

1967

**LABOR AND INDUSTRIAL  
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Michigan State University

MASTER AGREEMENT

between

THE ST. IGNACE CHAPTER  
of  
THE MICHIGAN EDUCATION ASSOCIATION

and

THE BOARD OF EDUCATION  
of  
ST. IGNACE, MICHIGAN

*St. Ignace Board of Education*

*MEA  
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East Lansing, Mich.  
48823*

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This agreement entered into this            day of            , 1966 by and between the Board of Education of the City of St. Ignace, Michigan, hereinafter called the "Board", and the St. Ignace Chapter of the Michigan Education Association, herein after called the "Association".

A. The Representative Unit is all certified and non-certified personnel of the St. Ignace Public Schools except those excluded by Statute of Public Acts 379 of Michigan Public Acts of 1965.

B. The Bargaining Unit is all certified personnel of the St. Ignace Public Schools who are members of the St. Ignace Education Association and affiliates of the M.E.A. except those excluded by aforesaid act.

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of St. Ignace is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

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

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

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

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all professional personnel and non-professional personnel, but excluding supervisory and executive personnel. The term "teacher", unless otherwise stipulated, when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or representative unit. The term "Professional", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or representative unit.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance 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. 1. Within thirty days of the beginning of their employment hereunder, teachers 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) upon such conditions as the Association shall establish. Such sum shall be deducted as dues from the regular salaries of all teachers and remitted not less frequently than monthly to the Association.

D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers

hereunder shall be deemed to be in addition to those provided elsewhere.

## ARTICLE II

### TEACHER RIGHTS

A. Pursuant to Act 379 of the Public Act of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and 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 Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

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, or an arbitrator appointed pursuant to the provisions of this Agreement.

C. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards in the teachers' lounge, use of telephone for local calls, and other established media of communication shall be made available to the Association and its members.

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

### ARTICLE III

#### COMPENSATION

A. The salaries of teachers covered by this Agreement are set forth in Schedule A and B which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the one-year term of this Agreement, provided, however, that upon written notice to the other party at least sixty-(60) days prior to the first day of May of every year of this Agreement, either party may request the reopening of negotiation of such salary schedule.

B. The salary schedule A is based upon a normal weekly teaching load. For extra duty the teacher shall be entitled to appropriate additional professional compensation.

C. Teachers under Schedule A shall not be required to report more than two working days prior to the beginning of classes in September or to remain more than two working days after classes end in June.

D. The following legal holidays shall be observed and all schools closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day.

E. A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released

from regular duties without loss of salary.

F. A teacher shall be released from regular duties without loss of salary at least two days per school year for the purpose of participating in area or regional meetings of the Michigan Education Association.

#### ARTICLE IV

##### TEACHING HOURS

A. The Board recognizes the principle of a standard workweek and will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within such standard workweek. The Board will not require teachers regularly to work in excess of such standard workweek within or outside of any school building. The work schedule will be fixed by the administration at the beginning of each school year.

B. All teachers shall be entitled to a duty-free uninterrupted lunch period equivalent to a regular class hour, or in no event less than thirty (30) minutes.

#### ARTICLE V

##### TEACHING LOADS AND ASSIGNMENTS

A. The normal weekly teaching load in the senior high school will be 25 teaching periods and a minimum of 5 unassigned preparation periods. The normal weekly teaching load in the junior high schools will be 25 teaching periods and a minimum of 5 unassigned preparation periods. The normal weekly teaching load in the elementary schools will be a regulation school week. There shall be no departure from these norms, except where necessity requires.

B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily for good cause, outside the scope of their teaching certificates

or their major or minor field or study.

C. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals as soon as practicable and prior to July 15th. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such change.

#### ARTICLE VI

#### TEACHING CONDITIONS

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible and ought not exceed the following recommendations:

Kindergarten	25 pupils
Elementary school grades	25 pupils
Any special education classes	number deemed advisable at professional levels.

The recommended class size per teacher in the secondary schools shall be as follows:

Speech	20 pupils
English	
General Education	
Social Studies	
Mathematics	25 pupils
Science	
Language	
Business	
Typing	
Chemistry	24 pupils
Industrial Arts	16 pupils
Drafting	20 pupils
Vocational Shops	16 pupils
Homemaking	not stipulated
Music	25 pupils
Art	25 pupils
Physical Education	40 pupils full gym 30 pupils half gym

B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory, shop, audio-visual, athletic, and band equipment, art supplies, current periodicals, standard tests and questionnaires, and similar material are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement all joint decisions thereon made by its representative and the Association. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.

C. Under no conditions shall a teacher, under Schedule A be required to drive a school bus as part of his regular assignment.

D. The Board shall make available in each school at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted and accessible at all times.

E. Telephone facilities shall be made available to teachers for their reasonable use.

F. Adequate parking facilities shall be made available to teachers.

G. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, as long as it remains private.

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

## ARTICLE VII

### VACANCIES AND PROMOTIONS

A. Whenever any vacancy in any position or a new opening in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. No vacancy shall be filled, except in case of

emergency on a temporary basis, until such vacancy shall have been posted for at least five (5) school days.

B. Any teacher may apply for such vacancy. In filling such position the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system of the district, and other relevant factors. An applicant with less service in the system shall not be awarded such position unless his qualifications therefor shall be substantially superior to applicants with greater service. The Board declares its support of a policy of promotions from ~~within~~ within its own staff, including promotions to supervisory and executive levels. "Service" in the system, for purposes of this Agreement, shall mean continuous employment in a school of the district, including substitute and part-time service, irrespective of tenure status, but shall exclude all periods when the teacher was on leave of absence for any cause.

#### ARTICLE VIII

##### TRANSFERS

A. Since the frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible.

B. In the event that transfers of teachers appear to be necessary, lists of available positions in other schools shall be posted in the same manner as provided in Article VII.

C. 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

### LEAVE PAY

A. All teachers absent from duty on account of personal illness, attendance at funerals, or serious illness in the immediate family, shall be allowed full pay for a total of ten days per year, cumulative to sixty days.

B. Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law, shall receive from the Board the difference between the allowance under the Workmen's Compensation Law and his regular salary for the duration of the accumulated sick leave, except that every teacher shall have at least ten days of sick leave applicable to Workmen's Compensation.

## ARTICLE X

### LEAVES OF ABSENCE

A. Any teacher whose personal illness extends beyond the period compensated under Article IX 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, notice being given as far in advance as possible, shall be granted for the following reasons:

1. Attendance at a ceremony awarding a degree to the staff member for such portion of the day as is necessary.
2. One day, except when travel requires additional time, for attendance at the school graduation of a son, daughter, husband, or wife, whenever practicable.
3. A maximum of two days per school year shall be allowed for the conduct of personal affairs.

4. Absence when a teacher is called for jury service. Compensation to equal the regular rate.
5. Court appearance as a witness in any case connected with the teacher's employment or the school or whenever teacher is subpoenaed to attend any proceeding. Compensation to equal regular rate.
6. Time necessary to take the selective service physical examination.

C. One year leave of absence with Board approval, without pay, shall be granted upon application for the following purposes:

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

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

D. A maternity leave shall be granted without pay, commencing not later than the end of the sixth month of pregnancy, except when this date falls within one school month of the end of the semester the teacher may be permitted to complete the semester. The teacher shall be entitled to return from such leave at any time within five years, if there is an opening.

E. Leave of absence will be granted of up to two years to any teacher who joins the Peace Corps as a full time participant in such program. Any period so served shall be treated as time taught for purposes of the salary schedule set forth in Appendix A of this Agreement.

F. Pursuant to Section 572 of the School Code of 1955, teachers who have been employed for seven years may be granted a sabbatical leave for one year.

A teacher, upon return from a sabbatical leave, shall be restored to his former position or to a position of like nature, seniority and status. Any period spent on sabbatical leave shall be treated as teaching service for purpose of applying the salary schedule set forth in Schedule A of this Agreement.

G. Teachers who are officers of the Association or are appointed to its staff should, upon proper application, be given a one year leave of absence without pay for the purpose of performing duties for the Association. Teachers given leaves of absence without pay shall receive credit toward annual salary increment on the schedule appropriate to their rank.

H. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States.

Teachers on military leave shall be given the benefit of any increments which would have been credited to them had they remained in active service to the school system.

I. The Board shall grant a leave of absence without pay to any teacher to campaign for, or serve in, a public office.

#### ARTICLE XI

##### TERMINAL LEAVE

On retirement or death of an employee, accumulated sick leave up to a maximum of 60 days shall be paid at the rate of one half (50%) of the base pay at the time of termination of employment. In case of death, payment shall be made to heirs or beneficiaries.

#### ARTICLE XII

##### TEACHER EVALUATION

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

B. Each teacher shall have the right upon request to review the contents of his own personnel file. A representative of the Association may be requested to accompany the teacher in such review.

C. 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 discipline 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.

D. 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, including adverse evaluation of teacher performance or violation of professional ethics asserted by the Board or any agent or representative thereof shall be subject to the professional grievance negotiations procedure hereinafter set forth.

#### ARTICLE XIII

##### PROTECTION OF TEACHERS

A. Since the teacher's authority and effectiveness is undermined when 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. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with the responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counsellors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

B. Any case of assault by a student upon a teacher on duty shall be promptly reported to the Board or its designated representative. The Board will

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

C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense.

D. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

E. If a teacher is injured while in the line of duty, free medical, surgical or hospital care will be furnished by the Board at a designated hospital.

F. Any complaints by a parents of a student directed toward a teacher shall be promptly called to the teacher's attention. Any serious complaint will be handled in conference with parent, teacher, Association representative, and the administration.

#### ARTICLE XIV

##### NEGOTIATION PROCEDURES

A. It is contemplated that matters not specifically covered by this Agreement, or those covered by this Agreement, and of common concern shall be subject to professional negotiations during the period of this Agreement upon written notice to the other party within 30 days. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. In the event the salary schedule is reopened for negotiation by either party, as provided in Article III of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least sixty days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages.

hours, terms and conditions of employment of teachers employed by the Board.

C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representative of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate, including the imposition by the Association of professional sanctions to discourage teachers from working in the absence of contract.

#### ARTICLE XV

##### PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURE

A. Any teacher, group of teachers or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board, or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms or conditions of employment, may file a written grievance with the Board or its designated representative. The Board will designate its representative for such purpose.

B. Definitions. (a) A "grievance" is a claim based upon an event

or condition which affects the conditions or circumstances related to school operation, allegedly caused by misinterpretation or inequitable application of established law, policy, or the terms of this agreement. (b) The term "teacher" includes any individual or group who are covered by this contract. (c) A "party of interest" is the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem. (d) The term "days" when used in this section shall, except where otherwise indicated, mean working school days.

C. The primary purpose of the procedure set forth in this section is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of such procedure. 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.

D. Structure. (a) There shall be one or more Association Representatives for each school building to be selected in a manner determined by the Association. (b) The Association shall establish a broadly representative Grievance (PR & R) Committee and an Appeal Committee. No member of the Grievance Committee shall be a member of the Appeal Committee. In the event any representative or member of these committees is a party in interest to any grievance brought, he shall disqualify himself and shall be replaced by the Association. (c) The Board designates its representative when the particular grievance arises.

E. In the event a grievance is filed on or after the first of June it shall be resolved prior to the beginning of the next school year. In this case, the term "days" shall mean calendar days.

(1.) Level One. The teacher with an alleged grievance shall first discuss the matter with his Association Representative. If the Association Representative concurs that a grievance exists, move to Level Two. If the Association Representative does not feel that a grievance exists, the grievant may appeal the Association Representative's decision to the Appeal Committee. The Appeal Committee shall render its decision within five (5) days (or a mutually agreed number of days) as to whether a grievance exists and may be taken to Level Two or does not exist and may only be continued to Level Two at the grievant's own initiative without Association support.

(2.) Level Two. The teacher with a grievance shall discuss the matter with the Board Representative, either individually or with his Association Representative, with the objective of resolving the matter informally. The Representative shall make his decision known within three (3) days.

(3.) Level Three. In the event the grievance is not satisfactorily resolved at Level Two within three days (or a mutually agreed number of days), the grievant or the Association Representative shall file the grievance in writing with the Grievance Committee within five (5) days (or mutually agreed number of days) after the decision at Level Two. The Committee shall within five (5) days (or mutually agreed number of days) make a judgment on the decision. If the Committee decides that the decision at Level Two is in the best interests of the educational system it shall so notify the teacher and the Association Representative. If the Committee decides that the decision at Level Two is not satisfactory, it shall refer such grievance in writing to the Board Representative.

The Board Representative shall designate three persons, who may include himself, to represent the administration. The Chairman of the Grievance Committee shall designate three persons, who may include himself, as an Ad Hoc Committee to represent the Association. Within ten (10) days (or mutually agreed number of days) after receipt of the written grievance by the Board

Representative, these two representative groups shall meet to consider problem and to arrive at an equitable solution of the grievance within five (5) days (or mutually agreed number of days).

(4.) Level Four. If the grievance is not resolved by the Board Representative or his representatives and the Ad Hoc Committee within five (5) days (or mutually agreed number of days) of its consideration by them it shall be referred to consideration to the Board of Education's Review Committee. This committee shall be composed solely of members of the Board of Education. Within ten (10) days (or mutually agreed number of days) after receipt of the written referral by the Board, its Review Committee shall meet with the Ad Hoc Committee for the purpose of discussing the matter and disposing of it in a mutually satisfactory manner.

(5.) Level Five. (At this level the contract may include any one of the following provisions.)

- a. A three member mediation panel; one chosen by the Board, one by the Association, the third by these two members.
- b. Voluntary arbitration.
- c. Compulsory arbitration.
- d. Labor Mediation Board (already a legal right).

F. Rights of Representation. Any party in interest may be represented at all meetings and hearings at all steps and stages of the grievance procedure by another teacher or another person. Provided, however: That any teacher may in no event be represented by an officer, agent, or other representative of any organization other than the Association. Provided further: 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 grievance processing, except where the grievance involves only questions of fact peculiar to the individual grievant.

G. Miscellaneous. (a) During the pendency of any proceedings and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties. (b) There shall be no reprisals of any kind by administrative personnel taken against any party in interest or his Association Representative, any member of the Grievance Committee, Appeal Committee, or Ad Hoc Committees, or any other participant in the procedure set forth herein by reason of such participation. (c) All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. (d) Forms for filing grievances, serving notices, taking appeals, making appeals, making reports and recommendations, and other necessary documents shall be given appropriate distribution by the Board so as to facilitate operation of the procedure set forth herein.

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

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

## ARTICLE XVI

### STUDY COMMITTEES

Studies committees particularly regarding matters concerning curriculum and materials should be established as desirable. The clerical expenses of such Committee shall be borne by the Board. Representatives on such Committee shall be excused from the performance of other work, up to five hours per week, for the purpose of serving on such Committee.

## ARTICLE XVII

### MISCELLANEOUS PROVISIONS

A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:30 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

B. No polygraph or lie detector device shall be used in any investigation of any teacher by the Board of Education.

C. The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the district and the Association shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereto prior to general publication.

D. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.

E. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual

teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.

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

G. 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.

H. An employee must retire on June 30th, following his 65th birthday, except that on petition of the employee, the Board may grant a one year extension of the retirement date and issue a one year contract as prescribed by the salary schedule. Said petition shall be filed at least sixty- (60) days prior to the beginning of the school year.

I. All employees shall be required to present a physical examination and chest x-ray report to the Board prior to the opening of school, certifying that he is physically able to perform his particular duty.

J. One hour per month during the school day shall be set aside for meetings of this Association.

K. Note and agenda of all Board meetings shall be sent to the secretary of the Association.



## Schedule A

I. The following shall be the schedule of basic teacher salaries

1	\$5400	7	\$6492
2	5582	8	6674
3	5764	9	6856
4	5946	10	7038
5	6128	11	7220
6	6310	12	7400

The above schedule applies to the Bachelor's Degree . The amount of \$400 will be added for a Master's Degree.

II. The school will allow \$9 per semester hour, per year for a maximum of 20 hours beyond either a Bachelor's or a Master's degree. A summary of a teacher's program will be made August 31 of each year to determine the contract allowance.

To qualify work for remuneration, prior approval by the superintendent will be necessary. Course completed 10 years prior to evaluation date will qualify, if matched in semester hours by courses completed during the past 10 years. Undergraduate as well as graduate courses may qualify. All subject matter and methodology courses shall be in or closely related to the teacher's usual or likely teaching assignment. Once credits have been established they shall endure for the 10 year period.

III. Credit for experience outside the school system shall be evaluated by the Board and credit shall be allowed whenever the prior service of the teacher is deemed satisfactory. Full credit shall be given for the first five years of experience. Teachers shall be advanced one step on the salary schedule for between one and three years of active military service and two steps for active military service in excess of three years.

IV. Increments become effective September 1 of each year and advancement under the salary schedule shall be automatic as of September 1 following completion of required academic or professional courses.

V. In addition to the basic teacher salary as provided in the foregoing there shall be paid the following further sums:

Athletic Director	\$200
Head Football Coach	500
B Team Football Coach	305
Assistant Football Coach	305
Head Basketball Coach	500
B Team Basketball Coach	305
Intermural Basketball(boys & girls)	@ \$3.00 per hour
2 Track Coaches	@ 250 each
Bandmaster	250
Yearbook Adviser	110
Purple and Gold Adviser	110
Junior Basketball(Saturday)	180
Senior Class Adviser	60