

Aug. 1, 1971

LABOR RELATIONS LIBRARY
NEGOTIATIONS AGREEMENT
Michigan State University

OCT 18 1974

between the

Schoolcraft Board of Education

and the

Schoolcraft Education Association

Schoolcraft Community Schools

Schoolcraft, Michigan

Schoolcraft Bd. of Education

OFFICIAL SIGNATURES

Board of Education Negotiating Committee

By _____ Date _____
Chairman

By _____ Date _____
Representative

Schoolcraft Education Association Negotiating Committee

By _____ Date _____
Chairman

By _____ Date _____
Representative

By _____ Date _____
Representative

Board of Education

By _____ Date _____
President

By _____ Date _____
Secretary

Schoolcraft Education Association

By _____ Date _____
President

By _____ Date _____
Secretary

CODE OF ETHICS OF THE EDUCATION PROFESSION

(Adopted 1963 NEA Representative Assembly)

PREAMBLE

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 practice his profession according to the highest ethical standards.

The educator recognizes the magnitude of the responsibility he has accepted in choosing a career in education, and engages himself, individually and collectively with other educators, to judge his colleagues, and to be judged by them, in accordance with the provisions of this code.

PRINCIPLE I

Commitment to the Student

The educator measures his success by the progress of each student toward realization of his potential as a worthy and effective citizen. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfilling his obligation to the student, the educator --

1. 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.
2. Shall not deliberately suppress or distort subject matter for which he bears responsibility.
3. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
4. Shall conduct professional business in such a way that he does not expose the student to unnecessary embarrassment or disparagement.
5. Shall not on the ground of race, color, creed, or national origin exclude any student from participation in or deny him benefits under any program, nor grant any discriminatory consideration or advantage.
6. Shall not use professional relationships with students for private advantage.
7. Shall keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.
8. Shall not tutor for remuneration students assigned to his classes, unless no other qualified teacher is reasonably available.

PRINCIPLE II

Commitment to the Public

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. The educator bears particular responsibility for the development of policy relating to the extension of educational opportunities for all and for interpreting educational programs and policies to the public.

In fulfilling his obligation to the public, the educator --

1. 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.
2. Shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.
3. Shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities.
4. Shall not use institutional privileges for private gain or to promote political candidates or partisan political activities.
5. Shall accept no gratuities, 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.

PRINCIPLE III

Commitment to the Profession

The educator believes that the quality of the services of the education profession directly influences the nation and its citizens. He therefore exerts every effort to raise professional standards, to improve his service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. Aware of the value of united effort, he contributes actively to the support, planning, and programs of professional organizations.

In fulfilling his obligation to the profession, the educator --

1. Shall not discriminate on grounds of race, color, creed, or national origin for membership in professional organizations, nor interfere with the free participation of colleagues in the affairs of their association.
2. Shall accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.
3. Shall not use coercive means or promise special treatment in order to influence professional decisions of colleagues.

4. Shall withhold and safeguard information acquired about colleagues in the course of employment, unless disclosure serves professional purposes.
5. Shall not refuse to participate in a professional inquiry when requested by an appropriate professional association.
6. Shall provide upon the request of the aggrieved party a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
7. Shall not misrepresent his professional qualifications.
8. Shall not knowingly distort evaluations of colleagues.

PRINCIPLE IV

Commitment to Professional Employment Practices

The educator regards the employment agreement as a pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. He believes that sound professional personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect. The educator discourages the practice of his profession by unqualified persons.

In fulfilling his obligation to professional employment practices, the educator—

1. Shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.
2. Shall apply for a specific position only when it is known to be vacant, and shall refrain from underbidding or commenting adversely about other candidates.
3. Shall not knowingly withhold information regarding a position from an applicant, or misrepresent an assignment or conditions of employment.
4. Shall give prompt notice to the employing agency of any change in availability of service, and the employing agent shall give prompt notice of change in availability or nature of a position.
5. Shall not accept a position when so requested by the appropriate professional organization.
6. Shall adhere to the terms of a contract or appointment, unless these terms have been legally terminated, falsely represented, or substantially altered by unilateral action of the employing agency.
7. Shall conduct professional business through channels, when available, that have been jointly approved by the professional organization and the employing agency.
8. Shall not delegate assigned tasks to unqualified personnel.
9. Shall permit no commercial exploitation of his professional position.
10. Shall use time granted for the purpose for which it is intended.

NEGOTIATIONS AGREEMENT
BETWEEN
SCHOOLCRAFT PUBLIC SCHOOLS
AND THE
SCHOOLCRAFT EDUCATION ASSOCIATION

INDEX

Article I	Recognition
Article II	Teacher Rights
Article III	Professional Compensation
Article IV	Teaching Hours
Article V	Professional Qualifications and Assignment
Article VI	Teaching Conditions
Article VII	Leave Pay
Article VIII	Leaves of Absence
Article X	Teachers Evaluation
Article IX	Insurance Protection
Article XII	Negotiation Procedures
Article XIII	Professional Grievance Negotiation Procedure
Article XIV	Miscellaneous Provisions
Article XV	School Board Rights
Article XVI	Duration of Agreement
Article XVII	Teachers' Responsibilities
Schedule A	Salary Schedule 1969-70 1970-71
Incentive for Professional Growth	
Additional Benefits	
Group Insurance	

Schedule B

Extra-Curricular Duty Salaries

Official Signatures

Grievance Forms

September 12, 1969

This Agreement entered into this (thirty-first day of August, 1967) by and between the Board of Education of the Schoolcraft Community Schools of Schoolcraft, Michigan, hereinafter called the "Board" and the Schoolcraft Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Schoolcraft is their mutual aim and that the character of such education depends predominately 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 teaching personnel with respect to hours, wages, duties and other 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, including personnel on tenure, probation and on per diem appointments, classroom teachers, substitute teachers, guidance counselors, librarians, and all other teachers, 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 the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers

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 an individual teacher from presenting a grievance and giving 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 as such adjustment.

C. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board of Education 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 such teachers and remitted not less frequently than monthly to the Association.

In the event that a teacher does not join the Association and execute an authorization for dues deduction in accordance with the preceding paragraph, such teacher shall, as a condition of continued employment by the Board, cause to be paid to the Association a sum equivalent to the dues and assessments referred to in the paragraph. In the event this representation fee is not paid, the Board, upon receiving a signed statement from the association indicating the teacher has failed to comply with this condition, shall immediately notify the teacher that his services shall be discontinued as the end of the current semester. The refusal of said teacher to contribute fairly to the costs of negotiation and administration of this and subsequent Agreements is recognized as just and reasonable cause for termination of employment.

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 11

TEACHER RIGHTS

A. Pursuant to Act 379 of the Public Acts 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 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 Act 379 or other laws of Michigan or the Constitutions of Mich-

igan 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 teachers appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from an appropriate public agency, mutually agreed upon by both the Board and Association.

C. The Association and its members shall have the right to use school building facilities for meetings at all reasonable times that do not interfere with student education. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Associations either on or off school premises. Faculty bulletin boards in the teacher's lounges 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 developing intelligent, accurate, informed and constructive programs, together with information which may be necessary for the Association to process any grievance or complaint.

ARTICLE 111

PROFESSIONAL COMPENSATION

A. The salaries of teachers covered by this agreement are set forth in Schedules A, B, and C which are attached and incorporated in this agreement. Such salary schedules shall remain in effect during the two (2) year term of this agreement, provided, however, that upon written notice to the other party at least sixty (60) days prior to the first (1st) day of April every year of this Agreement either party may request the reopening of negotiation of such salary schedules.

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

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

D. 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 procedure shall be released from regular duties without loss of salary.

E. A teacher shall be released from regular duties without loss of salary at least two (2) days each year for the purpose of participating in the area or regional meetings of the Michigan Education Association.

ARTICLE IV

TEACHING HOURS

A. The teachers normal teaching hours in the secondary and elementary schools shall be as follows:

1. Teachers are to be in their respective schools 1/2 hour before school starts.
2. Teachers shall remain 1/2 hour after the students are dismissed.

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

C. All teachers shall be entitled to a duty-free uninterrupted lunch period as follows:

- (1) High school (Grades 7-12) minimum 30 minutes each day.
- (2) Elementary school (Grades K-6) minimum 40-50 minutes each day.

ARTICLE V

PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

A. Every teacher in the Schoolcraft Community Schools shall have a Bachelor's Degree and a valid Michigan teaching certificate appropriate to his field and assigned grade level. No teacher shall be hired without these minimum qualifications.

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, outside the scope of their teaching certificates or their major or minor field of study.

C. Teachers who will be affected by change in grade or subject assignments in the elementary school grades and by changes in subject assignment in the secondary school grades must be consulted and notified by their principals or superintendent prior to July First. However, under emergencies or lack of complete staff this can be adjusted.

D. Principal of the High School

- (1) General qualifications of a teacher in the State of Michigan.
- (2) General qualification of a teacher in the Schoolcraft Community Schools.
- (3) A Master's Degree, or higher, from an accredited college,
- (4) Graduate work in one or more of the following fields:
 - a. School Administration
 - b. Psychology,
 - c. Secondary Education
- (5) At least three (3) years successful teaching experience including teaching in the secondary schools.

E. Principal of the Elementary School

- (1) General qualifications of a teacher in the State of Michigan.
- (2) General qualification of a teacher in the Schoolcraft Community Schools.
- (3) A Master's Degree, or be completing a Master's Degree.
- (4) Graduate work in one or more of the following fields:
 - A. School Administration
 - b. Psychology
 - c. Elementary Education
- (5) At least three (3) years successful teaching experience in the elementary schools.

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. As the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that the class size should be kept within the following guidelines bases on present facilities:

Elementary

K- 2
3- 8

25 Students
30 Students

Secondary

English	30 Students
Social Studies	30 Students
Mathematics	
Geometry	30 Students
Algebra	30 Students
Trig	30 Students
Gen. Math	25 Students
Science	
Chemistry	24 Students
Biology	24 Students
Physics	25 Students
Jr. Hi. Sci.	28 Students
Ind. Arts	20 Students
Language	25 Students
Business	20 Students
Typing	22 Students
General Music	40 Students
Band and Chorus	Unlimited
Art	15 Students
Phys. Ed.	40 Students

A study committee consisting of the building Principal and two teachers shall be established for each building. If a teacher feels that he or she has an intollerable teaching situation involving an inflated class size; that teacher will refer the problem to the study committee. The committee will conduct study within ten school days of said refurral and present their recommendations at the next regular scheduled board meeting.

B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audiovisual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires and similar material are the tools of the teaching profession. The Board agrees that at all times to keep the schools reasonably and properly equipped and maintained.

The Board guarantees that it will provide sufficient textbooks to insure that each pupil in a classroom have textbooks for his own use. prior to changing a textbook or selecting a new textbook the teachers affected and/or a committee of such teachers will be given the opporunity to meet and consult with the superintendent or his designee regarding the proposed change or selection.

After a teacher's supply order is approved by a principal it will not be changed or rejected without notification to and consultation with the teacher except in cases of emergency.

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

In the event of an emergency dismissal and it is deemed necessary for teachers to ride the bus to help maintain order, teachers shall be taken on a volunteer basis. In the event there are no

volunteers from any of the school buildings, assignments may be made by the administration.

D. The Board shall make available in each school adequate rest-room and lavatory facilities exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted.

E. A school phone shall be available in the teacher's lounges, Each building shall be served by more than one line. All long distance calls shall be charged to the Schoolcraft Education Association and correspondingly billed to the one making the call.

F. Separate healthroom facilities shall be available in all schools for pupil use.

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 discrimination with respect to the professional employment of such teacher.

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

I. There shall be a free planning period each day equivalent to the regular class time for all secondary teachers employed by the District.

All elementary teachers will be guaranteed free planning time of at least 20 minutes for all special classes, (music, library, art). There shall be 30 minutes of library classes for 1969-70 and 1970-71.

J. Work-days shall be allowed at the close of each semester for the purpose of completing student records, reports, inventories, cumulative files and so forth. This shall apply to all teachers employed by the District. Work-days will be distributed as follows:

January
one full day

JUNE
two full days

K. All teachers who volunteer or are requested for noon hour supervision of students shall be paid \$2.00 per period of said supervision.

L. In the elementary school all collections of money will be handled through the school office.

M. Kindergarten Section:

A full time Kindergarten teacher shall be assigned no more than 2 sections per day. No half-time kindergarten teachers shall teach more than one section per day. No kindergarten section shall be dismissed later in the afternoon than the rest of the elementary school.

ARTICLE VII

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 for less than five years shall be allowed full pay for a total of ten (10) days in any school year. In September a report shall be made to each teaching employee of the Board of Education indicating the amount of sick leave credit.

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 illness with no subtraction of sick leave.

C. Each teacher shall be entitled to an accumulation for the unused portion of each year's leave which shall be available in future years up to ninety (90) days.

D. Upon retirement (age 62 for women and age 65 for men) a teacher shall be paid \$10.00 per each day for the unused portion of sick leave accumulated.

E. Once 90 days of sick leave has been accumulated a teacher shall be paid \$10.00 per each day of unused sick leave thereafter. The monies will be paid at the end of the school year.

ARTICLE VIII

LEAVES OF ABSENCE

A. Any teacher whose personal illness extends beyond the period compensated under Article VII 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, and after a physical examination, 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 teacher's sick leave allowance, shall be granted for the following reasons:
1. Sick leave allowance for a critical illness in the immediate family.
 2. Attendance at a ceremony awarding a degree to a staff member for such portion of the day as is necessary.
 3. One day, except when travel requires additional time, for the attendance at a school graduation of a son, daughter, husband, or wife.
 4. Time necessary for attendance at the funeral service of a person whose relationship to the teacher warrants such attendance with prior approval by the administration.
- C. Leaves of absence with pay, not chargeable against the teacher's sick leave allowance, shall be granted for the following reasons:
1. A maximum of five (5) days per school year for a death in the immediate family.
 2. Absence when a teacher is called for jury service.
 3. Court appearance as a witness in any case connected with the teacher's employment or the school or when ever the teacher is subpoenaed to attend any proceeding.
 4. Administration approved visitation at other schools for attending educational conferences or conventions, including Association meetings. Request should be submitted at least five (5) days in advance.
 5. Time necessary to take the selective service physical exam
 6. Time necessary for the conduct of personal affairs which cannot normally be handled outside school hours, such as performance of religious obligations, legal and medical and dental appointments when such appointments cannot be made at any other time to a total of four half-days or two full days and approved in advance by the Administration, excluding one day prior to and/or following vacation periods. Forms shall be available from the Principal of each building.
- D. Upon recommendation by the Superintendent the district will grant leaves for professional growth for a period not to exceed one (1) year and subject to the following conditions:
1. No more than one (1) person per year of the teaching staff will be absent on such leave at any one time.
 2. The teacher have completed at least five (5) years employment by the district.
 3. Compensation will be paid at one-half the annual salary rate for a full years leave or one-quarter of the annual salary rate for a semester's leave.
 4. The teacher will agree to return to employment in the district for two (2) full years following completion of studies, or one full year for one semester's sabbatical leave. Failure to abide by the agreement will result in return of full payment.
 5. Upon return, the teacher will be placed on the salary schedule at the level he would have achieved if he had not been absent.
 6. Applications for sabbatical leave shall be received by the superintendent no later than March 1 of the school year preceed-

ing the school year for which the leave is requested. Preference in granting such leaves will be based on both anticipated benefits to the district and length of service in the school system.

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

1. Study related to the teacher's license field.
2. Study research or special teaching assignment involving probable advantage to the school system.

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

F. A maternity leave shall be granted without pay, commencing not later than the end of the sixth month of pregnancy, except that 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 two (2) years.

G. Teachers who are officers of the State or National Association or are appointed to its staff should, upon proper application, be given 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 drafted or shall enlist in lieu of being drafted for a period of draft 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.

If a presently employed teacher's college education is interrupted by the military draft, he will be given up to two steps on the salary schedule, depending on the length of his military service. (1 year of military is equal to one year credit; any fraction thereof reverts to lower figure.)

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

ARTICLE IX INSURANCE PROTECTION

Pursuant to the authority set forth in Section 617 of the school Code of 1955, as amended, the Board agrees to furnish to all teachers the following insurance protection:

- A. The Board shall provide without cost to the teachers, group insurance of \$12.50 per month (\$150.) for the 1969-70 school year and \$18. per month (\$216.) for 1970-71 school year; to be applied as designated by the teacher to the MEA 4-Option Plan. (See Schedule A).

- B. Any teacher desiring a tax deferred annuity plan may apply by notifying the administration. There shall be a minimum of six applicants doing business with one company.

ARTICLE X TEACHER EVALUATION

A. All monitoring or observation of the work performance of a teacher shall be conducted openly with full knowledge of the teacher, and by qualified personnel. A minimum of two (2) observations shall be made of all probationary teachers and at least one (1) observation of all tenure teachers shall be made each semester. The use of eaves dropping, 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 except confidential material. 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. The same shall hold true for administration.

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 asserted by the Board or any agent or representative thereof shall be subject to the professional grievance negotiations procedure hereinafter set forth.

E. Each teacher shall have the right to review, discuss and object to his evaluation before its presentation to the Superintendent and the Board of Education. Should revision in such evaluation not be satisfactory to the teacher, the teacher shall be given the opportunity to discuss his evaluation at regular or special Board meetings before such evaluation becomes a part of his personal file.

ARTICLE XI PROTECTION OF TEACHERS

A. Since the teacher's authority and effectiveness in his classroom 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 in the classroom. 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 responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counsellors, social workers, law en-

forcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibility with respect to such pupil. This is not to be construed to negate the teacher's responsibility for average classroom discipline.

B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal 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 judicial authorities.

C. If any teacher is complained against or sued by reason of proper 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. The Board will reimburse teachers for any reasonable loss, damage or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises. 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 agreeable to both parties.

F. Any serious complaints directed toward a teacher shall be promptly called to the teacher's attention by the building principal or superintendent.

G. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

ARTICLE XII NEGOTIATION PROCEDURES

A. It is agreed that any and all matters not specifically covered by this Agreement but of concern to either party shall be subject to professional negotiations between them from time to time during the period of this agreement upon written request by either party to the other. The parties shall undertake to cooperate in arranging meeting, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters as promptly as possible.

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 (60) days prior to the first day of April, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board. Current contract will be operative until new agreement is reached. New agreement would be retroactive to beginning of new school year.

C. The Board's negotiating or bargaining representatives shall include at least two (2) members of the Board whenever possible. The Association's negotiating or bargaining representatives shall include at least (2) teacher members of the Association. 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 concession 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 as determined by the MEA.

E. Every agreement executed under the provision of Paragraph A and B of this article shall become effective immediately upon ratification by the Board and by the Association unless otherwise stated, and shall continue in force for the life of the master agreement and shall have the same force and effect as all other parts of the master agreement.

ARTICLE XIII

PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURE

I. Introduction:

A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, order or regulation of the Board may be processed as a grievance as hereinafter provided.

II. Steps of Procedures:

A. Level One

1. A teacher with a grievance may initiate this procedure within seven (7) days of the act of grievance in one of the following ways:
 - a) He may approach his immediate supervisor (e.g. principal) and discuss the matter in his own behalf, or
 - b) He may request that a representative of the Association accompany him in approaching his immediate supervisor. In such case, the supervisor shall not initiate any consultation with grievant prior to any scheduled meeting at which a representative is to be present.
2. In the event that steps (a) or (b) are unsuccessful or one of the parties to the grievance does not wish to use these steps the teacher may file a formal grievance on a form to be supplied by the Association. (see Appendix). The form shall be completed in triplicate, one copy for the grievant, one for the Association and one for the Immediate supervisor. ALL copies will progress through the necessary steps until resolved so as each copy has dispositions recorded. The Association will return the forms to the proper authorities upon resolving the grievance.

A formal grievance shall be filed as soon as possible with the building principal. Within three (3) school days of receipt of the grievance, except in case of absences

the principal shall meet with the Association in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within three days of such meeting, and shall furnish a copy thereof to the Association. In the event of absence, the principal shall have three (3) days upon his return to indicate his disposition.

B. Level Two

If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within three school days of such meeting (or six school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the superintendent. Within five school days the superintendent except in case of absence, shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within three school days of such meeting, and shall furnish a copy thereof to the Association. In event of absence, the superintendent shall have three (3) days upon his return to indicate his disposition.

C. Level Three

If the Association is not satisfied with disposition of the grievance by the superintendent or his designee, or if no disposition has been made within three school days of such meeting (or six school days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee, of the Board. The Board, or its designee no later than its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven days there after. A copy of such disposition shall be furnished to the Association.

D. Level Four

1. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to mediation before an impartial mediator. If the parties cannot agree as to the mediator, he shall be selected by the Labor Mediation Board in accord with its rules which shall likewise govern the mediation proceeding. The Board and Association shall not be permitted to assert in such mediation proceeding any ground or to rely on any evidence not previously disclosed to the other party. The mediator shall have no power to alter, add to or subtract from the terms of the Agreement. Both sides shall humor the decision of the mediator.
2. The fees and expenses of the mediator shall be shared equally by the parties.

III. Terms of Grievance

- A. 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 salary lost and without penalty with respect to salary step.
- B. The time limits provided in this article shall be strictly observed but may be extended by written agreement of

the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

- A. The Board agrees at all times to maintain an adequate list of substitute certified teachers. Teachers shall be informed of a telephone number they may call before 7:30 A.M. to report reason for unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute certified teacher.
- B. Any day that school busses cannot operate because of weather or road conditions, the school will be closed and the faculty will not be required to be present nor suffer loss of pay for that day.
- C. When heating problems (or other emergencies which are detrimental to the child's health) occur in school buildings neither pupils nor teachers will remain in conditions unsuitable for classroom work. Classes will not resume until the trouble has been corrected. This is subject to the decision of the building administrator.
- D. If students work in kitchen or cafeteria their time for such work shall be arranged to enable them to participate in all classes on the same schedule as all other students. Every student who works in cafeteria shall have a daily cleanliness check-up by lunchroom supervisor or other responsible person. If rashes, colds, or other suspicious symptoms are present, such pupils shall not work until screened by school nurse or checked by a doctor. It is recommended that all students helping in the cafeteria should have chest X-rays at the beginning of the school year or soon after. Health files on student workers shall be kept up to date and available at school office.
- E. No polygraph or lie detector device shall be used in any investigation of any teacher.
- F.
 - 1. The association will be provided with three (3) copies of minutes of official Board meeting simultaneously with the receipt of said minutes by the Board.
 - 2. A copy of the official agenda of the meeting will be available to the Association at the Superintendent's office and in each teachers' lounge prior to said meetings.
 - 3. All copies of complete fiscal, budgetary and tax programs presented to the Board and which affect the district shall be presented to the Association.
- G. The Association shall deal with ethical problems arising under 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.
The members of the Association will attach a Code of Ethics to the cover of this contract.
- H. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with the terms of the Agreement. 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 this Agreement shall be incorporated into and be considered part of the established policies of the Board.

- I. Contract Printing Deadline-
Copies of this agreement shall be printed at the expense of the Board of Education and presented to all teachers now employed or hereafter employed by the Board, within 30 days following ratification by both parties.
- J. 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.
- K. Every certificated teacher newly employed by the Board shall be given full credit on the salary schedule for each year, or major portion of a year, to a maximum of five years, for accumulated previous acceptable experience as a certificated teacher. All certificated teachers employed by the Board shall be advanced one step on salary schedule for each year, or major portion of a year, taught thereafter.
- L. Positions which will be vacant for at least one semester will, to the extent possible, be filled by personnel who have met the state certification requirement. After being employed in the same position for at least twenty (20) days a substitute teacher will be paid at the approximate rate on the regular teacher salary schedule as of the first day in said position as a long-term substitute.
- M. In those cases where a teacher is absent and a regular teacher substitutes voluntarily during non-teaching periods of his regular daily assignments, the teacher shall be paid an additional \$5. (five) for each hour substituted. Such arrangements will be made by the principal of the school.
- N. School Calendar-
A committee of two teachers from the negotiations committee shall sit in on all meetings dealing with drawing up the school calendar.
- O. Credit Union Deduction-
Teachers may sign and authorize payroll deductions to the Kalamazoo County Employees Credit Union. These deduction shall be mailed from the office 48 hours after the payroll checks are issued.

ARTICLE XV BOARD RIGHTS

The Association recognizes that the Board of Education is charged by law with certain responsibilities which it must assume and discharge. Nothing herein stated, or inferred, shall abrogate or usurp the legal position of the Board in the legal determination of policy. The Board of Education has the right to determine, with the advice and recommendation of the school faculty, the curriculum to be taught, textbooks to be used, the grading system and all other rules and regulations with regard to the conduct of the pupils on the school premises.

ARTICLE XVI DURATION OF AGREEMENT

This Agreement shall be effective as of August 1, 1969 and shall continue in effect for two (2) years until the August 1, 1971.

1969- 1970			1970- 1971		
STEP	BA	MA	STEP	BA	MA
1	\$6800	\$7200	1	\$7300	\$7700
2	\$7072	\$7488	2	\$7592	\$8008
3	\$7344	\$7776	3	\$7884	\$8316
4	\$7616	\$8064	4	\$8176	\$8624
5	\$7888	\$8352	5	\$8468	\$8932
6	\$8160	\$8640	6	\$8760	\$9240
7	\$8432	\$8928	7	\$9052	\$9548
8	\$8704	\$9216	8	\$9344	\$9856
9	\$8976	\$9504	9	\$9636	\$10164
10	\$9248	\$9792	10	\$9928	\$10472
11	\$9520	\$10080	11	\$10220	\$10780
12		\$10368	12		\$11088
13		\$10656	13		\$11396

LONGEVITY

A teacher shall receive a longevity payment of 5% of his annual regular salary beginning the 15th year; this amount shall be increased to 10% at the 20th year and at the 25th year 15% and to continue until retirement. This is interpreted to mean one raise at the 15th year, one at the 20th year and one at the 25th year.

EXTRA CURRICULAR DUTY SALARIES

	1969-70	1970- 71
HEAD FOOTBALL	550.00	650.00
ASST. FOOTBALL	350.00	450.00
ASST. FOOTBALL	350.00	450.00
HEAD BASKETBALL	600.00	700.00
J V BASKETBALL	400.00	500.00

IF AT ANY TIME ANY ITEM IS ADDED TO THE CURRICULAR DUTY THAT HAS BEEN CUT OR IN ADDITION TO THE SALARY WILL BE NEGOTIATED WITHIN (10) TEN SCHOOL DAYS FROM THE TIME OF REINSTATEMENT OR ADDITION.

INCENTIVE FOR PROFESSIONAL GROWTH

- A. In addition to salaries in Schedule A the Board agrees to pay for:
 - 1. BA Degree- \$10.00 per semester hour of college credit earned above BA requirements and beyond the 10 hour

requirement for permanent certification.

2. MA Degree- \$10.00 per semester hour of college credit earned above MA requirements.

These additions will be paid on a continuing basis.

- B. Compensation for between school transportation- Teachers assigned to instructional duties in both school buildings shall be paid for travel compensation, \$50.00 per school year, (vocal music, librarian, remedial reading, art). The transportation compensation will be given at one-half the allotment at the end of each semester.
- C. All teachers must show evidence of having earned 3 semester hours of college credit with in three years of September 1, 1968 and every three years thereafter. Other teachers coming under employment must meet this requirement 3 years with-in date of their employment. If this requirement is not met on or before stated date, the teacher will not progress further on the salary schedule.

GROUP INSURANCE

- D. The Board shall provide without cost to the teacher, group insurance protection of \$12,50 monthly or \$150.00 to be applied to the MEA 4 option plan as designated by the teacher This shall apply to all teachers employed during the 1969-70 and 1970-71 school year. The Board will pay \$18.00 a month or \$218.00 for the year 1970- 971.
- E. Teachers are allowed 10 days sick leave per year, cumulative to 90 days.

ARTICLE XVII

TEACHER RESPONSIBILITIES

1. Recognizing the need for proper orientation to district philosophy objectives, goals and purposes, teachers who are new in the district shall attend scheduled orientation programs to be conducted during the fall of the school year. The orientation program shall be held at a time when all new staff members can attend and shall extend one school day in duration. The orientation program shall not replace regularly scheduled building professional hours.
2. During the probationary period of teaching:
 - a.) The building principal may direct that a teacher devote a reasonable number of preparation periods (not in excess of 10) to observing classes conducted by other teachers in Schoolcraft Schools and other school systems.
 - b.) The probationary teacher may be directed to participate in a two hour per week session of not more than one hour each and extending over a period of not more than ten school weeks, designed to heighten the abilities of probationary teachers.
3. As an individual situation may warrant, a building principal will recommend, and the Superintendent may recommend that any teacher participate in after school inservice training program of not more than two hours per week of one hour sessions and extending over a period of not

more than ten school weeks, designed to heighten the capabilities of teachers. This shall be done during the normal school day, (8:00- 3:30).

4. All teachers are expected to assist other teachers by participation in demonstration teaching and sharing information on educational techniques and curriculum with fellow staff members.
5. Teachers shall not engage in Professional Association activities when it will interfere with teaching duties (time with students) with the exception of Article III, D, which is concerned with negotiations. (Article VIII, C, 4 is also included.)
6. Teachers not in attendance at teacher responsibilities 2 through 5 related to instructional program shall be referred to a committee by the building principal. This committee shall consist of two SEA members appointed by the SEA President, the Board Negotiator~~s~~ and administrator. This committee will decide (and follow through) the best way to reprimand the teacher in question.

SCHOOLCRAFT SCHOOL DISTRICT

GRIEVANCE REPORT

DISTRIBUTION OF FORM

- 1. Superintendent
- 2. Principal
- 3. Association
- 4. Teacher

Submit to Principal in Duplicate
Date Filed _____

STEP I

A. Date Cause Of Grievance Occurred _____
B. Statement of Grievance and Relief Sought _____

Signature _____ Date _____

C. Disposition by Principal _____

Signature _____ Date _____

D. Grievant and/or Association Position _____

Signature _____ Date _____

STEP II

A. Date Received by Superintendent or Designee _____
B. Disposition of Superintendent or Designee _____

Signature _____ Date _____

C. Position of Grievant and/or Association _____

D. Date _____ Signature _____

Building	Assignment	Name of Grievant	Date Filed

STEP III

A. Date Received by Board of Education or Designee _____

B. Disposition by Board _____

Signature _____ Date _____

C. Postition of Grievant and/or Association _____

D. Date _____ Signature _____

STEP IV

A. Date Submitted to Arbitration _____

B. Disposition of Grievance _____

C. Date of Decision _____

Signature of Arbitrator _____

NOTE: All provisions of Article VIII of the Agreement dated August 31, 1967, MUST BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.