

75-76

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A G R E E M E N T

between

Board of Education  
St. Charles, Michigan

and

St. Charles Education Association

St. Charles Public Schools  
St. Charles, Michigan

*St. Charles, Board of Education*

*St. Charles Community Schools  
Central Administrative Office  
891 West Walnut St.  
St. Charles, Mich. 48655*

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A G R E E M E N T

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_, by and between the Board of Education of St. Charles, Michigan, hereinafter called the "Board", and the St. Charles Education Association, hereinafter called the "Association."

WITNESSETH

WHEREAS the Board has a statutory obligation to bargain with its employees with respect to hours, wages or terms and conditions of employment, and

WHEREAS the Board recognized the Association as the sole bargaining agent for the teaching personnel, and

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

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

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive bargaining representative for all certified professional personnel, including personnel on tenure, probation and on per diem appointments, classroom teachers, guidance counselors, librarians, employed or to be employed by the Board (whether or not assigned to a public school building), but excluding supervisory and executive personnel and office and clerical employees. The term "teacher", when used hereinafter in this Agreement, shall refer

to all employees represented by the Association in bargaining or negotiation unit as above defined, and reference to male teachers shall include female teachers.

- B. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.
- C. Within five (5) days of the beginning of their employment hereunder, teachers who wish to do so may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association). These deductions shall be confined to a limited period at the beginning of the school year. If these deductions are to affect more than ten (10) payroll periods, consent of the Board shall be required annually for such extension of deductions.

## ARTICLE II

### TEACHER'S RIGHTS

- A. The Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation in respect to hours, wages and terms or conditions

of employment. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by laws of the State of Michigan or the Constitution of Michigan and the United States that it will not discriminate against any teacher with respect to hours, wages or terms and conditions of employment by reason of his membership in the Association, his participation in any legal activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement.

- B. The Board agrees to allow the Association, in response to reasonable requests from time to time, access to available information concerning the financial resources of the district, tentative budgetary requirements and allocations, and such other information which will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers provided, however, the Board reserves the right to deny to the Association information deemed by the Board to be part of the confidential personnel file. The Board recognizes the mutual advantage of negotiating with employee representatives sufficiently informed for intelligent discussions, and the above restriction on access to information is in the spirit of protecting individual rights rather than hindering informed negotiations.

### ARTICLE III

#### BOARD RIGHTS

- A. The Association pledges its unique educational expertness to the function of informing and advising the Board as an adjunct to the Board's responsibility of adopting and executing policy.
- B. Rights not specifically delegated to teachers or specifically structured in this Agreement remain the jurisdiction of the Board.
- C. The Association agrees that its members shall comply promptly with all administrative requests of the Board relative to reports, records, record keeping and administrative regulations pertaining to the sound, efficient and effective management of the school plant and program.

### ARTICLE IV

#### PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.
- B. At the time of initial employment in this school district, the Board reserves discretionary right to modify the amount of credit granted such prospective employee for experience outside this school district in accordance with the evidence available to them regarding the caliber, stability and the appropriateness of such experience to the assignment for which they are being considered in this district. Such initially granted credit shall not be increased or reduced as a result of subsequent modification

in the general salary schedule.

- C. Extended time programs may be established at the discretion of the Board and compensation provided for under Schedule A.
- D. Teachers involved in extra duty assignments as set forth in Schedule A which is attached to and incorporated in this Agreement shall be compensated in accordance with the provisions of this Agreement. These salary supplements shall apply only when such teacher is carrying a normal teaching load in the regular daily schedule.

#### ARTICLE V

##### PERIOD OF EMPLOYMENT

- A. Except as provided in Paragraph 1 below, the length of the school up to a maximum of nine and one-half (9 1/2) calendar months, shall be within the authority of the Board to establish annually.
  - 1. A maximum of one hundred eighty-five student instruction days (as defined by the State Department of Education) may be required by the Board.
  - 2. Teachers with less than one (1) full school year of teaching experience in the school system shall be required to devote two (2) days to pre-school in-service training. Teachers with one (1) school year or more experience in the school system shall be required to devote one (1) day for such purpose.
    - a. There shall be one (1) day at the end of the first semester and two (2) days at the end of the second semester for teachers for the purpose of marking and record keeping.

3. School shall not be scheduled on any legal holiday and in addition the following recess periods shall be observed during the 1974-75 School Year:

- a. November 28 - 29 Thanksgiving
- b. December 23 through ~~April 4~~ Jan. 1 Christmas Recess
- c. March 28 through April 4 Easter Recess
- d. May 26 Memorial Day

B. Length of the school day, exclusive of duties referred to in paragraphs 3, 4 and 5 below, up to a maximum of eight (8) clock hours, including the lunch period, shall be within the authority of the Board to establish.

1. Teachers shall be in the building one-half (1/2) hour before school starts and at their assigned places of duty at least twenty (20) minutes before classes commence.
2. Teachers shall remain at their assigned place of duty at least fifteen (15) minutes after students are dismissed at the end of the school day, and in the building at least one-half (1/2) hour, with the earliest departure time being 3:30 P.M.
3. Teachers may be required to devote up to four (4) clock hours per month to in-service or staff-administrative meetings. Within the limits of practicality, such in-service or staff-administrative meetings shall be scheduled within the time blocks defined in "B" above.

4. Compensation for specific extra-duty assignments as provided for under the salary schedule (Schedule A) shall not be bound by the above general hour limitations.
5. Teachers who supervise extra duty responsibilities where admission is charged not specifically provided for in Schedule A shall be compensated at the rate of \$5.00 per activity.
6. Recognizing the importance of public understanding and good will to both the effective instructional and adequate financial aspects of the school's operation, teachers shall make a general practice of attending Parent-Teacher Association meetings and/or open houses at their teaching levels.

#### ARTICLE VI

##### TEACHING LOADS AND ASSIGNMENTS

- A. The Board shall make every reasonable effort to assign teachers according to their area of greatest competence and insofar as possible to avoid assigning a teacher outside the scope of their teaching certificates or their major or minor fields of study.
- B. If in the event the secondary teaching schedule is increased to seven (7) or more teaching periods, each secondary teacher will be provided with one (1) assigned preparation period.
- C. Teachers who will be affected by a change in grade assignments in the elementary school grades and changes in subject assignments in the secondary school grades will be notified in writing by their Principals as soon as practical and prior to July 1. If circumstances necessitate a modification of teaching assign-

ment subsequent to the above date, every reasonable effort will be made to limit them to changes which are mutually acceptable to the teacher. If necessity dictates a change in assignment after July 1, which is not voluntarily consented to by the teacher, such shift shall not be to an assignment outside the K-3, 4-6 grade span preference, not in the case of a secondary teacher to a subject area in which he has less than a minor in his certification.

- D. Teachers who consent to serve as a supervising teacher for college extern students shall be compensated in an amount equal to that provided by the college for this purpose.
- E. Preferences for regular teaching assignments or extra duty assignments may be indicated on the letter of intent slips by the teacher and their choices will be considered by the Administration in making such assignments.

## ARTICLE VII

### TEACHING CONDITIONS

- A. The parties recognize that the availability of optimum school facilities for both student and teacher is basic to providing the high quality of education desired by the community. Both the Association and the Board acknowledge the particular responsibilities each share in fostering public understanding and support for adequate school facilities and equipment. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

- B. Recognizing the importance of maintaining reasonable pupil-educator ratios to providing quality education, the parties agree that every reasonable effort will be made to comply with generally accepted standards of adequate staffing, both in general and special education programs.
- C. Teachers shall not be required to supervise outdoor activities of children at the elementary schools during their thirty (30) continuous minute duty-free lunch period, but shall share in performing necessary supervisory duties inside the building and lunch areas during the noon period.

#### ARTICLE VIII

#### VACANCIES, PROMOTIONS AND TRANSFERS

- A. Whenever a vacancy in a professional position occurs in the district, the Board will welcome applications from current members of the school staff. The Board expresses its general preference toward promotions from within its own teaching staff, including promotions to supervisory and executive levels, but wish it understood that such preferential consideration shall be subordinate to professional backgrounds, experience, attainments and judged potential of the candidate to contribute to improvement in the quality of the education program of the school.
- B. A vacancy notice covering any initial opening occurring between November 15 and July 15 shall be posted in the faculty lounge or general business office of each school building for a period of two (2) weeks prior to filling of such vacancy in the event of advance notice of the impending vacancy at least one (1) month

prior to its occurrence. In the event one (1) month's notice is not given, posting for a period of five (5) calendar days shall be sufficient. Any present staff member interested in being transferred to such vacancy must submit a letter of request for consideration to the Superintendent prior to the expiration of the posting period.

- C. In the interest of morale of individual teachers, the preference of the teacher will be given due consideration in the matter of school assignment or transfer or assignment from school to school.
- D. In the event a transfer of a teacher appears to be necessary, due consideration will be given to such teacher's preference of available positions in the school at which he is being assigned.
- E. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status

#### ARTICLE IX

##### TEACHER EVALUATION

- A. Routine evaluations shall be conducted by a building principal, or assistant principal, or other administrator. However, this does not preclude the consideration of the composite Board judgment or the use of qualified professional personnel from outside the staff on a consultant basis for evaluation purposes. The Board of Education agrees to the following minimal evaluation procedures with the understanding that such evaluations are not a proper subject for the Grievance Procedure as outlined in Article XIII of this Agreement.

- B. Probationary teachers shall be evaluated at least twice during the school year. The first evaluation may be oral and shall occur during the first semester after the teacher's commencement of service with the school district. The second evaluation and all subsequent required evaluations shall be in writing. The second evaluation of each year shall be at least sixty (60) days prior to the end of the school year.
- C. Tenure teachers shall be evaluated, in writing, at least once every two (2) years.
- D. Each evaluation shall include, but not be limited to, one (1) personal observation for a minimum of fifteen (15) consecutive minutes. Should an evaluation be missed, the teacher may notify the Principal and request an evaluation.
- E. A copy of the written evaluation shall be submitted to the teacher at the time of personal interviews or within ten (10) days thereafter. One (1) copy is to be signed and returned to the Administration. The other copy is to be retained by the teacher. In the event a teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and he may request in writing a second evaluation to be conducted by the Superintendent or the Superintendent's designated representative. These objections and the accompanying request shall be attached to the evaluation report and be placed in his personnel file.
- F. A copy of any written evaluation material, including written information forming the basis for disciplinary action, originating locally which is placed in a teacher's personnel file and is pertinent to the teacher's employment within the St. Charles

School District shall be furnished the teacher prior to placement in the file, and said teacher shall have a right to file a response thereto.

## ARTICLE X

### LEAVE PAY

- A. All teachers absent from duty on account of personal illness or any other approved reason who have been in the employ of the Board shall be allowed full pay for a total of ten (10) days per year, accumulative to forty (40) days.
- B. In addition to the above sick leave benefits, the Board shall provide to those employees who have achieved forty (40) day accumulation as of the first day of employment in any school year a long term disability insurance providing at least fifty (50%) percent salary insurance commencing sixty (60) calendar days following the onset of the disability and continuing to age sixty-five (65).
  1. Once eligible for this benefit, a teacher must have a minimum accumulation of thirty (30) days of sick leave as of the first day of employment of each subsequent school year in order to remain eligible for continued coverage of this benefit at Board expense.
  2. Members of the bargaining unit who do not qualify for this benefit at Board expense may, at their option, authorize a payroll deduction for the appropriate amount of premium to purchase their own insurance.
  3. The Board of Education shall not be liable for benefits under Paragraph B of this Article in excess of limitations or

eligibility restrictions imposed by the insurance carrier.

## ARTICLE XI

### LEAVES OF ABSENCE

A. Any teacher whose personal illness extends beyond the period compensated under Article X shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Upon return from leave, a teacher shall be assigned to the same position if available or a substantially equivalent position.

B. Leaves of absence with pay chargeable against the teachers ten (10) day allowance shall be granted for the following reasons:

1. Sick Leave

A total of ten (10) days sick leave per year accumulated to a maximum of forty (40) days may be accrued by all regularly teaching personnel. This sick leave may be used for the following purposes and in the amounts specified:

- a. Personal illness of the employee. As many days may be used for this purpose as required for recovery, up to the number of days accrued leave earned by the employee.
- b. Death in the immediate family. A maximum of five (5) days of sick leave will be allowed an employee in the event of a death in the immediate family. Where the situation warrants, such leave may be supplemented by Personal or Business Leave as provided in 2-C of this Article. (Immediate family, for purposes of these policies shall be defined as mother, father, husband,

wife, child, step-child, spouse of child, sister, brother, sister-in-law, brother-in-law, father-in-law, mother-in-law, grandparents, and grandchild, or any other relative who is a permanent resident in the employee's home.

- c. A maximum of three (3) days per school year will be allowed an employee in the event of a critical illness of the employee's mother, father, husband, wife, child, or any relative who is a permanent resident of the employee's home.

2. Personal or Business Leave

A maximum of one (1) day out of the above ten (10) days sick leave allowance may be granted for personal or critical business purposes when advance permission of the Superintendent or his designated representative has been secured by the employee. Any unused portion of this leave shall not accrue as Personal or Business Leave, but shall accrue as Sick Leave. Personal or critical business leave will be limited to the following circumstances, and the duration will be dependent upon requirements of the specific situation.

- a. Marriage or graduation of a member of the immediate family or the employee himself.
- b. Birth of a child to the wife of an employee.
- c. Time necessary for travel or family matters in connection with a death in the immediate family as defined in 1. b. of Article XI.

- d. A household emergency wherein postponement of attention by the employee would threaten compounding the severity of loss or damage.
- e. One (1) day of leave per occurrence, when emergency illness in the family requires an employee to make arrangements for necessary medical or nursing care.
- f. Time necessary to conduct personal business of a critical nature which cannot, for specific reasons, be handled outside of regular school hours. Evidence of very definite urgency will be prerequisite to the Superintendent's approval of such leave.
- g. One (1) day to attend the funeral of a long time close personal friend.

In addition to the above each teacher shall have one (1) personal business day which shall not be deducted from his accumulated sick leave allowance and which shall be subject to the following:

- a. Two (2) days notification must be given to the teacher's building principal, except in case of emergency.
- b. Not more than one (1) teacher in a given building may take a personal business day on any one given day without permission from the building principal.
- c. Such day may not be the first or last week of a semester.
- d. Such day may not be the day before or after a holiday or vacation.

- e. Such day may not be used for hunting, fishing, recreation, or association business.
- f. Personal business days shall be available for the practice of religious preferences.

Effective for the 1975-76 School Year all language from the 1973-74 Agreement shall become null and void and the new language for the 1974-75 School Year shall continue in full force and effect with the number of days of personal business leave increased to a total of two (2) days.

3. Emergency Leave

- a. A maximum of five (5) days, which shall not be charged against an employee's sick allowance, may be granted at the discretion of the Superintendent whose judgment shall not be challenged under the provisions of the Grievance Procedure, for an emergency created by a catastrophe such as a fire, flood or tornado which causes extensive damage to the person or property of an employee or his immediate family. (Immediate family for the purposes of this Section shall be defined as employee's mother, father, husband, wife, child or any relative who is a permanent resident of the employee's home.)
- b. A maximum of three (3) days, which shall not be charged against an employee's sick allowance, may be granted upon the death of a member of an employee's immediate family. (Immediate family for the purposes of this Section shall be defined as an employee's mother, father, husband, wife, child, or any relative who is a permanent resident of the employee's home.)

4. Upon the death of an employee the unused portion of his accrued sick leave shall be paid to his estate.
- C. An employee's accrued sick leave shall be computed at the beginning of the school year. Such computation shall include full leave entitlement for the current year, and excess of the allowed maximum shall be permanently discarded.
- D. All teaching personnel under contract shall be entitled to all accrued sick leave on the first official day of school even though they may be unable to report for duty on that day provided, however, that the Administration may require as a condition of eligibility for such leave an attending physician's statement verifying that the illness pertains to a condition not diagnosed earlier than thirty (30) days prior to the first day of school. The first official school day shall mean the first day for which salary is paid. The employee shall receive his pay currently along with all other teachers.
- E. Chargeable days with Sick Leave.
1. Sick Leave shall not be charged against a teacher's allowance for holidays established in the school year calendar even though the teacher may be absent for illness both the day before and the day after such holiday.
  2. Sick Leave will be charged for snow days or other non-scheduled school dismissals unless the teacher is on duty either the day immediately preceding or following such dismissed days.
- F. Commencing September 1, 1969, any employee who willfully misrepresents the facts pertaining to an absence for the purpose of

qualifying for benefits under the leave provisions of this Article, shall forfeit all benefits or rights he may have accrued under the provisions of this Article. If such offense is repeated, it may constitute grounds for dismissal.

- G. Leave of absence with pay, but not charged against the teacher's sick leave, may be granted for such in-service activities as visitations to other schools, attending educational conferences or conventions, workshops, study classes and seminars, when such attendance is approved by the Board.
- H. Leave of absence with pay not charged against the teacher's sick leave allowance will be granted for court appearances as a witness in any case in which the teacher's connection with the case stems from their employment as a teacher, provided that the legal action is not instigated by or on behalf of themselves.
- I. Upon application, leaves of absence without pay may be granted to teachers to engage in advance study, research, travel or other activity deemed by the Board to enhance the value of the teacher to the school system. Such leave of absence may, by stipulation of the Board and approval of the Association, carry with it salary increment credit and earned accrued sick leave allowance for the period of leave.
- J. Military leave of absence up to two (2) years shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the Armed Forces of the United States. In event of a declared national emergency, the two (2) year limitation on military leave shall be extended by the period of service

served by such teacher during the declared emergency. Teachers on military leave shall be given the benefit of any increments and sick leave allowances which would have been credited to them had they remained in active service to the school system.

- K. The Board may grant a leave of absence of up to one (1) school year without pay to any teacher to campaign for or serve in a public office.
- L. A teacher on an approved leave of absence must notify the school district of his intent to return to employment with the district at least sixty (60) days prior to the expiration of his approved leave of absence. Upon return to duty in the district following an approved leave of absence, a teacher shall be assigned to the same position, if available, or a substantially equivalent position as soon as one becomes available. This re-employment privilege shall extend for not more than two (2) years following the date of termination of the leave of absence. A refusal of offered employment during this two (2) year period shall immediately end this privilege.

## ARTICLE XII

### CODE OF ETHICS (PROFESSIONAL STANDARDS)

- A. The educator believes in the worth and dignity of man. He recognizes the supreme importance of the pursuit of truth, devotion to excellence and the nurture of democratic citizenship. He regards as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts his responsibility to prac-

tice his profession according to the highest ethical standards. Teachers shall be expected to comply with the following code of ethics or professional standards:

1. Toward Pupils -

- a. To teach the art of democratic living by both study and practice in school and community situations. Democratic living includes not only respect for personality of others, but also the development of such skills and attitudes as the techniques of group thinking, deep respect for truth and the habit of using the scientific methods to discover truth.
- b. To respect the individuality of children in all classroom and extra class situations. To accept all children as individuals on the same plane of equality. To keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.
- c. To aid in preparing all children for worthy service in community, state, national and world citizenship.
- d. Shall not without just cause restrain the student from independent action in his pursuit of learning and shall not without just cause deny the student access to varying points of view.
- e. Shall not deliberately suppress or distort subject matter for which he bears responsibility.
- f. Shall not use professional relationships with students for private advantage.

g. Shall not tutor students of the school district for remuneration unless no other qualified teacher is reasonably available, and then only with the advance approval of the Board of Education.

2. Toward Citizenship -

- a. The educator believes that patriotism in its highest form requires dedication to the principles of our democratic heritage. He shares with all other citizens the responsibility for the development of sound public policy and assumes full political and citizenship responsibilities.
- b. To participate actively in school and community affairs.
- c. To hold their positions as teachers as the first line of duty toward which they expend their energy and time.
- d. To adjust their individual and social conduct to the accepted standards of the community in which they work.
- e. Shall not misrepresent an institution or organization with which he is affiliated and shall take adequate precautions to distinguish between his personal and institutional or organizational views.
- f. Shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.
- g. Shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities.
- h. Shall not use institutional privileges for private gain or to promote political candidates or partisan political activities.

- i. Shall accept no gratitudes, gifts or favors that might impair or appear to impair professional judgment, nor offer any favor, service or thing of value to obtain special advantage.
3. Toward Staff Members -
  - a. Shall accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.
  - b. Shall not use coercive means or promise special treatment in order to influence professional decisions of colleagues.
  - c. Shall withhold and safeguard information acquired about colleagues in the course of employment, unless disclosure serves professional purposes.
  - d. Shall not refuse to participate in a professional inquiry when requested by an appropriate authority.
  - e. Shall not misrepresent his professional qualification.
4. Toward the Board of Education and Administrators -
  - a. To respect the leadership of those charged with responsibility.
  - b. To adhere to the rules, regulations and policies of the Board of Education and administrative staff.
  - c. To render such reports as may be required.
5. General -
  - a. To maintain order and discipline in the classroom as shall be conducive to good instruction and make reasonable efforts to protect students from conditions harmful to learning or to health and safety.

- b. To prevent unauthorized commercial advertising in the schools.
- c. Keep parents informed as to pupil growth and development and report absences and tardiness as well as unsatisfactory work of children in their charge. When deemed expedient, a teacher should hold conference with parents in the school or the home of the child.
- d. Complete and file required attendance and grade reports and all other reports.
- e. To attend all teacher's meetings called by the Superintendent or Principals, unless specifically excused by the Principal.

#### ARTICLE XIII

##### PROCEDURES FOR HANDLING GRIEVANCES

- A. The primary purpose of the procedures set forth in this Section is to secure at the lowest level possible equitable solutions to any problems which might arise relative to the application or operation of this Agreement.
- B. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of these procedures. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the Administration.
- C. A "grievance" as used herein is defined as a claim by a teacher alleging that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

- D. The following grievance procedure affords the sole and exclusive remedy for complaints and grievances under this Agreement, and the sole method of expression or communication of a view, grievance complaint or opinion on any matter related to the conditions or compensations of teachers.
- E. Failure of an aggrieved party to appeal a decision at any level within the specified time limits herein shall be deemed evidence of acceptance of the decision reached at that level.
- F. The term "teacher" as used herein may include any individual or group of teachers who are certificated and who are members of the bargaining unit.
- G. The term "days" when used in this Section shall mean working school days except in cases where a grievance in process may extend into the summer vacation period or arise during a summer vacation period. In such case, the term "days" shall then be construed as meaning week days exclusive of Saturdays and Sundays.
- H. Procedure:
1. A teacher with an alleged grievance or his Association representative shall first discuss the matter informally but fully and frankly with the building principal within ten (10) days of the occurrence of the alleged grievance.
  2. If the matter cannot be satisfactorily clarified or resolved between the teacher and the Principal within a period of five (5) days, the teacher may request that the Principal arrange for a conference on the issue between himself, the Principal and the Superintendent of Schools.

Such conference shall be held within ten (10) days after being requested. A representative member of the Association may be present at this conference upon the request of either the teacher or the Association.

3. If a satisfactory solution cannot be reached at this level, the teacher or the Association on behalf of the teacher may submit a written request to the Superintendent for a hearing before the Board of Education on the issue. This written request must be submitted within ten (10) days from the date of the conference with the Superintendent. This written filed grievance shall contain a statement of specific facts upon which the grievance is based, a reference to the Articles and Sections of the Agreement which have been allegedly misinterpreted or violated, and shall state the relief requested. Upon request of such written grievance, the Superintendent of Schools shall place the issue on the agenda of an official Board meeting scheduled within a period of forty (40) days from the date of receipt of the written grievance. The party filing the grievance shall be given a written notice of the time and place of this meeting.
4. The Board of Education shall grant an audience to all affected parties to such an issue and shall within fifteen (15) days from the date of such hearing render its judgment in the matter. Such judgment shall be made a matter of public record in the official minutes of the Board and be made known to all parties to the grievance.

- I. Exercise of the above defined grievance procedures shall not prejudice or threaten the employment security of any employee.
- J. Failure to follow the above prescribed course of action in seeking redress from a grievance or a complaint shall be construed as an act of insubordination detrimental to the orderly and sound operation of the school district.

SCHEDULE "A"

This schedule is attached to and incorporated in the Master Contract drawn between the Board of Education of St. Charles, Michigan, and the St. Charles Education Association dated the \_\_\_\_\_ day of \_\_\_\_\_, 1974.

A. This schedule shall be effective as of \_\_\_\_\_, 1974, and shall continue in full force and effect until June 30, 1976, and will be automatically renewed each year thereafter, unless either party notifies the other in writing by April 1, 1976, or the anniversary thereof of its desire to amend or terminate this Agreement.

\*1974-75

| Step              | BA      | BA+Permanent Certificate | MA      |
|-------------------|---------|--------------------------|---------|
| 0                 | \$ 8700 | \$ 8800                  | \$ 9200 |
| 1                 | 9155    | 9255                     | 9655    |
| 2                 | 9610    | 9710                     | 10110   |
| 3                 | 10065   | 10165                    | 10565   |
| 4                 | 10520   | 10620                    | 11020   |
| 5                 | 10975   | 11075                    | 11475   |
| 6                 |         | 11530                    | 11930   |
| 7                 |         | 11985                    | 12385   |
| 8                 |         | 12440                    | 12840   |
| 9                 |         | 12895                    | 13295   |
| 10                |         | 13350                    | 13750   |
| **11 (plus \$400) |         | 13750                    | 14150   |

\* The Board shall pay teachers 5% retirement in addition to the Schedule.

\*\* Additional increment for those teachers who did not receive a regular salary increment because they were at the top of the BA+Permanent Certificate or MA Salary Schedule during the previous school year.

\*1975-1976

| Step              | BA      | BA+Permanent Certificate | MA      |
|-------------------|---------|--------------------------|---------|
| 0                 | \$ 8800 | \$ 8900                  | \$ 9300 |
| 1                 | 9300    | 9400                     | 9800    |
| 2                 | 9800    | 9900                     | 10300   |
| 3                 | 10300   | 10400                    | 10800   |
| 4                 | 10800   | 10900                    | 11300   |
| 5                 | 11300   | 11400                    | 11800   |
| 6                 |         | 11900                    | 12300   |
| 7                 |         | 12400                    | 12800   |
| 8                 |         | 12900                    | 13300   |
| 9                 |         | 13400                    | 13800   |
| 10                |         | 13900                    | 14300   |
| **11 (plus \$450) |         | 14350                    | 14750   |

- \* The Board shall pay teachers 5% retirement in addition to the Schedule.
- \*\* Additional increment for those teachers who did not receive a regular salary increment because they were at the top of the BA+Permanent Certificate or MA Salary Schedule during the previous school year.
- B. No teacher shall receive a lesser salary because of the reduction of steps on the bachelor plus provisional certificate schedule.
- C. Effective September 1, 1974, the Board agrees to contribute up to a maximum of Fifty-five (\$55.00) Dollars per month toward the total monthly premium cost of hospitalization-medical insurance coverage for each full-time, certificated, contracted employee who has authorized a payroll deduction for Blue Cross-Blue Shield or MEA hospitalization-medical insurance or a similar hospitalization-

medical insurance plan that is approved by the Board for payroll deduction provided the teacher is not covered by any other insurance carrier for hospitalization-medical insurance. Only one (1) family unit shall be covered by such hospitalization-medical insurance, however, if both a husband and wife are employed as teachers by the school district and meet the above qualifications, one (1) shall be eligible to apply for the dental insurance option provided in Paragraph D below.

Effective September 1, 1975, the Board shall increase its contribution to a maximum of Sixty (\$60.00) Dollars per month.

D. Effective September 1, 1974, the Board agrees to contribute up to a maximum of Twenty (\$20.00) Dollars per month toward the monthly premium cost of a dental insurance plan including orthodontic riders for each full-time, certificated, contracted employee who has authorized a payroll deduction for such coverage, who has not applied for coverage under the hospitalization-medical insurance provided in Paragraph C above, and who is not covered by any other insurance carrier for dental insurance. Such dental insurance plan must be approved by the Board for payroll deduction.

E. Effective September 1, 1974, the Board shall provide each full-time, certificated, contracted employee who has given written authorization for such coverage with a term life insurance policy in the amount of Five Thousand (\$5,000) Dollars from an insurance carrier approved by the Board.

Effective September 1, 1975, the Board shall increase such term life insurance coverage to Ten Thousand (\$10,000) Dollars.

- F. Employees commencing service in the district after the start of the school year shall receive a pro rated portion of this insurance fringe benefit. Employees leaving the service of the district shall forfeit this insurance fringe benefit as of the 30th of the last full month of employment by the school district.
- G. The salary of specially certificated or non-degree teachers shall be calculated on the basis of a \$400.00 reduction from the levels established in "A" above provided, however, that at the time of initial employment a degree candidate with a minor deficiency in meeting in-state certification, or a candidate lacking minor requirements for a degree, may through evaluation be placed on the schedule at a point Two Hundred (\$200.00) below the levels established in "A" above.
- H. A teacher's position on the salary schedule shall be determined on the basis of their certification and degree qualifications as of the first official working day of a contractual school semester.
- I. Salary supplements for the following extra duty programs are provided in the amounts specified. These salary supplements shall apply only when such teacher is carrying a normal teaching load in the regular daily schedule.

## EXTRA DUTY

| Assignment                                 | 1974-75  | 1975-76 |
|--|----------|---------|
| Athletic Director                          | \$1,000* | \$ 780  |
| Head Football Coach                        | 1,000    | 1,040   |
| Varsity Football Assistant                 | 500      | 520     |
| Head JV Football Coach                     | 650      | 675     |
| JV Football Assistant                      | 325      | 340     |
| 9th Grade Football Coach                   | 325      | 340     |
| Head Basketball Coach                      | 1,000    | 1,040   |
| JV Basketball Coach                        | 650      | 675     |
| 9th Grade Basketball Coach                 | 325      | 340     |
| Golf Coach                                 | 325      | 340     |
| Baseball Coach                             | 600      | 625     |
| JV Baseball Coach                          | 270      | 280     |
| Track Coach                                | 600      | 625     |
| Assistant Track Coach                      | 270      | 280     |
| Cross Country Coach                        | 325      | 340     |
| Wrestling Coach                            | 650      | 675     |
| Jr. High Coaching (all season 3 positions) | 325      | 340     |
| Dramatics                                  | 325      | 340     |
| GAA Sponsor                                | 325      | 340     |
| Girls Interscholastic (all season)         | 325      | 340     |
| Cheerleader Sponsor                        | 250      | 260     |
| School Annual Sponsor                      | 185      | 190     |
| Debate Coach                               | 150      | 160     |
| A-V Director                               | 420      | 435     |
| Special Education-Certificate              | 470      | 490     |

|                                  | 1974-75    | 1975-76    |
|----------------------------------|------------|------------|
| Safety Patrol (2 positions)      | \$ 150     | \$ 160     |
| Extra Curricular Band Activities | 250        | 260        |
| Department Heads                 | 250        | 260        |
| Driver Training                  | 33/student | 34/student |
| Extended School Programs         | 165/week   | 170/week   |

\*One (1) year only to compensate for lack of released time in daily schedule.

- J. Extended school year programs such as Band, Agriculture and Guidance Services shall be compensated on the basis of One Hundred Sixty-Five (\$165.00) Dollars per week the summer of 1975, One Hundred Seventy (\$170.00) Dollars per week the summer of 1976, for an instructional or office work schedule of thirty (30) hours per week.
- K. The Board specifically reserves the right to modify the extra duty schedule in Section I and J above to reflect expansions or reductions in programs (or institution of new programs) which, in the judgment of the Board, are conducive to sound educational programming and management.
- L. Longevity
- Effective September 1, 1975, the Board shall contribute the following longevity payments to full-time, certificated, contracted employees who have completed the necessary years of service within the St. Charles School System.

|                     |                           |
|---------------------|---------------------------|
| Beginning 15th Year | \$300/year/annual payment |
| Beginning 20th Year | 400                       |
| Beginning 25th Year | 500                       |

MEMORANDUM OF AGREEMENT #1

The Board of Education hereby agrees that it will not schedule more than 183 days of student instruction in the calendar without consultation with the St. Charles Education Association.

MEMORANDUM OF UNDERSTANDING #2

It is mutually agreed between the Board and the Association that the contractually established extra duty reimbursement for Athletic Director for the 1974-75 School Year may be modified upward from Seven Hundred Fifty (\$750.00) Dollars to One Thousand (\$1,000.00) Dollars due to the teachers schedule not lending itself to the granting of a free period for this purpose during the 1974-75 School Year. It is further agreed that for the 1975-76 School Year the free period will be scheduled for the teacher assigned to this activity and the reimbursement will revert to the established contractual base of Seven Hundred Eighty (\$780.00) Dollars.

MEMORANDUM OF UNDERSTANDING #3

This memorandum will certify that the Board views favorably the revision of the present class schedule provided it can be accomplished within practical limits of time, space and funds; and provided further that such revision is not judged educationally detrimental to the students. The study is to be completed prior to April 1, 1975, if it is to be implemented upon approval of the Board for the 1975-76 School Year.

Date: \_\_\_\_\_, 19\_\_.

BOARD OF EDUCATION  
ST. CHARLES, MICHIGAN

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

This Agreement shall be effective as of \_\_\_\_\_ and shall continue in effect until \_\_\_\_\_. This Agreement shall not be extended orally and it is expressly understood it shall expire on the date indicated.

BOARD OF EDUCATION OF  
ST. CHARLES, MICHIGAN

ST. CHARLES EDUCATION ASSOCIATION

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

1974-75 SCHOOL CALENDAR

|                               |                        |
|-------------------------------|------------------------|
| August 28-29                  | Pre-School Orientation |
| September 2                   | Labor Day              |
| September 3                   | School Begins          |
| November 28-29                | Thanksgiving           |
| December 23 through January 1 | Christmas Vacation     |
| January 4                     | End of first semester  |
| March 28 through April 4      | Easter Vacation        |
| May 26                        | Memorial Day           |
| June 11                       | Students' Last Day     |
| June 12-13                    | Teacher record days    |

Two (2) days for Parent-Teacher Conferences or In-service instruction to be scheduled later.