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MASTER CONTRACT -- SPRINGPORT PUBLIC SCHOOLS

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MASTER CONTRACT SPRINGPORT PUBLIC SCHOOLS

This Agreement entered into this 1st day of July, 1969, by and between the Springport Education Association, an unincorporated association hereinafter called the "Association" affiliated with the Michigan Education Association, hereinafter called the "MEA" and the National Education Association, hereinafter called the "NEA", and the Board of Education of Springport Public Schools, Jackson, Calhoun, Eaton and Ingham Counties, Michigan, hereinafter called the "Board". The signatories shall be the sole parties to this agreement.

WITNESSETH:

WHEREAS, the Board of Education and the Association recognize and declare that providing a quality education for the children of Springport is their mutual aim and that the character of such education depends in large part 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 336 of P.A. of 1947, as amended by Act 379 of P.A. of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

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

ARTICLE I
RECOGNITION

A. The Board hereby recognizes the Association as exclusive bargaining representative for the purpose of Act 336 of P.A. 1947, as amended, and as defined in Act 379 of 1965, for the following described bargaining unit:

All full-time and regularly employed part-time certified teachers employed by the Board plus the athletic director, excluding therefrom substitute teachers, appointment of extra curricular positions, and supervisors such as, Superintendent of Schools, Administrative Assistants, Business Manager, Principals and Assistant Principals and all non-certified employees. Substitute teachers working more than 20 consecutive days shall become a member of this bargaining unit for the duration of the consecutive days of employment.

B. Definitions.

(1) The term "teacher" when hereafter used in this agreement, shall refer to all employees represented by the Association in the bargaining unit or in the negotiating unit as above defined and reference to male teachers shall include female teachers.

(2) The term "Board" shall include its officers and members and or its agents.

C. The Board agrees not to negotiate with or recognize any teachers organizations other than the Association for the above described bargaining unit for the duration of this agreement. Nothing contained herein shall be construed to prohibit an 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 the agreement providing that the Association has been given the opportunity to be present at such adjustment.

D. Dues Deduction:

(1) The Board agrees to deduct from the salaries of teachers dues for the Springport Education Association, the Michigan Education

Association and the National Education Association, when authorized in writing.

(2) Regular dues for any or all of the above-stated organizations shall be deducted together, as one deduction, in ten equal bi-weekly installments beginning with first pay period in October.

(3) Form shall be 1969 M.E.A.

(4) Dues authorizations filed with the Superintendent on or before the 15th day of school of each year, shall become effective with the first scheduled dues deduction of the coming school year. Dues authorizations filed after the 15th day of school by teacher hired prior to September 1 of each year shall be deducted from the first five pay periods of the second semester. Any teacher hired on or after the first day of September of each year shall have 15 days to file a dues authorization card with the Superintendent.

(5) Dues authorizations once filed with the Superintendent shall continue in effect until a revocation form in writing and signed by the teacher is filed with the Superintendent and the Treasurer of the Association.

(6) The Association shall, on or before the 15th day of each school year, give written notification to the Superintendent of the amount of its dues and those of the MEA and NEA which dues are to be deducted in the coming school year under such dues authorizations. The amounts of deductions for these dues, as per said written notification shall not be subject to change during the entire school year.

(7) For the purpose of this Article, the term "school year" shall include the period beginning with the first teacher working day of school in the fall through the last teacher working day of school in the spring.

(8) Dues deductions shall be transmitted by the Superintendent to the Springport Education Association Treasurer within thirty (30) days after such deductions are made. The Association shall be responsible for disbursements of MEA and NEA dues paid to it to the Treasurers of those organizations.

(9) All refunds claimed for dues of the Springport Education Association, MEA or NEA under such dues authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction and agrees to hold the Board harmless from all claims of excessive dues deductions. The Board agrees to assist the association in determining the validity of refund claims.

(10) Any dispute between the Springport Education Association and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this Article shall be reviewed with the employee by a representative of the Board. Until the matter is disposed of, no further deductions shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.

(11) The Association will protect and save harmless the Board from any or all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with this Article.

ARTICLE II Association and Teacher Rights

Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every teacher shall have the right freely to organize, join and support the Association for the purpose of

engaging in collective bargaining or negotiation or other lawful 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 the Act 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 or participation in any lawful activities of the Association or in collective professional negotiations with the Board, or his institution of any grievance, complaint or preceeding under this Agreement or otherwise with respect to any terms.

(B) Nothing contained herein shall be construed to deny to restrict to any teacher rights he may have under the Michigan General School Laws or other applicable 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 facilities and office equipment such as typewriters, mimeograph machines, other duplicating equipment, calculating machines and also audio-visual equipment. The use of said equipment shall be at such reasonable cost of all materials, labor and supplies incidental to such use and further the association agrees to pay for any damage to said equipment incidental to association use.

(D) The Board agrees to make available to the Association in response to requests from time to time available public information such as, but not limited to annual and monthly financial reports and audits, register of certificated personnel, budgets as prepared for the allocation board and the final budget as fixed by the Board of Education, census and membership data, names and addresses of all teachers, salaries paid to all teachers, information on degrees held by teachers and places of education of teachers or such other available information as is necessary to process a grievance pursuant to this contract. The Board further agrees to furnish the association copies of agendas and minutes of all meetings within seven (7) calendar days of a board meeting.

(E) Authorized representatives of the MEA and NEA may upon checking in with the building principal, enter the school building for the purpose of transacting official Association business during the school day. Representatives of the SEA need not check in. It is expressly understood that any SEA, MEA, or NEA representative shall not during the course of his visit interrupt or interfere in any way with normal school operations, nor shall he have the right to take a teacher away from his duty station. Further, any MEA or NEA representative not so checking into the school building or any representative taking a teacher away from his duty station may be barred from further access to the building during the school year and any teacher conversing with a representative knowing that said representative has not complied with the provisions of this paragraph shall be subject to a reprimand the first time and further disciplinary action thereafter.

(F) The Association shall have the exclusive right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use teacher mail boxes for communications to teachers, all such notices shall be signed.

(G) The Board shall employ the principle of teacher involvement by soliciting the association written position before taking action, if possible, on any new or modified fiscal, budgetary or tax programs,

construction programs, or major revisions of educational policy, which are proposed or under consideration.

(H) The private and personal life of any teacher in his religious or political activities, is not the concern of the Board and shall not be grounds for discipline or discrimination with respect to professional employment. The Association agrees that disciplinary action may be taken if a teacher in his private life, conducts himself in such a manner that his conduct adversely affects his relationship to the students or the discharge of his teaching duties.

(I) The provisions of this AGREEMENT shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status. Membership in the Association shall not be denied to any teacher because of race, creed, sex, marital status, or national origin.

(J) The organizational rights granted herein to the Association shall not be granted or extended to any competing Labor Organization.

(K) The Board shall place on the agenda of each regular board meeting as the first item for consideration under "new business" any reasonable matters brought to its consideration by the Association so long as those matters are made known to the Superintendent's office in writing four days prior to said board meeting.

(L) Academic freedom shall be fostered. Teachers shall be encouraged to present all facets in investigation, presentation and interpreting of facts and ideas concerning man, human society, the physical and biological world and other branches of learning, subject to accepted standards of professional responsibility set forth in the Code of Ethics of the Education Profession.

(M) Freedom of individual expression will be encouraged, recognizing the concept of development of self through human interaction. It is further recognized that teaching methods should foster within their style promulgation of good mental health. Procedures will be developed in teaching to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

ARTICLE III BOARDS RIGHTS

The employer, on its own behalf and on behalf of the electors of the school district, hereby retain and reserves unto itself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and the United States, including, but without limiting the generality of the foregoing, the right:

(A) To the executive management and administrative control of the school system and its properties and facilities, and the professional activities of its employees.

(B) To hire all employees, and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees:

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the employer, the adoption of policies, rules, regulations and practices in furtherance hereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms hereof and in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

(C) In the event that one of the Boards representatives is found guilty of willfully engaging in an unfair labor practice the board agrees to terminate the employment of said representative by the end

of the current school year if the unfair practice has not been corrected by that time.

ARTICLE IV
FAIR EMPLOYMENT PRACTICES

(A) As a condition of employment newly employed teachers must join the SEA, the MEA and NEA or pay a sum equivalent to the total of these dues to the local association. Exempt from this requirement are those teachers who were employed in the Springport Public School District and not a member of the SEA, MEA, or NEA in the school year 1968-69. The board agrees to desmiss any teacher who does not comply with these criteria.

(B) The Board agrees that it shall not discriminate against any teacher on the basis of race, color, creed, national origin, sex, marital status, or membership in or lack of membership, or participation in the activities of the Association or any other teacher organization, nor to discriminate against a teacher because of his institution of a grievance, complaint or proceeding under this agreement.

(C) The Association agrees that it shall admit all teachers to its membership without discrimination by reason of race, creed, color, national origin, sex, or marital status, and to represent equally all teachers without regard to membership or lack of membership or participation in or association with the activities of any other teacher organization.

ARTICLE V
TEACHING LOADS AND ASSIGNMENTS

(A) Teacher's shall be required to report for duty 30 minutes before the opening of the pupils' regular school day in the morning and at assigned teaching stations fifteen minutes before classes begin. Teachers shall be permitted to leave 15 minutes after close of the pupils' regular school day. Teachers are encouraged to remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teacher, except that on Fridays or on days preceeding holidays or vacations, the teacher's day shall end at the close of the pupils' day.

(B) The normal weekly teaching load in the junior and senior high school will be 25 teaching periods and five unassigned preparation periods or not to exceed an average of 5 hours of pupil contact per day. Assignment to a supervised study period shall be considered a teaching period for purposes of this Article. The normal weekly teaching load in the elementary school will be 30 teaching periods or not to exceed 6 hours of pupil contact per day. Newly employed, inexperienced teachers shall be assigned the lowest class size at their teaching levels whenever possible.

(C) All teachers shall be entitled to a duty-free uninterrupted lunch period of not less than 40 minutes.

(D) Elementary teachers will be provided two fifteen minute relief periods each day, to be gained by participating in a rotating recess supervision program, plus at least 30 minutes per week of other released time furnished by other arrangements. In addition elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists.

(E) No departure from the above norms, except in case of emergency, shall be made without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such

deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.

(F) Staff meetings will not exceed 40 hours per year or six hours in any given month. Building staff meetings will not exceed 1 hour in any given session. All other meetings will not exceed 2 hours in any one session. Teachers will be required to attend meetings called by the administration subject to the above limitations.

(G) A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any mutually agreed upon professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.

(H) It is recognized and agreed by the Association and the Board that in all cases the assignment or reassignment of teachers is the responsibility of the Administration. All teachers shall have mailed to them not later than the 2nd day of July written notice of their schedules for the forthcoming year. In no event will changes in teachers' schedules be made later than the 2nd day of July preceding the commencement of the school year unless an emergency situation requires a change. In all cases, the Superintendent or other designee of the Board shall determine if an emergency situation is present and said determination shall not be subject to the grievance procedure. When an emergency situation arises no teacher shall be required to teach outside of his major or minor field without consent of said teacher.

(I) Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible to meet the following optimum standards and maximum numbers.

1. <u>Elementary</u>	<u>Optimum</u>	<u>Maximum</u>
Kindergarten	16	22
First-Second Grade	15	22
Third-Fifth Grades	18	25
2. <u>Middle and Secondary</u>		
Where the middle school classrooms may be self-contained as in the elementary grades, the above optimum and maximum for Third-Fifth grades will apply)		
English		
Social Studies		
Mathematics		
Science	28	25
Language		
Business		
Typing	25	30
Industrial Arts	15	20
Drafting	25	30
Vocational Shops	15	20
Homemaking	15	20
Music	30	40
Art	20	25
Physical Education	28	35
Hygiene	18	25
3. <u>Special Education</u>		
Special classes for handicapped or mentally retarded	10	15

4. The ratio of pupils to total classroom teachers within the district shall not exceed 27 to 1.

(J) Since the frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested

transfers of teachers are to be minimized and avoided whenever possible.

(K) Any teacher who shall be transferred to a supervisory or executive position 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 VI
School Calendar

- A. For the term of this Agreement the school calendar shall be forth.
In Appendix A. There shall be no diviation from or change in the school calendar except by mutual agreement of the Board and the Association.

ARTICLE VII
Professional Compensation

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix B which is attached to and incorporated in this Agreement such salary schedule shall remain in effect during the designated periods.
- B. All new teachers hired under this contract shall be given full credit on the Salary Schedule set forth in Appendix B for full years of outside teaching experience in any school District in the State of Michigan or other teaching experience in a school district accredited by a state recognized accrediting agency.
- C. The salary schedule is based upon the regular school calendar as set forth in Appendix A and the normal teaching hours as defined in the Agreement. For full semester classroom assignments in excess of the regular school calendar and the normal teaching load, teachers will be compensated at 1/5 over their salary schedule step.
- D. 1. Teachers involved in VOLUNTARY extra duty assignments as set forth in
2. Appendix B-1 which is attached to and incorporated in this Agreement shall
3. be compensated in accordance with the provisions of the agreement without
4. deviation.
- E. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance of ten cents per mile. The same allowance shall be given for use of personal car for approved field trips or other approved business of the district. The Board may provide liability insurance protection for teachers when their personal automobiles are used as provided in this section.
- F. Upon offical retirement from teaching in recognition of services to the school district, a terminal payment of 5% of the base salary for that contractual year shall be paid to each retiree who has completed 15 years in the Springport Public Schools.
- G. Guidance and Library personnel shall be reimbursed at the rate of 1/40 of their contractual rate per week in addition to the regular school year. Guidance and Library personnel who miss the beginning or ending week of the regular school year shall not be allowed to substitute an additional week's work outside the regular school year for the missed work.

ARTICLE VIII
Teaching Conditions

A. On severe weather days when school is officially called off, teachers will not be expected to maintain regular working hours when conditions exist that are hazardous to the individuals.

B. The Board agrees to provide (beginning teachers) assistance when necessary to help them if a problem arises. This assistance may be in the form of personal principal contact, clerical help, teacher aides, etc. It shall be the judgment of the principal involved as to what assistance is necessary.

C. The Board and the Association agree that some supervisory responsibilities shared among teachers in a building on an equitable basis are necessary before, during and after regular school hours and such assignments may be assigned to teachers on an equitable basis.

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

E. 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. Further that efforts shall be continued to seek and use textbooks and supplementary reading materials which contain the contribution of minority groups to the history, scientific and social development of the United States. Representatives of the Board and Association will confer at least once a semester for the purpose of improving the selection and use of such educational tools. All joint recommendations shall be submitted to the Board for their consideration. The Board agrees at all times to keep the schools reasonably equipped and maintained and work towards providing the number of the above materials necessary for each student's use in each classroom.

F. The Board and the Association mutually recognize the importance of supplemental materials for the teachers. Accordingly, the Board and the Association will each contribute up to fifty (\$50.00) dollars annually to the formation of teacher reference libraries. These materials shall be ordered through the Association Executive Committee.

G. The Board agrees to make available in each school adequate typing, duplicating, stencil and mimeograph facilities to aid teachers in the preparation of instructional material.

H. The Board shall provide:

1. Adequate desk and drawer space for each teacher in the system.
2. Suitable closet space for each teacher to store coats, overshoes, and personal articles.
3. Adequate chalkboard space in every classroom.
4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
5. At least one dictionary in every classroom.
6. Storage space in each classroom for instructional materials.

7. Adequate attendance books, paper, pencils, chalk, erasers, and other such materials required in daily teaching responsibility.
8. Proper laundering service for the following items shall be provided without charge to the teacher. Gym uniforms for physical education teachers, smocks for art and home economics teachers, laboratory coats for laboratory science teachers, shop coats for vocational and industrial education teachers.
 - I. The Board shall make available in each school 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. One table in the lunch room will be reserved for faculty use. Provision for such facilities will be made in all future buildings.
 - J. Telephone facilities shall be made available without charge to teachers for their use in conducting school or other professional business, and local personal calls. Charges on long distance personal calls will be assumed by the individual teacher.
 - K. The Association may at its expense install and maintain vending machines in the teachers' lounge.
 - L. Adequate off street parking area shall be provided for faculty use.
 - M. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well being.
 - N. 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, national origin, or marital status, and to seek to achieve full equality of educational opportunity to all pupils.
 - O. Each teacher shall maintain with the office of the superintendent of schools and the building principal the current correct address and phone number which may be used to contact them in emergency matters while they are in the employ of the district. This information shall be for the exclusive use of the superintendent and building principal.
 - P. Every teacher employed by the board must have a valid teaching certificate. This certificate must be filed with the Superintendent. Failure to file the certificate or loss of certification may result in loss of employment.
 - Q. All teachers are covered by Michigan Workmen's Compensation Law. Assidents and injuries are to be reported to the employee's supervisor immediately. Employer liability shall be in accordance with the law.
 - R. The board agrees to hire lay personnel to assist in elementary noon hour playground supervision.

ARTICLE IX
TEACHERS EVALUATION AND PROGRESS

The parties recognize the importance and value of developing a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, to this end the following procedure has been agreed to in an effort to accomplish the goals.

(A) The performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated at least three times during the school year. Once within three months of commencement of service, the remaining two times at least seventy days prior to the end of a probationary school year. Tenure teachers shall be evaluated at least once every year. Teachers whose services are being considered for termination under provisions of the Tenure Act shall receive written notification and a statement of why their services are not satisfactory from the Superintendent by personal service whenever possible. The Association shall receive a copy of such notification and shall immediately advise the teacher of his rights under the Tenure Act. Teachers who are so notified may be suspended without pay pending a final determination of the case through the Tenure Act procedure. Any suspension of a teacher not upheld in a final determination through the Tenure Act shall result in said teacher being re-imbursed that portion of contractual salary not paid to them while under suspension.

(B) Evaluations shall be conducted by a building principal. Observation shall be for a minimum of 30 minutes. All monitoring or observation shall be with the full knowledge of the teachers.

(C) A copy of each written evaluation shall be submitted to the teacher at the time of personal interview, which shall be held within 10 days after the observation. The teacher shall sign the original and retain a duplicate copy. In the event that the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation before it is placed in the file.

(D) A "Teaching Coach" shall be assigned by the Association to every probationary teacher upon entrance of the teacher into the system. The Teaching Coach insofar as possible, shall be a tenure teacher with a minimum of three (3) years teaching experience and shall be engaged in teaching within the same grade, building or discipline as the probationary teacher. It shall be the duty of the teaching coach to assist and counsel the probationary teacher in acclimating the teaching profession and the school system. The teaching coach shall not be involved in the evaluation of the probationary teacher.

(E) Tenure teachers may be assigned by the Association to evaluate the performance of probationary teachers for Association use only.

(F) A copy of the final evaluation report of each probationary teacher shall be furnished to the teacher and the Association. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher, shall have an opportunity to submit additional information to the Superintendent.

(G) Any complaints regarding a teacher made to the administration by any parents, student or other person which is considered in evaluating said teacher's performance will be promptly called to his attention. Each teacher will have the right, upon request, to review the contents of his own personnel file. A representative of the Association may, at the teachers request, accompany the teacher in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such file. Privileged information, such as confidential credentials and related personal

references obtained at the time of initial employment, are specifically exempted from such review. The administrator will remove such credentials and confidential reports from the file prior to the review of the file by the teacher.

Each teacher's personal file shall contain the following minimum items of information:

Annual TB report and required medical information.

All teacher evaluation reports

Copies of contracts

Teacher certificate

A transcript of academic records

Tenure recommendation

No material may be placed therein without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of said file, except privileged information mentioned above.

ARTICLE X PROTECTION OF TEACHERS

(A) The Board will give support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, or law enforcement personnel the teacher shall advise the principal, and if the principal concurs, reasonable steps shall be taken to provide such special attention as is required. In the event of a disagreement, the teacher may appeal the decision to the Superintendent. If the Superintendent does not concur the teacher may appeal to the Board of Education.

(B) Any case of assault upon a teacher which had its inception in a school centered problem shall be promptly reported to the Board or its designated representative. If the assault was by pupil (s) the administration shall promptly investigate the matter and determine suitable treatment for the assaulting pupil (s). This decision shall be communicated to the teacher concerned. If the assault is by an adult, who is not a pupil, the Board or its designated representative shall promptly report the incident to the proper law enforcement authorities.

Where a teacher is sued in either case above, any teacher not otherwise covered by insurance, either through MEA or some independent insurance carrier, may apply to the Board of Education for legal assistance. If the Board of Education shall determine that the teacher has acted within the scope of Board policy, the Board may provide legal counsel to the teacher.

(C) Teachers shall be expected to exercise reasonable care with respect to safety of pupils and property and will be cautioned that they will be individually liable to pupils and/or parents for injury in the case of negligence.

(D) Loss of time, injury at school - Any injury which arises out of or occurs in the course of employment of a teacher shall be promptly reported to the building principal. The teacher shall be supplied with the appropriate forms in the event a workman's compensation claim is to be filed. If a teacher is involved in an assault as mentioned above, and the Board of Education determines that the teacher has acted within the scope of his authority, the teacher will not suffer a loss of salary as a result of an injury incurred during the assault. In the event of an injury arising out of assault, which occurred because the teacher was not acting within the scope of his authority, accumulated sick leave may be used. However, it is expressly understood that the teacher may be subject to disciplinary action by the Board of Education if the situation warrants same.

ARTICLE XI
VACANCIES AND PROMOTIONS

(A) Whenever any permanent vacancy in a professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the President of the Association and provide for appropriate posting on the bulletin boards in the teachers' lounges. The vacancy will remain posted for a period of seven (7) days and will not be permanently filled until the expiration thereof. Any new positions, including supervisory positions, shall be posted with accompanying job description.

(B) Any teacher possessing qualifications to apply for such vacancy may do so in writing to the Superintendent's office within a seven (7) day period. The Board agrees to give due weight to professional background and attainments of all applicants, length of service in the district, building, class level, area of specialization, and other relevant factors.

C. The Board reserves the right to deny applications as above specified.

ARTICLE XII

(A) Maternity leave may be granted up to a maximum of one (1) year, renewable at the discretion of the Board.

1. In order to obtain a maternity leave, the teacher shall request said leave at least six months prior to the expected date of birth. Said request shall be filed with the Superintendent of schools

2. The Board of Education will specify the beginning and ending date of the leave of absence, the beginning date and ending date to correspond as nearly as possible with the beginning or ending of school or a semester.

3. A teacher may make written application to the Superintendent for reinstatement prior to the expiration of the leave granted by the Board of Education, however, the Board of Education reserves the right in their sole discretion to approve accelerated termination of maternity leave on the basis of each individual case. If requested by the Board, she shall submit with such application a statement from a qualified physician attesting her ability to resume active duty.

4. Failure to return from a maternity leave on the date specified in said leave or application shall be conclusively deemed a resignation.

5. Failure to apply for a maternity leave as hereinafter specified may result in termination of employment.

6. Any teacher who teaches more than a semester in a given year before applying for leave shall upon return from her leave be placed at the salary step on the salary schedule immediately higher than the step applicable to here at the beginning of such leave.

7. Any teacher returning from a maternity leave shall be assigned to a teaching position which she is qualified.

(B) A military leave of absence shall be granted to any teacher who shall be inducted for military duty in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as they would have been had he taught in the district during such period.

(C) Other leaves of absence may be granted without pay in the sole discretion of the Board of Education upon receiving from the requesting teacher in writing the purpose of the leave of absence, the probable advantage to the school district, the length of request-leave, and such other information as will assist the Board of Education in making a decision concerning the leave of absence. Upon return from a granted leave the teacher will be placed one step on the salary schedule above his normal step if no leave had been granted.

(D) Each teacher shall receive sick leave of 10 days per school year with these days accumulative.

(E) The Board agrees to furnish substitute teachers. Teachers shall be informed of a telephone number they may call before 7:00 A.M. to report unavailability for work. At the discretion of the administration, a teacher will forfeit 1/2 days pay for a second and all subsequent violations of the reporting requirement. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. Substitutes shall be paid for a regular teaching day the sum of \$25.00 per day.

(F) Any teacher who is absent because of an injury or disease compensable under the Michigan Workman's Compensation Law shall receive from the Board the difference between the disability benefits provided by the Workman's Compensation Law and the sick leave benefits herein provided. To the extent that the Board makes payment to a teacher for that portion of his salary not reimbursed under the Workman's Compensation Law, said partial payments shall be charged pro-rata against the teacher's accumulated sick leave days.

Other Leaves of Absence:

(G) (1) A maximum of two days per year non-accumulative may be granted for personal business of the teacher. It is expressly understood these days shall not be granted if arrangements can be made to avoid their use. Further, these days may not be used on the work day preceding or succeeding a vacation or holiday.

(a) As a condition precedent to receiving pay for personal business days, the teacher shall request permission from the principal or Superintendent at least two (2) working days in advance of the expected date of absence. Exceptions to this condition may be made in the sole discretion of the principal or Superintendent and shall not be subject to the grievance procedure.

(b) Acceptable reasons: (1) Government, law or court appearance involuntary or compulsory. (Examples: Social Security, income tax, court witness, (2) Funeral, (3) Counseling or advising at a university or college, (4) absence due to weather when cautioned against traveling by road or police authorities, (5) if it appears that a business transaction cannot be completed after 3:30 P.M., personal business leave may be granted. Example: mortgage or sale of house. This does not apply to automobile transactions.

ARTICLE XIII PROFESSIONAL BEHAVIOR

Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.

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 Association shall accept responsibility to deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.

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

and/or the code of ethics of the education profession shall be promptly reported to the offending teacher by the association and/or the administration. The association will use its best efforts to correct breaches of professional behavior by any teacher, and in appropriate cases, may institute proceedings against the offending teacher.

A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded or disciplined in person for any infraction of rules or delinquency in professional performance. When a request for such representatin is made, no action shall be taken with respect to the teacher until such representative of the Association is present. The teacher and the representative shall make themselves available within 24 hours after initial contact.

No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantages without sufficient reasons being presented to him. All information forming the basis for disciplinaryaction will be made available to the teacher and the Association upon the completion of the disciplinary action.

ARTICLE XIV

PROFESSIONAL IMPROVEMENT

(A) The parties support the principle of continuing training of teachers and participation by teachers in professional organizations in the areas of their specialization. The Board agrees to provide, upon approving the applications, the necessary funds for teachers who desire to attendselected professional conferences. Travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant. A teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation. Teacher will, upon request, submit a report regarding such conferences.

(B) In recognition of the rapidly expending fields of knowledge in the Social and Scientific fields the parties hereby agree to establish an in-service education committee composed of three (3) persons appointed by the Board and three (3) persons appointed by the Association. The committee shall organize itself and assume responsibility for the planning and conducting all In-Service programs.

ARTICLE XV

MAINTENANCE OF STANDARDS

(A) Conditions of employment, meaning teaching hours, extra compensation for duties outside regular teaching hours, relief periods, and general teaching conditions shall be maintained at not less than the highest minimum standards in effect in the district at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement. The Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein.

The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior consultation with the Association.

ARTICLE XVI

Reductions in Personnal and Annexation, Consolidation or Other Reorganization of the District

(A) In the event that this district shall be combined with one or more districts, theBoard will use its best efforts to assure the continued employment of its present staff in such consolidated district.

(B) No teacher shall be discharged or laid off pursuant to a necessary reduction in personnel unless there is substantial decrease in the students enrolled in the school district or there is a substantial decrease in the revenues of the school district or a substantial increase in costs without a corresponding increase in revenue.

(C) The area of unemployment benefits will be opened to negotiations at such time as a final judicial decision concerning the legality of said benefits to teacher becomes available.

(D) Before the board makes any necessary reduction in personnel it will first consult with the association regarding the effects of such reduction. This will include, but not be limited to, such problems as the criteria used for the determination as to who will be discharged or laid off and the re-employment rights of such persons.

ARTICLE XVII

SPECIAL AND STUDENT TEACHING ASSIGNMENTS

(A) No teacher shall be required to work a split shift or to teach less than three hours a week in a summer school program. Teachers shall be compensated at not less than their hourly rate, calculated on the basis of the last normal teaching year, for any such programs completely sponsored and financed by the local school district

(B) Supervisory teachers of students teachers shall be tenured teachers with a minimum of 3 years experience who voluntarily accept the assignment and they shall be known as "supervisory master teachers." The parties recognize that "supervisory master teachers" are not supervisory teachers under Public Act 379 of 1965.

(C) Supervisory Master Teachers shall work directly with the college university program co-ordinator, assist in developing extensive opportunities for the intern teachers to observe and practice the arts and skills of the profession.

(D) The Association agrees to accept intern teachers as honorary members during their internship period and include them in appropriate meetings and activities of the Association.

(E) The Board agrees to provide intern teachers with a copy of the most recent accrediting report, texts, guides, building policies, and a copy of this Agreement to assist them during this period.

(F) The Board shall disclose the amount received from the University placing the student teachers. Monies made available to the district by the placing university shall be administered monthly by a joint committee composed of the university co-ordinator, supervisory master teachers, and a representative of the Board in a manner determined by the majority of the committee, the following areas of appropriate expenditures are suggested: In-service training programs, released time for permanent staff, and materials and equipment.

(G) The supervisory master teacher shall file a written report and evaluation with the university co-ordinator and the administration with a copy to the intern teacher each four weeks.

ARTICLE XVIII

SPECIAL STUDENT PROGRAM

(A) The parties recognize that children having special physical, mental and emotional problems may require specialized classroom experience and that their presence in regular classroom may interfere with the normal instructional program and place extra ordinary demand upon the teacher. Teachers believing that such students are assigned to their classroom, may request that such students are transferred or given special attention and shall present arguments for such request to the Administration. Special attention will be given to reducing class size where special students are placed in a regular classroom. Special students shall not be placed in the regular classroom of a newly employed, inexperienced teacher without prior consultation

of the Association.

(B) The parties, to assist the teacher, will cooperate to increase the psychological testing program, and to correlate their activities with the regular classroom activities of the teachers so as better to meet the needs of special students in the community.

ARTICLE XIX

DEPARTMENT CHAIRMEN

The teachers in any department in the Middle and Senior High school level shall each year select from among their numbers a department chairman. In those departments of a school having less than five members, a department chairman shall be selected among all teachers in similar departments in the district. The department chairman may submit in writing recommendations regarding the coordination of programs and materials to the principal. The principal shall in writing approve or disapprove the recommendations, and if disapproved, set forth reasons. The department chairman shall serve as instructional liaison between the teachers of the department and the school administration. Such chairman shall not be considered a supervisory employee.

ARTICLE XX

PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

(A) The Board shall follow the State Board rules and regulations pertaining to hiring teachers.

(B) Teachers shall not be assigned outside the scope of their teaching certificates and 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 misassignment. Temporary shall be defined for purposes of this article as not to extend beyond the current semester, except with consent of the teacher.

(C) Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in appendix B, and summer school courses, shall not be obligatory but shall be with the consent of the teacher, preference in making such assignments will be given to tenure teachers regularly employed in the district.

(D) The board and the association, in recognition of the desirability of multi ethnic representation on the teaching faculty, hereby declare a policy of actively seeking minority group personnel.

ARTICLE XXI
Grievance Procedure

A. A grievance is a complaint by a bargaining unit employee, or by the Association in its own behalf, concerning (1) any alleged violation of this agreement; (2) any alleged violation of the written conditions of employment established by the Board from time to time; or (3) any disciplinary action.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

(a) The termination of services of or failure to re-employ any probationary teacher.

(b) The placing of a non-tenure teacher on a third year of probation. It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or remedy.

B. The Association shall designate a grievance committee to handle all grievances when requested by the grievant, and shall notify the Superintendent of the names of said representatives not later than the 15th day of September of each school year. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the superintendent or his designated representative to act at Level Two as hereinafter described.

C. The term "days" as used herein shall mean days in which school is in session.

D. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants.
2. It shall be specific.
3. It shall contain a synopsis of the facts giving rise to the alleged violation.
4. It shall cite the section or subsections of this contract.
5. It shall contain the date of the alleged violation.
6. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements, may be rejected as improper. Upon receiving notice of its rejection the aggrieved shall have 2 additional days in which to file a proper written grievance.

E. All grievances shall be handled by the following procedure:

Step I - In the event that a teacher believes there is a basis for a grievance; he shall first discuss the alleged grievance with his building principal either personally or accompanied by his Association representative. This must be done with 5 days after this alleged grievance becomes known to the teacher.

Step 2 - If, as a result of the informal discussion with the building principal a grievance still exists, the teacher may invoke the formal grievance procedure through the association on the grievance form, signed by the grievant and a representative of the Association, which form shall be available from the Association representative in each building within five days after the discussion mentioned in step one. A copy of the grievance shall be delivered to the principal. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by him.

Within five (5) days receipt of the grievance the principal shall meet with the association grievance committee and the aggrieved in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within five calendar days of such meeting, and shall furnish a copy thereof to the grievant and association secretary.

Step 3 - If the grievance committee is not satisfied with the disposition of the grievance or if no disposition has been made within five days of such meeting a copy of the written grievance shall be filed with the Superintendent. Within seven days the superintendent or his designee shall meet with the grievance committee and the grievant on the grievance and shall indicate his disposition of the grievance in writing within five days of such meeting, and shall furnish a copy thereof to the grievant, the association secretary, and building principal in which the grievance arose and place a copy of same in a permanent file in his office.

Step 4 - If the association grievance committee is not satisfied with the disposition of the grievance by the superintendent or his designee, or if no disposition has been made within five days of such meeting 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, within two calendar weeks, shall meet with the association on the grievance. Disposition of the grievance in writing by the Board shall be made no later than seven days thereafter. A copy of such disposition shall be furnished to the Association secretary and the grievant.

Step 5 - 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. If the parties cannot agree as to the arbitrator within five days from the notification date that arbitration will be pursued, he shall be selected by the American Association in accord with its rules which shall likewise govern the arbitration proceeding. 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 not power to alter, add to or subtract from the terms of this agreement. Both parties agree to be bound by the word of the arbitrator and agree that judgement thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator and of the American Arbitration Association shall be paid equally by the parties to this contract.

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. Notwithstanding the expiration of this agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

F. Should a teacher fail to institute or appeal a decision within the time limits specified, or leave the employ of the board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of his employment) shall be barred.

G. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating association representative are to be at their assigned duty stations except upon mutual agreement between parties.

ARTICLE XXII
MISCELLANEOUS PROVISIONS

(A) This Agreement shall constitute the full and complete contract between both parties and if either party wishes to reopen negotiations during the life of this contract they must file with the other party a written request setting forth the Article they wish to reopen. The opposite party may consent to this reopening in writing. Any changes resulting from this reopening must be signed by the parties and will be considered an amendment to this contract.

(B) Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract hereafter executed shall be in the form in Appendix D and shall be expressly made subject to and consistent with the terms of this agreement or subsequent amendments to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this agreement, during its duration, shall be controlling.

(C) This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

(D) 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.

(E) All employees of the Springport Public School shall retire from active service at the conclusion of the school year following their 65th birthday except in the following provisions:

1. Any employee may be asked by the Board of Education to retire at the end of any school year following his/her 62nd birthday.

2. Any employee desiring to begin a new school year following his/her 65th birthday, may petition the Board in writing at least sixty calendar days prior to the closing of school. Such employees may continue to be employed on a year to year basis with majority consent of the Board of Education.

(F) Each teacher serving under tenure shall submit to a general physical and/or mental examination at the discretion of the Board. The cost of such examinations and the selection of the physician shall be met by the Board. When the examination shows the teacher to be physically or mentally incompetent or hindered in the performance of his duties the teacher may also undergo a similar examination by a physician chosen by the association. The teacher shall be suspended until the examining physicians release the teacher for duty. Compensation for this period of suspension shall be subject to the provisions of sick leave.

(G) Each teacher will be required to have a chest x-ray or Mantoux test and present evidence of such to the Board prior to the end of the third official school day. Each day after the third official school day that the teacher fails to present a negative chest x-ray or other recognized TB test, shall be days in which the teacher may be suspended without pay.

(H) It is recognized that when discipline problems arise in the classroom they may be most constructively dealt with by joint consideration of the problem with both teacher and student present; and in association with the high school principal and parent of such student. A teacher may use such force as is necessary to protect himself from attack or to prevent injury to another student.

(I) An MA degree in education administration shall be required of all future building principals.

(J) In a situation where a substitute is not available and a classroom teacher is required to utilize any preparation or other period during which he does not have teaching duties he shall receive in addition to his regular salary a pro-rata share of the substitute pay for period.

ARTICLE XXIII
Negotiation Procedures

(A) Representatives of the Board and the Association's Bargaining Committee will meet on the last school day Tuesday of each month or such other day as mutually agreed upon for the purpose of reviewing the administration of the contract, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure each party will submit to the other, on or before Friday prior to the meeting, an agenda covering what they wish to discuss. All meetings between the parties will regularly be scheduled to take place as promptly as possible at times when the teachers involved are free from assigned instructional responsibilities unless otherwise mutually agreed. Should such a meeting result in a mutually acceptable amendment of the agreement then the amendment shall be subject to ratification by the Board and the Association provided that the Bargaining Committee shall be powered to effect temporary accommodations to resolve special problems. (B) Between March 1st and March 15th prior to the expiration of the agreement initiate negotiations for the purpose of entering into a successor Agreement for the forthcoming year. Release time shall be provided the Association's negotiating committee to permit the parties to alternately meet both during and after regular school hours for the purpose of reaching a Successor Agreement as rapidly as possible.

(C) There shall be three signed copies of the final agreement for the purpose of record. One retained by the Board, one by the Association, and one by the Superintendent.

(D) 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 district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the membership of the Association and by a majority of the Board of Education, 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.

(E) If the parties fail to reach agreement in any such negotiations either party may invoke the mediation and/or fact finding machinery of the State Labor Mediation Board.

ARTICLE XXIV

DURATION OF AGREEMENT

This agreement shall be effective as of 1st day of July 1969, and shall continue in effect for the 2 year term of this agreement until the 30th day of June, 1971.

Thereafter, this agreement shall automatically extend for one (1) full year unless either party notifies the other in accordance with Article XXII.

This agreement shall not be altered or amended except upon mutual consent of the parties hereto.

SPRINGPORT EDUCATION ASSOCIATION

SPRINGPORT BOARD OF EDUCATION

By _____

By _____

It's President

It's President

and

and

By _____

By _____

It's Secretary

It's Secretary

SALARY SCHEDULE
1969-70

Springport Public Schools

Years Exp.	B.A. Degree	M.A. Degree
0	\$ 6700	\$ 7200
1	6968	7488
2	7236	7776
3	7504	8064
4	7772	8352
5	8040	8640
6	8375	9000
7	8710	9360
8	9045	9720
9	9380	10,080
10	9715	10,444
11	10,050	10,800

All extracurricular percentages are based on beginning salary.

Athletic Director	10%	Senior & Junior Plays	3%
Head Football-BB	9%	Yearbook	5%
Head Baseball & Track	8%	Girls Athletic Assoc.	
Wrestling	8%	(Incl. cheerleaders)	3%
Ass't Coaches & Baseball	7%	Golf	5%
Junior High Coaches	7%	Audio-Visual	3%
Flag Football	3%	School Paper	3%
Cross Country	5%	Band Director	7%
		Debate & Forensics	3%

The Board shall provide the sum of \$6.00 per teacher per month toward hospitalization insurance.

SECOND YEAR AGREEMENT

1. Salary Schedule

<u>BA</u>		<u>MA</u>
\$ 7169	to 11 steps \$10,753	\$7704 to 11 steps \$11,556

Each step 7% above the 1969-70 step.

2. Insurance to go up to \$168 per teacher per year.