

June 30, 1971

A G R E E M E N T

BETWEEN

BOARD OF EDUCATION OF THE SHEPHERD PUBLIC SCHOOLS

Shepherd, Michigan

AND

THE SHEPHERD EDUCATION ASSOCIATION

Shepherd, Michigan

July 1, 1969 -- June 30, 1971

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
Agreement	1
I Recognition	2
II Association Rights	2
III Rights of the Board	5
IV Professional Compensation	6
V Teacher Responsibility	8
VI Teaching Loads and Assignments	9
VII Teaching Conditions	10
VIII Department Chairman	13
IX Vacancies, Promotions, Transfers and Assignments	13
X Leaves of Absence	15
XI Insurance Protection	19
XII Academic Freedom	20
XIII Teacher Evaluation	20
XIV Protection of Teachers	22
XV Negotiation Procedures	24
XVI Grievance Procedure	24
XVII Professional Study Committees	26
XVIII Miscellaneous Provisions	27
XIX Duration of Agreement	29
SCHEDULE A Salary Schedule	30
SCHEDULE B Compensation for Extra Responsibilities	31
SCHEDULE C School Calendar 1969-70	33
Letter of Intent	34

AGREEMENT BETWEEN
BOARD OF EDUCATION OF THE SHEPHERD PUBLIC SCHOOLS
AND
THE SHEPHERD EDUCATION ASSOCIATION

This agreement entered into this 26th day of August by and between the Board of Education of the 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 the Shepherd School District is their mutual aim, and

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

WHEREAS the parties have a mutual obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain in good faith 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 recognized the Association as the exclusive and sole bargaining representative for all certificated personnel whether under contract on leave, on a per diem basis, employed, or to be employed for or during the period of this contract by the Board, excluding Superintendent, Assistant Superintendent, Principals, Assistant Principals, and Community School Director. The term "teacher", when used hereinafter in this agreement, shall refer to all employees represented by the Association in the bargaining or negotiation unit as above defined.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE II

Association Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every certificated employee of the board not excluded in Article I shall have the right freely to organize, to join and support the Association for the purpose of engaging in collective bargaining or negotiations 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 aforementioned employee 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 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. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

C. The Association shall have the right to use school building facilities at all reasonable hours for meetings with permission of the building principals without charge providing the meeting is not in conflict with normal school usage or a previously scheduled commitment. This includes duly authorized NEA and MEA representatives, provided that the business transacted is business affecting the local Association.

D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

E. Association members acting as representatives of the Association on official Association business will be released from teaching duties providing the number of days totally per year does not exceed ten (10), and the Association pays the district the cost of the substitute teacher.

F. The Board agrees to furnish to the Association in response to reasonable requests from time to time pertinent information concerning the financial resources of the district, including but not limited to: Annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses

of all teachers, 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.

G. The Association shall be given the opportunity to advise the Board on any request for operational or bonding millage, extensive construction programs, or major revisions of educational policy, which are proposed or under consideration, prior to their adoption and/or general publication.

H. 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 action 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 NEA and MEA Code of Ethics as adopted in 1963 and determined by the Board. However, counsel will be sought from the local Ethics Committee.

I. 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 for educational opportunity to all pupils.

J. 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 Association has been given the opportunity to be present at such adjustment.

K. The Association dues shall be deducted from the teacher's total salary, divided into 21 or 26 amounts and deducted in even amounts from each biweekly salary payment. The dues for each teacher electing to join the Association shall be turned over to the Association treasurer within 30 days after the beginning of that teacher's employment. A statement of the amount of the dues to be deducted for each teacher will be supplied by the Association.

L. The Board shall also make payroll deductions upon written authorization from teachers, on or before the Monday prior to the first pay period, for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.

ARTICLE III

Rights of the Board

A. There is reserved exclusively to the Board all responsibilities, powers, rights, and authority vested in it by the laws and constitutions of Michigan and the United States.

B. It is agreed that the Board retains the right to establish and equitably enforce reasonable rules and personnel policies relating to the duties and responsibilities of teachers and their working conditions which are not inconsistent with the provisions of this Agreement or violative of law.

C. It is agreed that the Board has the right to expect teachers to possess and maintain sufficient good health, physical and mental, to adequately perform their respective duties and providing that in cases where inadequate performance in the classroom, as determined by classroom observation, in accord-

ance with Article XIII of this agreement, is believed to be the result of poor physical or mental health, a physical or psychological examination may be requested by the Board without loss of pay to the teacher. The choice of the doctor must be by mutual consent and the expense of the examination paid by the Board. Failure to comply with such request for examination may result in suspension.

ARTICLE IV

Professional Compensation

A. The salaries of teachers are set forth in Schedule A, which is attached to and incorporated into this Agreement. Such salary schedule shall remain in effect during the term of this Agreement, but is subject to the reopener clause as stated in Article XIX. Each teacher's contract salary shall be divided by 21 or 26 as specified by the teacher not later than the Monday prior to the first pay period.

B. Salary differentials for extra responsibilities are included in Schedule B. which is attached to and incorporated into this Agreement; provided, however, that the Board reserves the right to leave vacant any position paying a salary differential; and provided, however, that the Board may add positions to the said list but that the differential payable is to be determined by negotiations between the Board and the Association after the duties of the position have been defined. Stipends payable for extra responsibilities shall be paid in a lump sum following the conclusion of the activity: except in the cases of Special Education teachers, Band Directors, and the Athletic Director which shall be added to the teacher's contract salary.

C. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined, according to the school calendar.

D. 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.

E. Reimbursement of school personnel for authorized travel shall be at the rate of ten cents (10¢) permile. This travel is limited to three-hundred (300) miles round trip. It is understood by the Board and the Association that the reimbursed transportation expense does not constitute or represent a lease agreement for automobiles owned by said personnel. The Board shall provide liability insurance protection for teachers when a personal or school automobile is used as provided in this section. The minimum coverage shall be \$100,000 per person, \$300,000 per accident, \$25,000 property damage, and \$1,000 medical.

F. A teacher is entitled to be released from regular duties without loss of salary a maximum of two (2) days per year for the purpose of participating in approved professional meetings, conferences or workshops in the areas of the teaching responsibility. The total cost of attending said conferences, excluding salaries paid to substitute teachers, shall not exceed fifty dollars (\$50) per year for any one teacher. All requests must be submitted to the principal and approved by the superintendent at least five (5) school days prior to the meeting. Whenever transportation is provided by school vehicles, the cost for gas is to be borne by the Board, but charged against the above allotment. When it is necessary for a teacher to use his own vehicle to attend an approved conference the teacher shall be reimbursed at the rate of ten cents (10¢) per mile but in no case shall it exceed the fifty dollar (\$50) limitations stated above.

G. Credit shall be given for each year of teaching experience outside this system up to and including six years (6), excepting that additional credit shall be granted on the basis of one year (1) of credit for every two years (2) teaching experience, and excepting that experience earned prior to the last ten years (10) shall be limited to five years (5) credit on the basis of one year (1) credit for every two years (2) teaching experience.

ARTICLE V

Teacher Responsibility

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

1. Be in building 8:05
2. Be in room 8:15
3. Be in room 5 minutes
before afternoon
classes resume
4. Remain in room until 3:15
5. Shall be available until 3:30

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

C. Teachers shall not be required to report more than two days prior to the beginning of classes in Fall or to remain more than two days after classes end in Spring, excluding week-ends and holidays.

D. Teachers shall not be required to attend more than two teachers' meetings per month, lasting not later than 4:45 p.m. and no other special meeting shall last later than 4:00 p.m.. Notice shall be given at least 24 hours in advance.

E. Fridays and days before the beginning of a holiday, teachers may leave upon the departure of the buses.

F. Each teacher shall take inventory of all school property located in the room or rooms or area assigned at the beginning of each school year and shall again take such inventory prior to the closing of the school year.

The inventory shall be completed in three copies with one copy to go to the general office, one copy to the building principal, and one copy to be retained by the teacher. At any time that an item appears to be damaged or lost the teacher shall report said damage or loss at once but shall not be responsible for such damage or loss except in the case of negligence on the part of the teacher as determined by the grievance procedure.

G. Lesson plans shall be prepared and a copy for the ensuing week left with the supervising principal at or prior to the closing of school on Friday or any last day of any school week.

ARTICLE VI

Teaching Loads and Assignments

A. The normal weekly teaching load in the Junior and Senior high school will be twenty-five (25) teaching periods and five (5) conference or planning periods. The conference or planning period will normally be spent in the respective school building and the time devoted to school work, and not as a matter of practice to include supervisory duties. The teacher's teaching load shall not be increased without the consent of the teacher concerned and application of the appropriate provision or provisions of the Schedule pertaining to compensation for extra responsibilities.

B. Teachers shall not be assigned outside the scope of their teaching certificates or their major or minor field of study except temporarily and for good cause, and the Association shall be so notified in each instance, along with written statement of reasons for such assignment.

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. Changes after June 10th will be by mutual consent.

Every effort will be made to avoid reassigning probationary teachers to different grade levels unless the teacher requests such change.

D. Extra responsibilities shall be filled by mutual agreement between the administration and the teacher.

E. No secondary teacher shall have a six class schedule and no first year secondary teacher shall have more than three preparations, unless by mutual consent and the Association shall be notified in each instance.

F. No student teacher shall be used as a substitute without the permission of the supervising teacher. Under no circumstances will this be outside the college assigned classes.

G. Preference in making summer and extra-duty assignments shall be given to teachers employed the previous year in the district.

H. If a change in summer assignment is planned the teacher involved shall be notified at least 60 days prior to the close of the school year as defined by the school calendar. If a change in extra-duty assignment is planned the teacher involved shall be notified by June 10th of the current school year. A renewal of interest in writing for the summer position held the previous year, is expected of the teacher concerned, by 90 days prior to the close of the school year.

I. A full time counselor will not have a study hall or class.

J. One class free day of the school year shall be given to all Kindergarten teachers for filling out C.A. 60 forms.

ARTICLE VII

Teaching Conditions

A. The parties recognize optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association 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 toward insuring that the energy of the teacher is primarily utilized to this end.

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

1. Kindergarten	28 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	
Chemistry	24 pupils
Typing	32 pupils
Industrial Arts	
Drafting	24 pupils
Vocational Shops	
Homemaking	20 pupils
Junior High Vocal Music	40 pupils
Art 1st Year	25 pupils
2nd Year	20 pupils
Physical Education	40 pupils

The Association will be notified when the enrollment in any class exceeds the above standards.

C. 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 agree to 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 made by its representative and the Association.

D. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide a teacher reference library in each school in the district and include therein all texts which are reasonably requested by the teachers of that school.

E. 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.

F. Telephone facilities shall be made available to teachers in the senior high school and main elementary teachers lounges during the school year. These facilities should normally be used for school business only. Personal calls of an emergency nature only will be accepted by the office.

G. Each elementary classroom teacher shall be credited with a sum of five dollars (\$5.00) to be placed in a fund to be controlled by the grade level chairman for the purchase of sundry items, such as, tissues, paper plates, paper cups, cotton, crepe paper, paper sacks, etc., for use in the classroom.

H. The Board shall continually strive to provide the following items necessary for the performance of a quality job of education:

1. A separate, lockable file for each teacher.
2. A complete and unabridged Webster dictionary in every classroom in which English is taught in the Secondary School.

3. Four (4) up-to-date appropriate level dictionaries for each classroom.
4. Adequate storage space in each classroom for instructional materials.
5. Adequate attendance books, paper, pencils, pens, chalk, erasers and other such material required in daily teaching responsibility.
6. Black-out curtains and skylight curtains for classrooms.
7. At least one bookcase in each elementary classroom.

ARTICLE VIII

Department Chairmen

A. The teachers in any department in the Junior and Senior High School shall each year select from among their numbers a department chairman. In the Elementary school each grade level shall be considered a department. A Department Chairman shall be selected among all teachers in similar departments in the district. The Department Chairman shall exercise the coordination of programs and materials and shall serve as instructional liaison between the teachers of the department and the school administration. Such chairman shall not be considered a supervisory employee.

B. Each department shall prepare and submit an appropriate budget proposal for their department prior to March 1st of the current school year.

ARTICLE IX

Vacancies, Promotions, Transfers, and Assignments

A. A teacher may apply for any position at the time the position is known to be vacant. Such application shall be in writing, addressed to the superintendent of schools and a copy forwarded to the Association by the applicant.

B. In filling promotional vacancies to administrative positions the Board shall consider the professional qualifications, background, attainments,

and other relevant factors, including service in the school district, of all applicants from within the school district, as well as applicants from outside the school district. The parties recognize, however, that the filling of vacancies at the supervisory and administrative levels and the filling of newly created supervisory and administrative positions is a prerogative of the Board, and the decision of the Board with respect to such matters shall be final.

C. Whenever a vacancy in any professional position in the district within the bargaining unit shall occur, the Board shall publicize the same by giving notice of such vacancy to the Association. No vacancy shall be filled until such vacancy shall have been posted for at least seven (7) days, except in case of emergency, when such vacancy may be filled on a temporary or tentative basis until the end of the school year at which time the position will be considered vacant. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system of the district, and other relevant factors. An applicant with less service in the system shall not be awarded such position unless his qualifications (Ability, skill, efficiency, background, experience, training, knowledge and temperment) therefore shall be superior to applicants with greater service. "Service" in the system, for purposes of this Article, shall mean continuous employment in a school of the district, including substitute service, irrespective of tenure status, but shall exclude all period when the teacher was on leave of absence for any cause.

D. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such Transfer to supervisory or executive status.

ARTICLE X

Leaves of Absence

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 six (6) years shall be allowed full pay for a total of ten days in any school year; provided that all probationary teachers shall have been on-the-job at least ten (10) working days each year before becoming eligible for the provisions of this section. 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 six (6) years or more shall be allowed full pay for a total of fifteen (15) days absence in any school year. Each teacher shall be entitled to an accumulation for the unused portion of each year's sick leave, which shall be available in future years up to and including ninety (90) days, but which shall terminate automatically on the date that a teacher's resignation, accepted by the Board, becomes effective.

Teachers under contract for less than full time but half time or more will be allowed one-half the sick and emergency leave provided in this section. Teachers under contract for less than half time are not covered.

B. Any teacher who is absent because of an injury compensable under the Michigan Workmen's Compensation Law, shall receive from the Board full salary for the first week of absence; such absence shall be charged against the sick leave benefit at the rate of one half the time absent the first week.

C. Illness on days when school is not in session shall not be deducted from sick leave nor shall there be any loss in pay.

D. Any teacher whose personal illness extends beyond the period compensated under the previous sections of this Article shall be granted a leave of absence without pay for such time as is necessary for complete recovery

from such illness; except that leave for non-tenure teachers shall not extend beyond the current year. 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.

E. 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. Immediate family shall be defined as: spouse, father, mother, father-in-law, mother-in-law, brother, sister, child, or any other person within the household, dependent upon the teacher.
2. One day per school year when emergency illness in the immediate 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 per school year for attendance at the high school or college graduation of a son, daughter, husband or wife.
5. A maximum of two days per school year for the conduct of personal business affairs. One day is provided for the first two years in the system. These days are not cumulative. A teacher planning to use a personal leave day or days shall notify his principal at least one day in advance, except in cases of emergency. The teacher may be asked to explain the reason for any personal leave requested for a school day immediately before or after a holiday, week-end, or vacation period.

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

1. A maximum of five days per school year for a death in the immediate family
2. Approved visitation at other schools or for attending educational conferences or conventions.
3. Time necessary to take the selective service physical examination.

Leaves of absence without pay shall be granted upon application for one year beginning September 1st 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 certification other than that held by the teacher.
3. Study, research or special teaching assignment involving probable advantage to the school system with approval of the Board of Education.

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.

H. A maternity leave shall be granted to a tenure teacher 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. This portion of the maternity clause may be extended by the Board under extenuating circumstances. Tenure teachers shall be entitled to return within two (2) years upon submission of written intention by February 1st of the first or second year. However, in no case will the teacher be permitted to return without a doctor's statement attesting to her good health. An additional year may be granted under extenuating circumstances. A female teacher adopting a child may receive similar leave which shall commence upon entry of an order terminating the rights of the natural parents by the probate court. A teacher returning from leave provided in this paragraph shall be placed on the appropriate step of the salary schedule. Completion of the school year is recognized as a full increment: completion of a semester is recognized as one half ($\frac{1}{2}$) increment. Experience of less than a semester shall not be recognized.

I. A leave of absence of up to two (2) years shall be granted to any tenure teacher, upon application, for the purpose of participating in exchange teaching programs in other states, territories or countries; foreign or military teaching programs; the Peace Corps, Teacher's Corps, or Job Corps as a

full-time participant in such programs; or a cultural travel or work program related to his professional responsibilities; provided said teacher states his intention to return to the school system. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.

A teacher on leave for at least a semester shall be required to notify the Superintendent's office, in writing, not less than ninety (90) days prior to the expiration of leave, whether he will return to employment. A teacher not conforming to this notice requirement may have his employment terminated.

J. Tenure teachers who are officers of the Association or are appointed to it's staff will, upon proper application, be given leave of absence for one year without pay for the purpose of performing duties for the Association. A second year will be granted provided that the assignment necessitates the additional time. Teachers given leaves of absence without pay shall receive credit toward annual salary increment on the schedule appropriate to their rank.

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

L. The Board shall grant a leave of absence for one year without pay to any tenure teacher to campaign for, or serve in, a public office. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the system during such period.

M. A leave of absence will be granted a teacher called for jury service or as a witness in a court case. Compensation from the district will continue

as if the teacher were on duty but an amount equal to the jury fee or witness fee received (exclusive of travel allowances or expenses) will be deducted in order to defray the cost of hiring the substitute teacher.

N. Terminal Leave

1. All teachers who have a minimum of ten years of service as full-time employees with the Shepherd Public Schools, and are retiring or could have retired at time of death while in the system, shall receive under the provisions of the Michigan Public School Employees Retirement Act, the employee's unused accumulated sick leave days (up to a maximum of 40) at the present daily rate of substitutes pay.
2. In case of death of any teacher working in the system, payment of accumulated sick leave at the rate of substitutes pay, shall be made to his beneficiary.

ARTICLE XI

Insurance Protection

A. The Board will provide without cost the the teachers, bodily injury and property damage liability insurance limited to a maximum coverage of one million dollars (\$1,000,000.)

B. The Board shall provide \$17.50 per month for each employee to be applied toward health insurance from Michigan Blue Cross-Blue Shield or Michigan Education Association Super Medical. Employees not wishing health care protection may apply the allotment toward the following options of the Michigan Education Association Special Services Association: Group term life insurance, Loss of time insurance, "500" Major Medical.

Any teacher not taking health insurance automatically becomes a member of the defined group for dental insurance. Any remaining amount of funds left in the individual's insurance allotment after the cost of dental insurance is removed may be applied to the above stated options.

ARTICLE XII

Academic Freedom

A. The parties seek to educate young people in the American tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.

B. Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning subject only to accepted standards of professional educational responsibility set forth in the Code of Ethics of the Education Profession.

C. Freedom of individual conscience, association, and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interests of the school and to exhibit by appropriate examples the basic objectives of a democratic society.

ARTICLE XIII

Teacher Evaluation

A. The work performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated at least two times annually; with one evaluation to be made the first semester. Tenure teachers shall be evaluated at least once each year.

B. Two copies of each written evaluation shall be submitted to the teacher at the time of personal interviews or within ten (10) days thereafter; one to be signed and returned to the administration, the other being retained by the teacher. In the event that the teacher feels his evaluation was unjust, he may within ten (10) days, put his objections in writing and have them attached to the evaluation report to be placed in his personal file. All evaluations shall be based upon valid criteria for evaluating professional growth.

C. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. Evaluations shall be conducted by a qualified administrator.

D. 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. The review shall be made in the presence of the administrator responsible for the safekeeping of such file.

E. 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, or reviewing his evaluation data. 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.

F. 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 responsibilities are not covered by the fore-mentioned paragraph. This section in no way supersedes the Board's authority and responsibility for evaluating and granting teacher's tenure status.

G. 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.

H. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. The Board, in recognition of the concept of progressive correction, shall notify the teacher in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction. Alleged breaches of discipline or the code of ethics of the education profession shall be promptly reported to the offending teacher and to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, will institute proceeding against the offending teacher.

ARTICLE XIV

Protection of Teachers

A. 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. When a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or

other professional persons, as determined by the teacher or teachers and the administration, the Board will take reasonable steps to improve the situation for both the teacher and the child. If a teacher or teachers feel adequate steps have not been taken to correct the problem a grievance may be filed.

B. Any case of assault upon a teacher, resulting from school or school related activities, shall be promptly reported to the respective principal. 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, except in cases where the Board prefers charges.

C. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his employment, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense, except in cases where the Board prefers charges.

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 formal complaints by a parent of a student directed toward a teacher, which becomes a matter of record, 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 negligence or neglect of duty, for any damage or loss to person or property.

ARTICLE XV

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 negotiations between them from time to time during the period of this Agreement upon request by either party and the consent of the other.

B. 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 the Board of Education and 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. The agreements shall be reduced to writing and shall apply to all teachers.

C. In the event the negotiations described above reach an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965, as amended from time to time, shall be followed when requested by either party.

ARTICLE XVI

Grievance Procedure

A. A "grievance" shall mean a complaint by a teacher or group of teachers or by a member or members of the school management team or by the Board or the Association based upon an event, condition, or circumstances under which an individual or group works, allegedly caused by 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.

B. Grievances should be filed with the appropriate person or persons. A designated representative of the Association shall be present at the placement and at the adjustment of the grievance. If adjustment takes place during the school day the designated representative of the Association will be released from his regular duties.

C. An ordinary working condition grievance is to be filed verbally with the supervising principal in the case of a teacher-orientated problem. If the grievance is not resolved in five (5) working days it shall be filed in written form. If the grievance is then not resolved in five (5) working days or if the grievance has system-wide applicability, Association-orientated grievances shall be forwarded to the Superintendent of Schools and the management-orientated grievances shall be forwarded to the chairman of the Association Grievance Committee.

D. Within five (5) working days of receipt of the grievance the Superintendent or designated representative and the Association shall meet in an effort to resolve the grievance. The affected personnel may or may not be present at such meeting; either party may insist that said personnel be present. In the event the Superintendent or his designated representative and the Association cannot resolve the grievance, it will be forwarded to the Secretary of the Board at least five (5) days prior to the next regular scheduled Board meeting. The Board shall pass upon the grievance as soon as possible, but no later than five (5) working days after the next regularly scheduled Board meeting.

E. 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 arbitration before an impartial arbitrator upon written notice to the Board. If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, he shall be selected from the list of qualified arbitrators from the Michigan Labor Board in accord with its rules and procedures. The board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement as written. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the parties.

F. No grievance shall be filed later than ten (10) days following an awareness of the alleged grievance and no later than ten (10) days following the effective date of termination of services.

Where strict adherence to the time limit may result in hardship to any party, the Superintendent or designated representative shall make every effort to expedite teacher-orientated grievances filed after May 15th.

ARTICLE XVII

Professional Study Committees

A. There may be established a Professional Study Committee composed of seven members, two Board members, two teachers and three Principals. 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).

B. A school-wide curriculum study committee consisting of two teachers

from each of the following levels, early elementary, later elementary, junior high and senior high shall be appointed by the Executive Board of the Association. This Committee shall study the school curriculum as a whole and make recommendations to the Board. These recommendations shall be made to the Board by March 15th.

ARTICLE XVIII

Miscellaneous Provisions

A. Teachers shall be informed of a telephone number they may call before 7:15 a.m. to report unavailability. It shall be the responsibility of the administration to arrange for a substitute teacher. If a teacher fails to call within the time specified without good reason a grievance may be filed.

B. This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

C. 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.

D. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

E. Anytime the Board of Education holds regularly scheduled meetings other than at the regularly scheduled time, the Association shall be notified at least 24 hours in advance as to time and place of the meeting.

F. For the term of this Agreement the school calendar shall be set forth in Schedule C. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association.

G. A teacher who resigns and later desires to be reemployed does not have the privilege of reinstating sick and emergency leave accumulated under the provisions of this Agreement.

H. The Association agrees to maintain an Ethics Committee which shall consider Association or Board criticism or comment on teacher conduct.

I. If at all possible the school administration will notify the Mt. Pleasant radio station (WCEN) by 7:00 a.m. in the event school has been called off.

ARTICLE XIX

Duration of Agreement

This Agreement shall be effective as of July 1, 1969 and shall continue in effect until the 30th day of June, 1971 except Schedule A and B and Article XI, Section B, which may be reopened by request of either party for the 1970-71 school year. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

President

President

Secretary

Secretary

SCHEDULE A

Salary Schedule

<u>Step</u>	<u>Bachelor's</u>	<u>Bachelor's + 15</u>	<u>Index</u>	<u>Master's</u>	<u>Master's + 15</u>
0	6,800	6,900	1.00	7,200	7,300
1	7,072	7,172	1.04	7,488	7,588
2	7,412	7,512	1.09	7,848	7,948
3	7,820	7,920	1.15	8,280	8,380
4	8,160	8,260	1.20	8,640	8,740
5	8,500	8,600	1.25	9,000	9,100
6	8,840	8,940	1.30	9,360	9,460
7	9,180	9,280	1.35	9,720	9,820
8	9,520	9,620	1.40	10,080	10,180
9	9,860	9,960	1.45	10,440	10,540
10	10,200	10,300	1.50	10,800	10,900

Fifteen (15) hours of graduate credit by September 1st of the current year will increase total salary \$100. A transcript of record is required and increase (\$100.) will be paid at the end of the first semester.

SCHEDULE B

Compensation for Extra Responsibilities

Elementary:	Each
Building Chairman: -- Winn	250
Noon Hour Supervisors	250
Remedial Reading Program - each	150
Junior High:	
Basketball	400
Senior High:	
Athletic Director and Assistant	700
Head Football and Basketball Coaches	750
Assistant Coaches	425
J.V. Basketball and Football	425
Baseball	425
Cross Country	425
Wrestling	425
Track	425
Golf	325
Freshman Athletics (Basketball)	175
Audio-Visual	100
Yearbook	200
Forensics	100
Debate	150
Play (per one)	150
Band	650
Student Council (Senior High)	50
FHA	100
Special Education	500
Senior Class sponsors	250
Junior Class sponsors	200
Sophomore Class sponsors	100
Freshman Class sponsors	100
Cheerleaders (Varsity and J.V.)	200
Cheerleaders (7,8,&9)	100

1. Substitute teachers shall receive \$24.00 per day. A substitute teacher teaching in a teaching position for a period of time amounting to over ten (10) days will be paid at the rate of \$27.00 per day commencing on the 11th day and will continue until the termination of the specific teaching assignment.

2. An extra class taken, when the regular instructor is absent from the classroom, will be paid for at the rate of \$6.12 per class period. This paragraph may be waived by the consent of both teachers involved and the responsible administrator.

3. Any teacher who is assigned and voluntarily accepts 6 hours of classroom instruction each day, i.e. no conference hour, will be paid one-fifth of his respective base extra unless by mutual consent of the Association and the Board.

4. Non-degree teachers shall not exceed base salary.

5. 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, but not to exceed Step 5.

SCHEDULE C

School Calendar 1969-70

August 28-29	Teachers Meetings
September 2	Students Attend $\frac{1}{2}$ day, Teachers meetings in afternoon
September 3	1st full day of class
October 21-24	No School
November 26-27-28	No School Thanksgiving Recess
December 1	School Resumes
December 24	Christmas Vacation (No School)
January 5	School Resumes
January 15-16	Semester Tests
January 19	Cards and CA-39 (No School for Students)
March 27	Easter Break (No School)
April 1	School Resumes
June 2-3	Semester Tests
June 4	Cards and CA-39 (No School for Students)
June 5	Students Receive Report Cards Commencement

LETTER OF INTENT

1. It is agreed that the elementary office will implement the necessary procedures for the attendance records to be kept by that office.
2. It is agreed that an association-management committee study the problem of money and fee collections by teachers in the elementary school and that recommendations be made by January 1, 1970. All facets of the situation will be reviewed.