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St. Ignace
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St. Ignace Board of Education

1970 - 1971
MASTER AGREEMENT
between
THE ST. IGNACE CHAPTER
of
THE MICHIGAN EDUCATION ASSOCIATION
AND
THE BOARD OF EDUCATION
of
ST. IGNACE, MICHIGAN
49781

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OFFICE OF
PROFESSIONAL NEGOTIATIONS

MEA
1216 KENDALE
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This agreement entered into this _____ day of _____, 19__ by and between the Board of Education of the City of St. Ignace, Michigan, herinafter called the "Board", and the St. Ignace Chapter of the Michigan Education Association, herinafter called the "Association".

A. The Representative Unit is all 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 personnel with respect to hours, wages, terms and conditions of employment, and

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

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

ARTICLE I
RECOGNITION

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all professional personnel, but excluding supervisory and executive personnel.

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. 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 the Board.

The deduction of membership dues shall be made from one 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 monies deducted, accompanied by a list of teachers from whom the deductions have been made.

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.

ARTICLE II
TEACHERS' 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 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 the information which may be necessary for the Association to process any grievance or complaint.

E. The Board agrees to furnish to the Association prior to the opening of school copies of all individual salary and service agreements of tenure teachers and contracts of non-tenure teachers for validation by members designated by the Association in terms of this contract.

F. The Board shall consult with the Association on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration and the Association shall be given opportunity to advise the Board with respect to said matters prior to their adaption and/or general publication.

ARTICLE III

COMPENSATION

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

B. The 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, Memorial Day, Labor Day, Thanksgiving, and Christmas.

E. A teacher engaged during the school day in negotiations 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 maximum of two teachers at one-time shall be released from regular duties without loss of salary at least two days per school year for the purpose of participating in meetings of the Michigan Education Association.

G. The Board agrees to provide a bank of \$1,000/year to be used by teachers who desire to attend select professional conferences and Michigan Department of Education's Curriculum Committee meetings. It will be administered by joint committee of M.E.A. and Administration.

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.

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 school will be 25 teaching periods and a minimum of 5 unassigned preparations. The normal weekly teaching load in the elementary schools will be a regulation school week, which shall include one unassigned preparation period of 60 minutes. 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 of study.

C. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assigned in the secondary school grades will be notified in writing and consulted with 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.

D. No study hall assignments to be given to first year teachers in the high school and junior high school.

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 whenever 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-1. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory, shop, audio-visual, athletic, band equipment, art supplies, current periodicals, standard tests and questionnaires, and similar materials 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.

B-2. The Board recognizes that certain classes need adequate funds to provide for consumable materials and to acquire and maintain durable goods and equipment. Therefore the Board will provide an adequate budget for these classes to be spent as the teacher or the department head deems necessary.

C. The Board of Education agrees to utilize all federal, state, and any other funds available to them, and to use the professional advice from the intermediate district consulting services.

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

E. 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--keys to be available upon request.

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

G. Work and study space to be made available only to teaching staff where no smoking is allowed.

H. Adequate designated parking facilities shall be made available to teachers for their reasonable use.

I. 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.

Any behavior that is within the bounds of the Michigan Education Association code of ethics and tenure law is not within the appropriate concern or attention of the Board.

J. 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, PROMOTIONS, AND REDUCTION OF STAFF

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 the 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 therefore shall be substantially superior to applicants with greater service. The Board declares its support to supervisory and executive levels. "Service" in the system for purpose 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; except those designated by E, F, and G in Article X (10) page 16.

C. In the event the Board decides to reduce the number of teachers through layoff of employees, or to reduce the number of teachers in a given subject area, field or program, or to eliminate or consolidate positions, the Board shall determine the order of the layoff, provided however, such action shall not be contrary to the priorities established under the Tenure Act. The Board shall endeavor to give thirty days notice

of layoff to the Association and to any individuals involved, and, in any event, seven days notice shall be given in all cases.

It is further agreed that any layoff pursuant to this article shall automatically terminate the individual contract of all non-tenure teachers and shall suspend for the duration of the layoff the Boards obligation to pay salary or fringe benefits under any tenure teacher's individual employment contract or under this collective bargaining agreement.

The Board shall give written notice of recall from layoff by sending a registered or certified letter or telegram to said teacher at his last known address. It shall be the responsibility of each teacher to notify the Board of any change of address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall or other notice to the teacher. If a teacher fails to report to work in five days from receipt of recall by registered mail, unless an extension is granted in writing by the Board, said teacher shall be considered as a voluntary quit and shall thereby terminate his individual employment contract and any other employment relationship with the Board.

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 teacher 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 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 eleven days per year, cumulative to one-hundred five (105) days. Unused personal leave days may also be accumulated as unused sick days

B. The immediate family of the teacher shall be defined as including spouse, children, parents, parents-in-law, brothers, sisters, grandparents of either, and any persons for whose care he is principally responsible.

C. If a person is sick three or more consecutive days, the superintendent may at that time request proof of illness.

D. 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.

E. One year's sick time, if used, may be advanced for pay purposes prior to it being earned.

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. Unused days may be cumulative under Article X-A
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. Maternity leave shall embody the following:

1. Maternity leave shall be available to tenure teachers only;
2. The teacher may request maternity leave at any time during her pregnancy;
3. The Board may place a pregnant teacher on maternity leave on any date during or after the sixth month of pregnancy;
4. Maximum leave shall be three years;
5. The teacher on leave must notify the school of her availability for work. The school may fill vacancies prior to such notice without obligation to a teacher on leave.

E. Leave of absence without pay will be granted for 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 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 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 service. He shall be advanced one pay step as per page 33A.

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

ARTICLE XI

TERMINATION OF EMPLOYMENT

Upon termination of employment after five (5) or more years, 50% of accumulated sick leave, up to a maximum of 105 days, computed at the base pay of the employee shall be paid. In case of death, payment shall be made to heirs or beneficiaries.

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. The work performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated three times during the school year; on or about October 15, on or about February 1, and no later than April 1 of the probationary school year. One evaluation by the Association Evaluating Committee shall be added to the file with copies to the teacher and building principal. Tenure teachers shall be evaluated at least once in every two years. The written evaluation shall be submitted to the teacher and a copy placed in the teacher's file at these times.

C. 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.

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 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.

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, 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 parent of a student directed toward a teacher shall be promptly called to the teacher's attention. Any serious complaint will be submitted to the teacher in writing prior to a 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 of 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 the 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, and in the event this representative is a part in interest to the grievance brought, he shall disqualify himself and be replaced by the Board.

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 to them within five 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 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 days (or mutually agreed number of days) after the decision at Level Two. The Committee shall within five 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 and Ad Hoc Committee to represent the Association. Within ten 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 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 ten days (or mutually agreed number of days) of its consideration by them it shall be referred to consideration to the Board's Review Committee. This committee shall be composed solely of member of the Board. Within ten 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 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. 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 and aides. Teachers and aides shall be informed of a telephone number they may call before 7:30 a.m. to report unavailability for work. Once a teacher or aide has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher or aide.

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

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

D. This Agreement shall supersede any rules, regulation 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.

E. 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.

F. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed

valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

G. An employee must retire on June 30th, following his 65th birthday, except that on petition of the employee, the Board may grant one year extensions of the retirement date and issue one year contracts as prescribed by the salary schedule. Said petition shall be filed on or before January 30th.

H. All employees shall be required to present evidence of negative TB skin test or X-ray within 15 days after opening of school.

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

J. Minutes, information of all Board meetings and all other information presented and available to the Board shall be sent to the Secretary of the Association at the same time the Board receives copies.

K. Paydays to be made bi-weekly.

L. Mail shall be delivered to the respective schools by the Post Office to insure prompt delivery.

DURATION OF AGREEMENT

This Agreement shall be effective as of August 29, _____, and shall continue in effect until the _____.

This agreement shall not extend orally and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

By _____
Its President

By _____
Its President

By _____
Its Secretary

By _____
Its Secretary

By _____
Chrmn. Negotiating Com.

By _____
Member

By _____
Negotiating Committeeman

By _____
Member

By _____
Negotiating Committeeman

By _____
Member

By _____
Negotiating Committeeman

By _____
Member

By _____
Negotiating Committeeman

By _____
Member

Dated this _____ day of _____, 19____

SCHEDULE A

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

		Non-degree schedule	
		* * * * *	
1.	\$7,500	6.	\$ 9,480
2.	7,860	7.	9,935
3.	8,237	8.	10,412
4.	8,632	9.	10,912
5.	9,046	10.	11,436
		*	1.
			\$6,160
		*	2.
			6,471
		*	3.
			6,797
		*	4.
			7,140
		*	5.
			7,500

The above schedule applies to the Bachelor's Degree. The amount of \$500 will be added for a Master's Degree. When a degree is granted, payment for the degree will be prorated for the year.

II. The school will pay \$11 per semester hour, per year for a maximum of 20 hours beyond either a Bachelor's Degree or Master's Degree with a provisional certificate. 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. Courses 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.

The school will allow \$11 per semester hour per year, during period of work on a Master's Degree, up to a maximum of twenty semester hours; evidence must be presented from the institution of higher learning, showing enrollment in a Master's Degree program. Remuneration allowances on contracts will be made as of August 31 of each year.

III-A. COMPUTATION of Service Credit Salary Purposes:

All Teachers (full-year, part-time, and part-year) shall, on an annual basis, have their years of teaching experience evaluated for salary purposes prior to issuance of their individual teaching contracts. Experience will be recorded in terms of full years and equated full days. Day-to-day sub-teaching shall not be credited except where the sub-teacher shall be paid on an experience basis. Equated full days shall be computed for part-year and part-time teachers. There shall be no rounding of days of experience in terms of full years, but for any given year a minimum of one-hundred-twenty (120) days of equated full-time teaching over and above the full years of experience a teacher may have shall allow an additional one year of experience credit on the salary schedule.

B. Service Credit Prior to Employment:

The local school district shall allow a maximum of five years service credit for salary purposes. This may include military and Peace Corps service, as per part C.

C. Service Credit for Military and Peace Corps Service:

Service credit for salary purposes for such service shall be as follows: for a minimum of two years service, advance one step on the salary schedule, for three or more years of service, advance two steps. Military service must follow some teaching experience. Peace Corps service must follow some teaching experience or college training which prepared the individual for regular teacher certification.

IV. Increment becomes 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: (items in

percents to be based on the years of experience in that said position within the St. Ignace City School system.)

Athletic Director	10%
Senior High Football Coach	10%
Pre-season (Pre-school)	\$100 per week
Senior High Asst. Football Coach and J.V.	6%
Pre-school practice	\$ 75 per week
Senior High Basketball Coach	12%
Senior High Asst. Basketball and J.V.	7%
Senior High Track Coach	6%
Yearbook Advisor	3%
Black and Gold News Advisor	2%
Student Council Advisor	3.5%
Dramatics Coach	3.5%
Band Master	7%
Band Master Summer Work	\$ 5.00 per hour
Intramural (Boy's & Girl's) Basketball	\$ 3.25 " "
Girls' Interscholastic Basketball
Senior Class Advisor	2%
Junior Class Advisor	2%
Driver Education (Overtime)	\$ 5.00 per hour
Junior High Saturday Basketball Program	3.25 " "
Forensics	3.25 " "
Debate	3.25 " "
Chorus	3.25 " "

VI. Substitute teachers to receive \$30 per diem.

VII. Certified Special Education Teacher's salaries to be 5% above their Base Pay.

VIII. Half-day teaching at high school level means three teaching periods plus one work period, based on an eight period day. Periods taught beyond three to be paid on a prorated amount basis.