

1966-67

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MASTER CONTRACT

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Shepherd Bd. of Educ.

M.E.A.
1216 KENDALE
E. LANS., MI.
48824

MASTER CONTRACT

1966 - 1967

This Agreement entered into this day of ,
by and between the Board of Education of Shepherd Public Schools,
Shepherd, Michigan, hereinafter called the "Board", and the
Shepherd 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 Shepherd
is their mutual aim and that the character of such education
depends predominately upon the quality and morale of the teach-
ing service, and

WHEREAS the members of the teaching profession are partic-
ularly 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, terms and conditions of employ-
ment, 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 II of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure, probation and on per diem appointments, classroom teachers, department heads, substitute teachers, guidance counsellors, librarians, speech and hearing therapists employed by or to be employed by the Board, 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 any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

C. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association) upon such conditions as the Association shall establish. Such sum shall be deducted as dues from the regular salaries of all teachers and remitted to the Association.

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

E. It is understood that the Board and the Superintendent are charged by law with certain responsibilities which they must assume and discharge and which may not be delegated. The agreements herein shall not be construed as impinging upon those legal responsibilities.

ARTICLE II

Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher employed by the Board shall have the right freely to organize, join and support the 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.

C. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings with permission of the building principals.

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 on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

ARTICLE III

Professional 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 (60) days prior to the first day of April of every year of this Agreement, either party may request the reopening of negotiation of such salary schedule for the following year.

B. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined, for 190 days.

C. 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, excluding week-ends and holidays.

D. Teachers shall not be required to attend more than two teachers' meetings per month, lasting not later than 5 P.M. and no other special meeting shall last later than 4:15 P.M.

E. If a teacher is engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including mediation, he shall be released from regular duties without loss of salary.

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

ARTICLE IV

Teacher Responsibility

A. The teacher's normal working hours shall be as follows:

	<u>HS</u>	<u>Elem</u>
(1) Be in building	8:20	8:20
(2) Be in room at	8:30	8:25
(3) Be in room 5 minutes before afternoon classes resume		
(4) Remain in room until	3:35	3:35
(5) Shall be available until	3:45	3:45

B. All teachers shall be entitled to a duty-free uninterrupted lunch period, unless paid for such time at the established rate.

ARTICLE V

Teaching Loads and Assignments

A. The normal weekly teaching load in the senior high school will be 21 teaching periods and 4 conference or planning periods. The normal weekly teaching load in the junior high school will be 21 teaching periods and 4 conference periods or planning periods. No departure from these norms shall be done so without the permission of the teacher involved and under the provisions of the salary schedule.

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 and 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 assignment in the secondary school grades will be notified and consulted by their principals as soon as practicable and prior to August 1, and with teacher approval after August 1. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such change.

ARTICLE VI

Teaching Conditions

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

A. Wherever feasible under the circumstances (availability of facilities and financial resources) the maximum number of pupils per teacher shall be as follows:

(1) Kindergarten	23 pupils
(2) Elementary school grades	30 pupils
(3) Special classes for handicapped or mentally retarded	15 pupils
(4) Secondary School Classes	
English	
Social Studies	
General Education	
Mathematics	30 pupils
Science	
Language	
Business	
Typing	32 pupils
Industrial Arts	25 pupils
Drafting	25 pupils
Vocational Shops	25 pupils
Homemaking	20 pupils
Music	35 pupils
Art 1st year	25 pupils
2nd year	20 pupils
Health Education	40 pupils

B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, 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.

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

D. The Board shall make available in each school subsequently built, adequate restroom, 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. Telephone facilities shall be made available to teachers for their reasonable use.

F. 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 disciplinary or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board and the Association, except when he is in violation of N.E.A. and M.E.A. Code of Ethics as adapted in 1963.

G. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, 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 IX

Leaves of Absence

A. Any teacher whose personal illness extends beyond the period compensated under Article VIII 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 or one of like nature. A doctor's certification of necessity for leave and return may be requested by the Board.

B. Leaves of absence with pay chargeable against the teacher's allowance shall be granted for the following reasons:

- (1) A maximum of five days per school year for a critical illness in the immediate family, as defined in the Sick Leave Supplement, No. 8, of the Board Policy.
- (2) One day when emergency illness in family requires a teacher to make arrangements for necessary medical or nursing care.
- (3) Attendance at a ceremony awarding a degree to a staff member for such portion of the day as is necessary.
- (4) One day for attendance at the school graduation of a son, daughter, husband or wife.
- (5) A maximum of two days per school year for the conduct of personal affairs which cannot normally be handled outside school hours, such as performance of religious obligations and medical and dental appointments when such appointments cannot be made at any other time. One day is provided for the first two years in the system. These days are not cumulative.
- (5 a.) Time necessary for attendance at the funeral service of person whose relationship to the teacher warrants such attendance.

C. Leaves of absence with pay and not chargeable against the teacher's allowance shall be granted for the following reasons:

- (1) A maximum of three 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 whenever teacher is subpoenaed to attend any proceeding involving the school.

(4) Approved visitation at other schools or for attending educational conferences or conventions, including Association meetings.

(5) Time necessary to take the selective service physical examination.

D. Leaves of absence without pay shall be granted upon application for one year beginning September 1 to four year teachers in the system for the following purposes:

(1) Study related to the teacher's areas of certification.

(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.

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

E. 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 within two years upon submission of written intention by February 1 of the first or second year. The maternity clause may be extended by the Board under extenuating circumstances.

F. Leave of absence will be granted of up to two years to any tenure teacher who joins the Peace Corps as a fulltime 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.

G. Teachers who are officers of the Association or are appointed to its staff should, upon proper application, be given leave of absence for one year without pay for the purpose of

ARTICLE X

Insurance Protection

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

A. The Board will provide without cost to the teacher public liability and accident coverage in an amount of not less than \$100,000 for each accident in the case of the following teachers exposed to special and unusual hazards in the course of their work for these following job classifications: driver education teachers, chemistry teachers, athletic coaches, physical education teachers, and shop teachers.

ARTICLE XI

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 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 personal tenure file. A representative of the Association may be requested to accompany the teacher in such review.

C. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present, within a 48 hour period.

D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance or violation of professional ethics asserted by the Board or any agent or representative thereof shall be subject to the professional grievance negotiations procedure hereinafter set forth. Extra-curricular duties are not covered by the for-mentioned paragraph.

ARTICLE XII

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. When 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, based on the recommendations of these persons.

B. Any case of assault upon a teacher shall be promptly reported to the respective principals. 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 as a result of reasonable 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 if found to be innocent.

E. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.

F. 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 XIII

Negotiation Procedures

A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this agreement upon request by either party to the other. This includes hours, wages, terms and conditions of employment. 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 the salary schedule 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 representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Mediation Board or take any other lawful measures it may deem appropriate.

ARTICLE XIV

Professional Grievance Negotiation Procedure

A. Any teacher or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board, or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms, or conditions of employment, may place a verbal grievance with the respective principal. A designated representative of the Association shall be present at such placement and the adjustment of the grievance. If the grievance is not resolved, a written grievance may be filed with the Superintendent within five working days.

B. Within five working days of receipt of the grievance the Superintendent shall meet with the Association's representative(s) in an effort to resolve the grievance. The affected teacher(s) may or may not be present at such meeting; either party may insist the teacher(s) be present. The Superintendent shall have five working days thereafter to approve or disapprove the grievance. If the grievance shall be denied by the Superintendent, the grievance shall be transmitted to the secretary of the Board within five working days, with a written statement of reasons why it is being disapproved. A copy of this statement shall be filed with the Association's Grievance Committee Chairman.

C. Within 35 calendar days from receipt of the grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance.

ARTICLE XV

Professional Study Committees

A. There may be established a Professional Study Committee composed of four members, two Board members and two teachers selected by the Association for each committee. The Professional Study Committee shall investigate into matters normally not negotiable but of common concern to the Association and the Board. Reports and recommendations will be made by the Committee(s).

ARTICLE XVI

Miscellaneous Provisions

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

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

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 supercede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supercede 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.

E. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

F. This Agreement shall not be effective until approved as to form by counsel for the Michigan Education Association, whose approval shall be noted thereon. Such approval shall in no way constitute the Michigan Education Association or its counsel a party to this Agreement, which shall be exclusively between the Board and the Association named in the first paragraph of this Agreement. The Board may exercise the same option regarding counsel for examination of the Agreement.

G. Not to exceed five years of credit for past years of teaching shall be given to teachers new to this system.

H. This agreement shall supercede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered part of the established personnel policies of the Board affecting teachers.

ARTICLE XVII

Duration of Agreement

This Agreement shall be effective as of September 1, 1966 and shall continue in effect until the 30th day of June, 1967. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

BY _____
Its President

BY _____
Its Secretary

EDUCATION ASSOCIATION

BY _____
Its President

BY _____
Its Secretary

Approved as to
form by Michigan
Education Association

Counsel

SCHEDULE A

Salary Schedule

<u>Step</u>	<u>B.S. or B.A.</u>	<u>Index</u>	<u>M.A. or M.S.</u>
0	\$5400	1.00	\$5700
1	5616	1.04	5928
2	5886	1.09	6213
3	6102	1.13	6441
4	6372	1.18	6726
5	6588	1.22	6954
6	6858	1.27	7239
7	7074	1.31	7467
8	7344	1.36	7752
9	7560	1.40	7980
10	7830	1.45	8265

GENERAL:

Health Insurance will be paid to the amount of \$10 a month per teacher for 12 months (one year) every year the teacher is in the service of the school system.

COMPENSATION FOR EXTRA RESPONSIBILITIES

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	<u>Each</u>
Elementary Noon Hour Supervisors.	\$250
Junior High Basketball Coach.	\$400
Senior High School	
Athletic Director and Assistant.	\$700
Head Football and Basketball Coaches.	\$600
Assistant Coaches.	\$400
J.V. Basketball and Football.	\$400
Baseball.	\$400
Cross Country.	\$400
Wrestling.	\$400
Track.	\$400
Golf.	\$300
Senior Class Sponsors (Amount divided among sponsors)	\$200
Junior Class Sponsors (Amount divided among sponsors)	\$200
Yearbook.	\$200

GENERAL:

1. Supervision of extra-curricular activities over instructional duties, such as selling at games, will be paid for at the rate of \$8 for each person per activity.
2. An extra class taken, when regular instructor is absent from the classroom for any reason, will be paid for at the rate of one-fifth of substitute's pay per hour taught or \$4 an hour, whichever is greater.
3. Any teacher who requests or is given 6 hours of classroom instruction each day, i.e. no conference hour, will be paid one-fifth of base
4. Same rate shall be paid for Master Degrees, regardless of the area of concentration.

5. If more state aid is appropriated, the salary committee reserves the right to reopen salary negotiations.
6. In no case shall there be a deviation from the negotiated contract.
7. Non-degree teachers shall not exceed base salary.
8. Non-degree teachers upon receiving their degree shall be placed on the step of the salary schedule in accordance with their experience in the system.