally revoked by the teacher in writing and copies thereof are delivered to the Association and to the Board.

The deduction of membership dues shall be made from the second regular pay check each month, for ten (10) months, beginning in September and ending in June of each year and the Board agrees promptly to remit to the respective Associations all moneys so deducted, accompanied by a list of teachers from whom the deductions have been made.

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3. 70  
4. 70  
5. 40*

Teachers who for any reason prefer not to become members of the Association or its Bargaining Unit shall authorize a deduction of \$5.80 from each (a total not to exceed \$58<sup>00</sup>) of the second monthly paychecks for 10 months beginning in September and ending in June of each year.

D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under Michigan or United States Laws.

E. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern to the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to co-operate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

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

## ARTICLE II

### RIGHTS

#### Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher employed by the Board shall have the right freely to organize, join and support the Bargaining Unit for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under 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 Bargaining Unit, his participation in any activities of the Bargaining Unit or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, and both parties agree to be bound by any lawful order thereof.

C. The Bargaining Unit of the Sault Education Association and its members shall have the right to use school building facilities at reasonable hours for meetings subject to the Board policies for all public groups. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association (not exceeding the dimensions of one-inch square) either on or off school premises. A suitable bulletin board ( a minimum of 15 square feet) shall be provided for the teachers in each building. This may either be in the teachers' lounge or the teachers' work room or elsewhere agreeable to the principal and the teachers of the building. Reasonable use of established media of communication shall be made available to the Bargaining Unit and its members within the established regulations for the use of that media.

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

E. The following rights of teachers are also recognized by the Board:

- (1) Opportunities for in-service training.
- (2) Community privileges on a par with those enjoyed by other respectable citizens
- (3) Capable aid from qualified supervisory and special service personnel
- (4) Classroom facilities suitable for the type of learning desired and creative of a pleasant atmosphere through co-operative efforts of teacher and pupils.
- (5) Materials for instruction adequate for the work at hand and made available at the time they are needed
- (6) Participation in programs pointed toward improvement in curriculum, methods, and policies which may affect them. This program shall include the selection of textbooks and other teaching materials and aids.

#### Board Rights

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

- (1) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;

- (2) To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
- (3) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
- (4) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
- (5) To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

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

### ARTICLE III

#### Salary Schedule

##### Purposes of the Salary Schedule

Teaching personnel receive their remuneration based on a schedule which takes into account the various elements of training and experience. The purposes of such a schedule are:

- (1) To enable the Board of Education to secure competent and well-trained teachers capable of professional growth;
- (2) To provide adequately for the retention of those teachers in the school system who are rendering satisfactory and efficient services;
- (3) To encourage and stimulate teachers to improve the quality of their teaching service by continuing their professional study in schools of higher education;
- (4) To enable the teacher to maintain a satisfactory economic position in the community and to have a reasonable number of cultural advantages;

- (5) To guide administrative officials in the selection, classification, and assignment of teachers, and in determining the rate of compensation to be paid for their services;
- (6) To provide teachers with a financial outlook by indicating the salaries which may be expected from year to year in terms of increments and additional monetary benefits which may result from professional study and growth in service;
- (7) To afford the Board of Education with a means of determining its financial obligations as they apply to teachers' salaries.

#### Qualifications

##### 1. Military Service:

A. Military service may be classified for salary purposes as full teaching service if, the teacher

- (i) taught previous to entering service
- (ii) completed Michigan requirements for practice teaching previous to service
- (iii) held a teaching certificate previous to service

B. Nothing in this section on Military Service is to be construed as denying privileges granted under this section to persons employed prior to 1 July 1967, or prior to the signing date of this Agreement.

2. Credit from Other Schools - Full teaching credit up to a maximum of three years may be given to teachers who have had experience in other public school systems (except those with fewer than 2 teachers).
3. Personnel Not On Schedule - Personnel who for any reason are below the salary schedule shall receive two increments each year until they are on schedule.
4. Special Credit - Administrative personnel charged with procurement of teachers may offer, if deemed necessary to secure satisfactory and suitable faculty members, an amount above the schedule which shall not exceed two classification steps.
5. Non-Degree to Degree Schedule - Persons moving from the Non-Degree Schedule to the Degree Schedule shall make a transfer only to the next higher numerical step and shall then be considered on the salary schedule.

6. Longevity - Longevity increments added to the schedule shall be applicable only for those years of certificated service in the Sault Ste. Marie Area Public Schools in all areas presently served by the Sault Ste. Marie Area Public Schools,
7. It is agreed that the salary schedule as stipulated for degree persons indicate fully certified with a Provisional, Permanent, Life, or continuing type certificate, and that those persons who, though they hold a degree, must teach on a half-year permit shall receive \$400.00 less than the stated schedule and those who teach on a full year special permit shall receive \$200.00 less.
8. Teachers who do not have a Bachelor Degree or equivalent degree but who for various reasons must be employed by the School System on a Special Permit shall be paid on the following schedule:

0	\$5400.00
1	\$5500.00
2	\$5600.00
3	\$5700.00
4	\$5800.00
5	\$5900.00
6	\$6000.00
7	\$6100.00

ARTICLE IV

Teaching Hours

A. The Board of Education recognizes the principle of a standard 40-hour work week and will, so far as possible, set work schedules and make professional assignments which can be reasonably completed within such standard work week. The Board will not require teachers regularly to work in excess of such standard work week within or outside of any school building.

Rationale - The Administration in recognizing the principle of the forty-hour week realizes that many dedicated individuals in the profession spend considerably more than the standard norm for the activity. They further recognize that a teacher who finds it necessary to spend such extra time should consult his immediate superior who is instructed to arrange for appropriate relief which may consist of securing teacher aides, extra supplies, clerical assistance and/or assistance in more effective use of time and materials. This does not preclude the right of a teacher who chooses to work above and beyond the call of duty to do so at his option.

B. The teaching day for all positions shall be so scheduled that not more than 35 hours shall be assigned to be done within the classroom and/or adjacent playgrounds or corridors. At least five of these hours shall be arranged free of student supervision, so that the teacher will be able to confer with students, prepare classroom activities, make optimum preparation of items to be used in classroom and other related activities.

An additional 5 hours of preparation, planning lessons, conferring with parents or community personnel, evaluating pupil responses, researching desirable teaching items, and the like will be expected of the teacher to be done at the times and places of optimum efficiency, not necessarily in the school. Supervising personnel will be responsible for advising and instructing teachers in order to use this time most effectively and efficiently. This will include any extra curricular responsibilities assigned to and accepted by the teacher for which he is not otherwise compensated.

C. All teachers shall be entitled to a duty-free adequate lunch period equivalent to a regular class session. Extenuating circumstances may arise where this is impossible.

D. The teacher has the responsibility for all students assigned to him during the full length of the teaching day. Teaching shall include the duties of instruction, guidance, discipline, safety, hygiene, and care of the students in addition to duties specified by the public school administration or by direction of the Board of Education. The teachers' duties to the student are not confined to the classroom but extend to the corridors, the restrooms, playgrounds, or to school trips as well as to any place where the teacher is in charge of pupils.

E. Certain necessary and approved activities in the system which require more than usual amount of time, effort, skill, or responsibility shall be compensated for above the base salaries.

The amount shall be agreed upon and understood by administration and the individual concerned at, or as

near as possible to, the time when contracts are let and duties agreed upon. There shall be written evidence of such agreements as to duties and compensation included in the separate added duty contract (non-tenure). Compensation by adjustment of teaching load is acceptable if so indicated in the additional duty contract and if it does not circumvent in any way the standard salary schedule of teacher negotiations.

## ARTICLE V

### Teaching Loads and Assignments

A. The normal weekly teaching load to which a teacher is assigned shall conform with generally accepted professional standards for the level of teaching, the area of teaching, the facilities available to the public schools for the support of education. In general, it is the responsibility of administration to assign teachers not only to work loads but to types of assignments for which they are best qualified and can most reasonably handle. This will vary with types of teaching methods employed in the buildings concerned. Consideration will be given to the amount of work required in correcting, assigning, planning, and preparing lessons, and number of preparations, and facilities available for presentations.

Maximum class responsibilities shall be as follows:

#### Elementary Level - In Self Contained Classrooms

Teachers shall be responsible for no more than 30 students in any classroom assignment. If the number must exceed this for any reason, clerical and other assistance and aides shall be provided for the teacher commensurate with the load.

#### Secondary Level - Where Students Change Classes

Teachers shall be responsible for not more than 150 students per week under the limitations of Article IV. This does not preclude his teaching more in a lecture or other large group situation where teaching responsibilities are shared, or such activities as physical education, music, or the like. This will include any home room or other student assignment but not extra curricular activities under an extra duty contract. If the number must exceed this for any reason, clerical and other assistance and aides shall be provided for the teacher commensurate with the load.

B. 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 certificate or their major and minor fields of study.

Should an area of a specific teacher's competence be closed, a teacher may be assigned temporarily to an

area outside his competence if temporary certification can be arranged. It is the responsibility of the teacher to secure, with the co-operation and the assistance of the Administration, added certification requirements necessary for this new assignment, in order to maintain that position. Should that teacher's area of competence be reopened, he will be given first consideration for transfer back to his area of competence.

Should an area of instruction be reduced in teacher requirement, administration action shall be taken only after consultation and an advisory recommendation by the Association if there is any question as to which teacher shall be transferred or dismissed.

If such reduction should occur during the summer, teacher assignments will be made in the best judgment of administrative evaluation of known factors concerning teacher desires for transfer within the school system. Teachers who wish to be transferred are expected to place in their file requests for consideration of such transfers which request will be appropriately evaluated before final assignments are made.

C. Teachers who will be affected by a change in grade assignments and who will be affected by a change in subject assignment will be notified and consulted as soon as is practicable when such change is known to administration in advance. To the extent possible, such changes will be voluntary.

## ARTICLE VI

### Teaching Conditions

In addition to teaching conditions already covered under Teacher Rights, the following subjects are recognized:

A. A teacher shall not be required to drive a school bus as a part of his regular assignment.

B. The Board shall make available in each school adequate restrooms and lavatory facilities exclusively for teacher use. This room shall be appropriately furnished and shall be reserved for use as a faculty lounge. .

Adequate as here used is interpreted to mean meeting minimum governmental standards of health and safety.

C. Telephone facilities shall be made available to the teachers for their reasonable use with respect to school business. Personal use of telephones will be confined to emergency or unusual needs that could not normally be expedited on off-hour time. Teachers will not make toll telephone calls of a personal nature on school phones, unless expressly permitted, in writing, by the principal of the building.

D. Adequate parking facilities shall be made available to teachers for their exclusive use.

E. Insofar as it does not reflect adversely upon his performance of his assignment and related duties respecting his contract, the teacher shall be entitled to full rights of citizenship and no religious or political activities of a teacher or lack of religious or political activities of the teachers shall be grounds for discipline or discrimination with respect to professional employment of the teacher. The private and personal life of a teacher is within the appropriate concern or attention of the Board of Education if it reflects adversely upon the public schools system or if it reflects adversely upon his ability to perform any or all of the duties of his contractual assignment.

F. Appropriate physical examination or psychological examinations may be requested of a teacher by the Board of Education at Board of Education expense, if there is reason to believe this examination is necessary. Medical ethics dictate that the individual concerned shall have the privilege of selecting his own doctor who will provide professional advice on the problem to be resolved, either through the doctor's own resources or by consultation.

G. The provisions of this agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, or national origin. The conditions of this agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to age, sex, or marital status, or membership in an association or with the activities of any employee organization.

Reservation: The Board reserves the right to make reasonable policies (concerning) retirement.

The Board reserves the right to specify the sex of the teacher for particular positions when the teacher's responsibilities indicate this desirability.

## ARTICLE VII

### Vacancies

A. Vacancies at opening of school year. Whenever there is to be a vacancy in a professional position in the school district for the beginning of the school year caused by the known resignation, retirement, or termination of service of an employee at the end of a school year, and if such advice is not confidential, such information will be publicized throughout the district for the knowledge of all teachers.

if such information is known in sufficient time,

B. Any qualified employee may apply for such vacancy. In filling the vacancy the board agrees that administration will be instructed to give due weight to professional background and attainments of all applicants, to give due weight to the appropriate distribution of quality instruction throughout the system, to give weight to the maximum quality of instruction that may be given to students in proportion to the needs of the student.

ARTICLE VIII

Transfers

- A. Unrequested transfers of teachers are to be minimized, and if possible wholly eliminated.
- B. In the event that transfers of teachers appear to be necessary, a specific statement of the reasons, therefor, shall be given to the teacher in writing prior to public notification of such change.
- C. Vacancies occurring during summers. If teaching vacancies occur during the summer, teacher assignments will be made in the best judgment of administrative evaluation of known factors concerning teacher desires for transfer within the school system. Teachers who wish transfer are expected to place in their file requests for consideration of such transfer, which requests will be appropriately evaluated before final assignments are made.

Any employee who shall accept a supervisory or executive position and who shall subsequently transfer to teacher status shall be entitled to such rights and privileges as he would have had if he had been employed as a teacher and/or he had continued as a teacher.

ARTICLE IX

Leave Pay

A. Sick Leave. Teachers shall be entitled to one day of sick leave for each school month contracted for each school year as of the first official day of said school year, whether or not they report for duty on that day. Sick leave days may be accumulated from year to year with a maximum of ninety (90) days allowable accumulated to be brought forward from any year to the next.

First year teachers only: Sick time used before leave is earned may be claimed for pay purposes when earned during the first year.

Only personal illness or disability and/or emergency medical procedures are covered by this sick-leave policy. Routine health examinations, dental appointments, or surgical procedures which might appropriately be scheduled during vacation periods shall not be covered.

Upon the recommendation of the Superintendent, the Board may request a teacher to submit to an examination by appropriate specialists to determine whether involuntary sick leave or retirement is warranted. Such requested examinations will be at the Board of Education's expense (except for travel expenses). Medical ethics dictate that this be by a qualified physician nominated by the individual concerned. The Board may ask this specialist for his advice or further consideration but such information shall be in accordance with accepted relationships between the

doctor and patient. If the teacher is recommended for involuntary retirement prior to regular retirement and because of this health examination, then said person shall be entitled to full payment of all accumulated sick leave to the date of retirement. If the teacher refuses Board recommended examination by an appropriate specialist, then the decision of the Board concerning leave or retirement shall be final.

In the event of absence of a teacher for illness in excess of four (4) consecutive working days, the Board may require the teacher to present a physician's verification of illness unless the school nurse has verified it. This is not to preclude the right of the Board to provide for school nurse visitation at any time.

In the event that 20 percent or more of the teaching staff shall claim sick leave on a given day, the Board shall have the right to request such verification for that given day.

B. Workmens' Compensation. Any employee who is absent because of injury or disease compensable under Michigan Workmens' Compensation Act shall receive from the Board of Education the difference between the allowance under the Act and his or her regular salary for a period of time that funds from his or her accumulative sick leave will provide.

C. Personal Business Leave. There are at times certain matters of a personal or family nature that require the personal attention of the teacher and necessitate an absence from work. It is felt of mutual benefit to both the teacher and the school to provide for such occasions.

At the beginning of every school year, each teacher shall be credited with two (2) days to be used for the teacher's personal business. A personal business day may be used for any purpose at the discretion of the teacher. A teacher planning to use a personal leave day or days shall notify his principal at least one day in advance, except in cases of emergency. The teacher may be asked to explain the reason for any personal leave requested for a school day immediately before or after a holiday, or a holiday period, week end, or vacation period, and reasonable restrictions may be imposed on personal leaves on such days.

D. Additional forms of leave available to teachers:

1. A maximum of three (3) days per school year for critical illness in the immediate family.
2. A maximum of five (5) days per school year for each death in the immediate family or household.

The term immediate family is interpreted to mean a parent, spouse, parent of spouse, brother, sister, child, grandparent, or a dependent living in the immediate household.

The term household is interpreted as those who dwell under the same roof and comprise a family or a domestic establishment.

3. A maximum of ten (10) days per school year for persons called into temporary active duty of any unit of the U.S. Reserves or the Michigan National Guard, provided such obligations cannot be fulfilled on days when school is not in session.
4. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.

E. Education Leave. Leaves of absence without pay may be granted upon application for the following purposes:

1. Study related to the teacher's certification field
2. Study to meet eligibility requirements for certification other than that held by the teacher.
3. Study, research, or special teaching assignment involving probable advantage to the school system.
4. Any other reason approved in advance by the Superintendent of Schools.

F. Maternity Leave. Maternity leave shall be granted without pay commencing either at the time requested by the teacher or the time stipulated by the Superintendent of Schools.

The teacher shall be entitled to apply to return from such leave at her discretion, and to return, if eligible, at the beginning of the next school year.

The teacher during said leave shall accumulate no seniority rights for pay purposes or for any other purposes under the agreement.

G. Sabbatical Leave. Teachers who have been employed in Sault Ste. Marie Area Public Schools for seven (7) years may be granted a sabbatical leave for one year. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board and shall be paid his full annual salary rate. Said pay will be administered through a bank loan under rules and regulations to be established by the Board of Education with loan forgiveness to the teacher at the rate of month return to work for month on leave, wherein the teacher shall be forgiven said loan in full upon completion of the number of months service return to the school district as granted in the leave. Any period spent on sabbatical leave shall be treated as teaching service for the purposes of applying the salary schedule set forth in this agreement. The Board of Education shall establish rules and

regulations and determine the amount of appropriation for this purpose. It is agreed that sabbatical leaves shall be granted for people to pursue study or research in their particular field of employment in the Sault Area Public Schools.

H. Professional Association Leave. Recognizing that compatible and fruitful mutual relationships between the Board and the Association result when each is fully informed and suitably knowledgeable the Board agrees that leaves of absence with pay may be granted upon request for participation in the work of the Association. Such leave will be requested at least a week in advance and will normally be for not more than three (3) days plus necessary travel time to such meetings.

Such professional leave may be extended to those teachers who may participate in educational conferences conducted under the auspices of such recognized professional associations as the National Education Association, its departments, or affiliates, educational departments of the state or national government, universities, or such other organizations as will assist the school district by dissemination of information methods or materials.

Teachers who are officers of the state Association may be granted a leave of absence without pay for not more than one school year if requested or suitable leave may be worked out mutually at request of teacher. Teachers who become full time members of the Association Professional staff may be granted leave of absence for not more than one year without pay if consistent with Board policies on leaves of absence.

Leave with pay may be authorized ~~not~~ to exceed two (2) days for one delegate for each 150 teachers or major fraction thereof to represent the teachers at the Annual Representative Assembly of the State Association.

Part day or full day leave may be authorized when desirable or necessary for teachers to participate in State Association organized meetings of boards, committees, and commissions. Such leave is not to exceed the number of times per year such committee meetings are planned usually not more than five, and usually necessary only because of extra travel time necessary because of geographic location of the Sault.

I. Political Leave. The Board may grant a leave of absence without pay to any teacher to campaign for a public office. However, if such campaign is successful and the person must hold office for more than one year, he will be considered to have resigned his position.

if consistent with board policies on leaves.

ARTICLE XV

Academic Freedom

This section is to be omitted for the current year, but is to be held for writing another year. Both parties agree that much study is necessary to prepare a meaningful statement on academic freedom.

ARTICLE XVI

Teacher Evaluation

A. The work performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated two or more times during the school year. Tenure teachers shall be evaluated at least once in every two years.

B. Evaluations shall be conducted by the teacher's immediate supervisor or an administrator otherwise familiar with the teacher's work, who shall be designated by the Superintendent of Schools or his designee.

Nothing in this clause shall restrict the Board of Education from further evaluation of teacher performance by the use of professionally qualified experts designated by the Superintendent of Schools

C. The use of closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited.

Nothing in this statement shall prevent administrators from evaluating instructional television performance.

D. A copy of a written evaluation shall be submitted to the probationary teacher on request. Tenure teachers may request a written evaluation of their work once each school year. The teacher shall have the opportunity to review the written evaluation report requested with his supervisor on request. All evaluations shall be based upon valid criteria for evaluating the professional activity considered.

E. No later than March 31 of each probationary year the final written evaluation report will be furnished to the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher if requested in writing by the teacher and a copy will be furnished to the Association if requested in writing by the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit in writing additional information to the Superintendent. In the event a probationary teacher is not continued in employment, the Board will notify the teacher in writing.

ARTICLE XVII

Professional Behavior

A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board of Education or its representatives, which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.

B. 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. The Association shall deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.

C. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline of the Code of Ethics of the Education Profession shall be promptly reported to the offending teacher and to the Association by the offending teacher, any other teacher or administrator or board member who is aware of the offense, and further to know of an offense and to fail to report it may be considered in itself a breach of professional ethics. The Association will use its best efforts to correct breaches of professional behavior by any teacher and in appropriate cases may institute proceedings against the offending teacher.

Nothing herein is to be construed as limiting the Board and administration in its administrative rights within the school system.

D. 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 of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

This is not to be construed to deny the administration the right of immediate suspension for cause nor is it permitted to delay the reprimand or warning or disciplining beyond a twenty-four hour period. Such suspension shall be at full pay until action by the Board of Education for change in status.

E. 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 asserted by the Board or representative thereof shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and to the Association if requested in writing by the teacher.

ARTICLE XIX

Maintenance of Standards

A. All conditions of employment and professional performance shall be maintained at not less than the highest minimum standards in effect in the district at the time this Agreement is signed.

ARTICLE XX

Reductions in Personnel and  
Annexations and Consolidations of Districts

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 general reduction in the number of teachers employed by the Board, the Board will retain, as nearly as possible, those teachers with permanent teaching certificates having the longest service in the district. The Board will further use its best efforts to assist all teachers terminated for lack of work to secure employment.

ARTICLE XXI

Continuity of Operations

A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. The Association agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined by Section 1 of the Public Employees Relations Act, nor will the Association during the term of this Agreement make sanctions.

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

C. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by act of God or a labor dispute with employees outside of the bargaining unit.

ARTICLE XXII

School Calendar

A. For the term of this Agreement the school calendar shall be as set forth in Schedule A. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association.

B. Schedule "A"

<u>1967</u>		<u>1968</u>	
Sept.	4 Labor Day (H)	Jan.	1 (H)
	5 Work Day (W)		2 (V)
	6 First Day of Attendance		3 School Resumes
	8 Pre-school Conference, 2:15 p.m.		25 End of 3rd Marking Period
			26 End of 1st Semester (W)
			29 2nd Semester Begins
Oct.	5 State Teachers' Convention (W)		30 Report Cards Issued
	6 State Teachers' Convention (W)		
	20 End of 1st Marking Period	Mar.	8 End of 4th Marking Period
	21 Carleton's Birthday		12 Report Cards Issued
	24 Report Cards Issued		
		Apr.	12 Good Friday (V)
Nov. 5-11	American Education Week		15 Easter Monday (V)
	23 Thanksgiving (H)		19 End of 5th Marking Period
	24 No School (V)		23 Report Cards Issued
Dec.	1 End of 2nd Marking Period	May	30 Memorial Day (H)
	5 Report Cards Issued		31 Vacation Day
	22 (V)		
	25 (H)	June	2 Baccalaureate
26 - 29	(V)		6 Commencement
			7 Teachers' Work Day
			Last Day of School (W)
	<u>Pay Dates</u>		
Sept. 15		Mar. 1	
29	<u>Pay Dates</u>	15	
Oct. 13		29	
27		April 12	
Nov. 10		26	
24		May 10	
Dec. 8		24	
22		June 7	
Jan. 5		21	
19		July 5	
Feb. 2		19	
16		August 2	
		16	
		30	

  

<u>Legend</u>	
Attendance Days	180
Membership Days	180
Work Days (W)	5
Vacation Days (V)	10
Holidays (H)	<u>5</u>
<b>Total</b>	<b>200</b>

ARTICLE XXVI

Student Discipline and Teacher Protection

A. The teacher's authority and effectiveness in his classroom may be adversely affected if students discover that there is insufficient administrative backing and support of the teacher. The board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Association recognized the responsibility of the teacher to maintain competence and professional skill as an effective measure toward maintenance of discipline.

The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for the emotionally disturbed students nor to be charged with the responsibility for psychotherapy and other specialized professional services. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board of Education will provide a procedure and as many services as is possible to relieve the teacher of those responsibilities that exceed the professional requirements of the classroom teacher. In the carrying out of this process it is recognized that removal of the student from the classroom is not always the required procedure. The Board of Education will expect administration to draft professional practices to give support to the classroom teacher in such matters as are covered in this article.

B. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is therefore the responsibility of the teacher to maintain high level competence and skill in the art of teaching and in the art of maintaining interest. It is the responsibility of administration to advise teachers not maintaining these standards and to give assistance, counsel, and recommendations as to how to improve in this particular problem.

It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. Corporal punishment is not an accepted practice in the Sault Ste. Marie Area Public Schools. Teachers will adhere to the highest of standards and the Board and administration will, likewise, give the maximum of support to the teachers in dealing with pupil discipline problems.

A teacher may use such force as is necessary to protect himself from attack or to prevent injury to another person.

C. It is recognized that techniques of handling discipline problems vary due to the nature of the circumstances and conditions within a particular school as well as the time and conditions. However, a teacher must know specifically what is expected of him in a given school. Therefore, the Board agrees

that the principal of each school will have an established statement of practices with respect to the handling of misbehavior problems. Nothing is to prevent this from being a system-wide practice statement from the chief administrative office.

D. Suspension of students from school may be imposed only by a principal or his designated representative. School authorities will endeavor to achieve correction of student misbehavior through counselling and interviews with the child and his parents when warranted. Teachers and administrators have a mutual responsibility for the handling of all instruction and all problems related to the student of the class. Administration may expect reasonable co-operation on the part of the teacher toward eliminating causes of discipline problems and the teacher may rightly expect consideration on the part of the administration toward adjustment of teaching loads, pupil assignments, etc. for the reasonable balancing of the total weight of the teacher's duty assignment.

E. Any case of assault upon a teacher promptly shall be reported to the Board or its designated representative by the teacher concerned or any other teacher having knowledge of the assault.

The Association will provide counsel to advise the teacher of his rights and obligations with respect to any such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

The Board of Education, upon application of either the teacher concerned or the Association, will take under advisement its responsibility to the teacher in this particular matter and upon its own determination may join with the Association in sharing the expense and in certain circumstances may assume the full expense of the case.

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

Upon the application of the teacher or the Association, the Board of Education will consider the case and may, upon its own determination, either join with the Association in sharing the expenses or in assuming the full expense.

G. Time lost for court appearance in connection with any incident mentioned in this Article shall not be charged against the teacher if the teacher is found innocent or if the case is put out of court with no cause for action, or if the case is dropped without settlement and without claim against the teacher. In all other cases, the Board of Education may determine whether or not there is reasonable justification in paying the teacher for the time lost.

I. No disciplinary action shall be taken upon any complaint by a parent or other adult directed toward a teacher unless such matter is promptly reported, in writing, to the teacher concerned.

No disciplinary action shall be taken on any complaint by a juvenile unless presented through a parent or another appropriate adult and said action shall not be taken unless such matter is promptly reported in writing to the teacher concerned.

#### ARTICLE XXIX

##### Curriculum Review Committee

A. The Board of Education will, through its designated administrators, provide for the carrying out of the determination of curriculum and curriculum revision through a careful evaluation of professional recommendations of the teaching staff by working both with individual teachers and appropriate teacher groups. Nominations for memberships on special curriculum study groups may be provided by the Association upon request of Administration.

#### ARTICLE XXXI

##### Negotiation Procedures

A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to co-operate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters. Either party may request discussions leading to the resolution of specific matters.

B. Not later than January 15, 1968, negotiations will be undertaken for the Agreement covering the subsequent school year.

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

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the Labor Mediations machinery of the State Labor Mediation Board at any time it may so deem fit or at the termination of the Agreement may take any other lawful measures it may deem appropriate.

#### ARTICLE XXXIII

##### Miscellaneous Provisions

B. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

C. Any individual contract with a teacher heretofore executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties.

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

E. 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.

F. Copies of this Agreement shall be printed at the expense of both parties and presented to all teachers now employed, hereafter employed, or considered for employment by the Board of Education.

##### Grievance Procedure

###### RATIONALE:

The acceptance of certain rights and privileges by a person or group carries with it corollary acceptance of the burden of responsibilities accompanying those rights.

A teacher group which strives for and obtains certain rights and privileges must, therefore, accept certain responsibilities to act in a professional manner according to a professional code of both ethics and practices.

It is, therefore, mutually agreed by both parties to this document that a grievance may be brought against the Board of Education or its agents and representatives in administration by the members of the Association and that the Board of Education may under certain conditions wish to bring a grievance against a member of the Association or a group of such members. For this purpose the grievance procedure has been written with two paths, one for the teacher to the Board and the other from the Board to the Teacher.

A. Definitions

1. A grievance is a written complaint upon an event or condition which affects conditions or circumstances related to school operation.
2. The "aggrieved person" is the person or persons making the claim.
3. The term "teacher" is defined in Article I of this Agreement.
4. A "party of interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
5. The term "days" shall mean calendar days.

B. Purposes - The primary purpose of this procedure is to secure, at the earliest level possible, equitable solutions of the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure and information shall be shared only on "a need-to-know" basis. Nothing contained herein shall be construed as limiting the right of any person or group with an alleged grievance to discuss the matter informally with any appropriate member of the administration or proceeding independently as described in Section E of these procedures.

C. Structure

1. There shall be one or more Association representative (Building Representative) for each school building to be selected in a manner determined by the Association.
2. The Association shall establish a Professional Rights and Responsibilities Committee, which shall be broadly representative and which shall serve as the Association Grievance Committee. In the event that any Association representative or any member of the Professional Rights and Responsibilities Committee is a party of interest to any grievance, he shall disqualify himself and a substitute shall be named by the Association.
3. The building principal shall be the administrative representative when the particular grievance arises in that building.

4. The Board hereby designates the superintendent as its representative when the grievance arises in more than one school building.

D. Procedure - The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent.

If the grievance is filed on or after June 1, the time limits may be reduced in order to affect a solution prior to the end of the school year or as soon thereafter as is practical.

Before submitting a grievance, the claimant shall discuss it with his immediate superior individually or together with his Association Representative.

Procedure No. 1

1. Level One - In the event the alleged grievance is not settled through an informal discussion, a written grievance shall be submitted to the principal or administrator involved. This written grievance may be presented by the aggrieved person individually, jointly with the Association Representative, or by the Association Representative of that building.
2. Level Two
  - a. In the event the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within seven (7) days after presentation of the grievance, he may file the same grievance in writing, with the Association's Professional Rights and Responsibilities Committee.
  - b. Within seven (7) days of receipt of the grievance the Professional Rights and Responsibilities Committee (Representative) shall decide whether or not there is a valid grievance. If the Committee (Representative) decides that no valid grievance exists and so notifies the claimant, the teacher may continue to process his claim without Association support. If the Committee (Representative) decides there is a valid grievance, it (he) shall immediately process the claim with the Superintendent of Schools. Within seven (7) days from receipt of the grievance by the Superintendent he shall render a decision as to the solution. This decision shall be in writing.
3. Level Three - In the event the aggrieved person is not satisfied with the disposition at level two or if no decision has been rendered in writing within seven (7) days from date of receipt of grievance by the Superintendent, said aggrieved person may refer the grievance through the Professional Rights and Responsibilities Committee or individually.

in writing, to the Board of Education's members of the Review Committee. This committee shall be composed solely of members of the Board of Education. Within seven (7) days from the receipt of the written grievance by the Board of Education Review Committee, it shall meet with the Association's Professional Rights and Responsibilities Committee Chairman and the Association's Negotiating Team for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision by the Board of Education's Review Committee shall be rendered within seven (7) days, in writing.

Procedure No. 2

1. Level One - In the event that the Board of Education or an agent of the Board of Education has a complaint against a member of the Bargaining Unit or group of such members, such complaint shall be discussed informally by the said agent or appointed representative of the Board of Education with the person or persons who is or are the alleged source of the complaint.

In the event the alleged grievance is not settled through informal discussion, a written grievance shall be submitted to the Professional Rights and Responsibilities Committee which shall determine whether such grievance is a violation of the Code of Ethics of the Teaching Profession or is a violation of some other professional precept or practice.

If a violation of the Code of Ethics is determined, it shall be referred to the Association Ethics Committee through the Chairman of that Committee, who shall process it in accordance with the acceptable ethics violation, which process is, or by inclusion, made a part of this Agreement by mutual action of both parties. Said inclusion is to be of Annex B of this Agreement.

If a violation of other professional activities is determined, the PRR Committee shall recommend to the Administration, after consultation with the persons or group concerned:

- a. That a reprimand be entered in the teacher's file. If violation persists, it shall be agreed that it is a valid reason for dismissal without further hearing.
- b. That the Association will not support further grievance of the teacher in this matter.
- c. That the Association recommend that the teacher be dismissed.

The succeeding levels are to be used only for the grievances arising as a complaint alleging a violation of a specific Article and Section of the Agreement.

4. Level Four - In the event the grievance is not satisfactorily resolved at Level Three, or if no decision is reached within seven (7) day period, the grievance may immediately be transmitted to the State Labor Mediation Board or to the MEA Board of Reference; either channel may be used at the discretion of the party transmitting the grievance.
5. Level Five - In the event the grievance is not satisfactorily resolved at Level Four within seven (7) days, the grievance shall be submitted to a three-member board of arbitrators for binding arbitration on the language of the Agreement. This board shall be composed of three members: one chosen by the Board of Education, one chosen by the Association, and one chosen jointly by the other two members of the Board.

E. Rights of Representation - Any party of interest may be represented at all meetings and all hearings at any level of the grievance procedure by another teacher or another person.

Provided, however, that any teacher may in no event be represented by a person acting as an officer, agent, or other representative of any organization other than the Association.

Provided further that when a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance processing.

F. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice. However, if in the judgment of the Association Representative or the Professional Rights and Responsibilities Committee, the grievance affects a group of teachers, the Professional Rights and Responsibilities Committee may present the grievance at the appropriate level.
2. A grievance and the disposition of the grievance at Level One shall be placed in writing. Decisions rendered at all levels shall be in writing and promptly shall be transmitted to the signator of the grievance.
3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation except that such participation shall not give immunity for wrong doings, professional ethics violations or any other charges that may result from information disclosed during the grievance procedure.

5. Forms for filing and processing grievances shall be designed by the Superintendent and the Professional Rights and Responsibilities Committee, shall be prepared by the Superintendent and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
6. Access shall be given to all parties on a "need-to-know" basis to information necessary for the determination and processing of the grievance.
7. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article.
  - a. The termination of service of or failure to re-employ any probationary teacher;
  - b. The placing of a non-tenure teacher on a third year of probation;
  - c. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher Tenure Act, (Act IV of Public Acts, Extra Session, 1937 of Michigan, as amended).
9. If a teacher does not file a grievance, in writing, within fifteen (15) days after the occurrence then the grievance shall be considered as waived. Administration may, upon request of the aggrieved person or his representative, waive this section on behalf of the teacher.
10. Failure of administration to answer at any level within the period automatically allows the aggrieved person to process his grievance to the next level. Failure to process the grievance to the next level, within fifteen (15) days after initially filing a grievance at that level automatically waives the grievance.
11. It shall be the general practice of all parties in interest to process grievance procedures during times which do not interfere with the assignment of duties: provided, however, in the event it is agreed by the Board of Education to hold proceedings during regular working hours, a teacher participating in any level of the grievance procedure, with any representative of the Board, shall be released from assigned duties without loss of salary.