

6-30-67

66-67
Berkley
Ratified

Berkley, City of, School District

PROPOSED ECONOMIC AGREEMENT

1. \$5500 base salary.
2. Full payment of single coverage of hospitalization, and for hospitalization only. (Comprehensive, semi-private)
3. Four teachers eligible for sabbatical leave at half salary for one year -- criteria to be developed.
4. Duty-free lunch period.
5. Extra service pay schedule as attached.
6. Leave days adjustment.
7. Terminal leave -- 1% of minimum base times number of years of service in the district will be paid upon retirement.

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

Revised copy

June 7, 1966
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MEA
1216 Wendale
East Lansing, Mich.
48823

LEAVE PAY

The personal leave policy will be slightly liberalized (such as marriage). The implementation of the policy will be revised. Greater administrative discretion will be used in defining the policy.

PERSONAL LEAVE POLICY

Three personal leave days, with pay, noncumulative, may be granted annually upon approval of the administration as absences from school in circumstances of unusual nature and extreme need. This applies to absences which are necessary, unavoidable, and cannot be carried on outside of school hours.

Some examples of legitimate reasons for granting such leave days are:

- a. legal matters concerning the settling of an estate or the purchase of a home
- b. attending the funeral of a close friend
- c. meeting religious obligations
- d. taking time off to get married

Examples of absences not considered legitimate under this policy are:

- a. extending a scheduled school holiday or vacation
- b. taking a trip, either for personal reasons or to accompany a spouse on a business trip
- c. visiting or entertaining relatives or friends

Attendance, approved by the administration, at professional meetings is considered as being on duty and away from the building and is, therefore, not absence from school.

Revised June 8, 1966

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SCHOOL DISTRICT OF THE CITY OF BERKLEY
3127 Bacon Avenue
Berkley, Michigan

June 8, 1966

TENTATIVE PROPOSED AGREEMENT

This Agreement entered into this 13th day of June, 1966, by and between the Board of Education of the City of Berkley, Michigan, hereinafter called the "Board", and the Berkley Education Association, hereinafter called the B.E.A. (Berkley Education Association)

PREAMBLE

The Berkley Education Association and the Board of Education of the School District of the City of Berkley hereby affirm their mutual interest in the development of educational programs of the highest quality, consistent with community resources, for the benefit of the students and the Berkley School District community and their recognition of teaching as a public trust and a professional calling.

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms, and conditions of employment.

ARTICLE I

Recognition

A. WHEREAS, the Berkley Education Association (hereinafter called the "B.E.A.") claims to be the duly selected collective bargaining representative of the employees of the School District of the City of Berkley employed in the following described unit:

all teaching personnel, counselors, department chairmen, librarians, and members of the special education staff, excluding substitute teachers, the Director of Special Education, supervisory and administrative personnel, and all other employees;

and

WHEREAS, the Board by resolution adopted January 10, 1966, has heretofore indicated its willingness to recognize the B.E.A. as the collective bargaining representative for the above described unit; and

WHEREAS, the Board has been advised by legal counsel, William M. Saxton of Butzel, Eaman, Long, Gust, and Kennedy, that the above described unit constitutes a legally appropriate unit for purposes of collective bargaining;

and

WHEREAS, a card check was conducted by Municipal Judge Holmes on February 2, 1966, pursuant to which said Municipal Judge Holmes has certified that a majority of the employees in the above described unit have selected or designated the B.E.A. as their representative for purposes of collective bargaining;

NOW, THEREFORE, IT IS

RESOLVED, that the School District of the City of Berkley recognizes the B.E.A. as the exclusive representative for purposes of collective bargaining of all employees in the following described appropriate unit:

"All teaching personnel, counselors, department chairmen, librarians and members of the special education staff, excluding substitute teachers, the Director of Special

Education, supervisory and administrative personnel and all other employees."

B. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the B.E.A., if the adjustment is not inconsistent with the terms of this Agreement, provided that the B.E.A. has been given opportunity to be present at such adjustment.

C. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the B.E.A. (including the National Education Association and the Michigan Education Association) upon such conditions as the B.E.A. and the Board shall establish. Such sum shall be deducted as dues from the regular salaries of all such teachers and remitted not less frequently than monthly to the B.E.A.

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

ARTICLE II

Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the B.E.A. for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection.

As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the B.E.A., his participation in any activities of the B.E.A. or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, or any advisory arbitrator appointed pursuant to the provisions of this Agreement, and the Board agrees to consider any lawful order or award thereof.

C. The B.E.A. and its members shall have the right to use school buildings facilities at all reasonable hours for meetings as approved by the administration. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the B.E.A. either on or off school premises. Bulletin boards and other established media of communication shall be made available to the B.E.A. and its members.

D. The Board agrees to furnish to the B.E.A. in response to reasonable requests from time to time all available public information concerning the financial resources of the district, allocations and such other information as will assist

the B.E.A. 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 B.E.A. to process any grievance or complaint. The Board will not be expected to compile information.

ARTICLE III

Professional Compensation

A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the one-year term of this Agreement, provided, however, that upon written notice to the other party at least sixty (60) days prior to the first day of April, either party may request the reopening of negotiation of such salary schedule.

B. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined, September 5 to June 16 during normal teaching hours. For extra work the teacher shall be entitled to appropriate additional professional compensation.

C. Teachers shall not be scheduled to report more than two days prior to the beginning of classes in September or to remain more than two days after classes end in June, unless compensation has been agreed to by the B.E.A. and the Board in specific situations.

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

ARTICLE IV
Teaching Hours

A. All teachers are expected to report for building duty at least 15 minutes before school starts in the morning and remain 15 minutes after school dismisses in the afternoon. This means teachers are to be in the classroom or on official business that is approved by the principal.

B. The Board will not require teachers regularly to work in excess of a standard workweek unless agreed upon by the individual teachers.

C. All teachers shall be entitled to a duty-free uninterrupted lunch period as assigned to the students.

D. To the extent feasible, all elementary teachers will be provided a fifteen minute relief time per day.

ARTICLE V
Teaching Loads and Assignments

A. The normal weekly teaching load in the senior high school will be 25 teaching periods and 5 unassigned preparation periods. The normal weekly teaching load in the junior high schools will be 30 teaching periods and 5 unassigned preparation periods. The normal weekly teaching load in the elementary schools will be compatible to a self-contained classroom schedule.

B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study.

C. Teachers who will be affected by a change in grade assignments in

the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals as soon as practicable. Teachers have the right to volunteer for any openings brought about by such changes. Seniority will be considered in any change.

ARTICLE VI

Teaching Conditions

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

A. The parties agree that the current average class size of approximately 27 is highly desirable. Wherever possible, the equalization of classes within a grade level or subject area should be maintained.

B. The Board shall furnish without charge gym uniforms for physical education teachers, smocks for art teachers, home economics, shop, and science teachers, and shall provide laundering service without charge.

C. The Board recognizes the need for appropriate instructional supplies and equipment. The parties will confer from time to time for the purpose of improving the curriculum and the selection and use of such educational tools and the Board will consider all recommendations thereon made by its representative and the teachers. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.

D. Wherever possible the Board shall make available in each school adequate lunchroom, lounge, and separate laboratory facilities for both sexes exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted.

E. In schools where continuous cafeteria service for teachers is not available, a vending machine for beverages may be installed at the request at the B.E.A.

F. Adequate parking facilities shall be made available to teachers for their use.

G. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

H. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in or association with the activities of any employee organization.

ARTICLE VII

Vacancies and Promotions

Any teacher may apply for a vacancy. 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 therefor shall be superior to applicants with greater service. The Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels, provided it searches for the best qualified person within or without the district.

ARTICLE VIII

Transfers

A. Since the frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that involuntary transfers of teachers are to be minimized and avoided whenever possible, to the extent practicable.

B. In the event that transfers of teachers appear to be necessary, the teachers wishes shall be considered.

C. 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 his Agreement prior to such transfer to supervisory or executive status.

D. Any teacher believing himself qualified and having applied for a position and been denied transfer, shall be notified, when requested, as to what qualifications are worth in a transfer.

ARTICLE IX

Leave Pay

Three (3) personal leave days (see attached sheet for interpretation of policy)

B. Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law, shall receive from the Board the difference between the allowance under the Workmen's Compensation Law and his regular salary for the duration of the illness up to a limit of 180 days with no subtraction of sick leave.

C. Each teacher shall be entitled to an accumulation for the unused portion of each year's sick leave up to 170 plus 10 days which shall be available in future years.

D. A teacher who has exhausted his cumulative sick leave shall be paid the difference between his salary and the substitute's pay per day up to a maximum of 180 school days from the initial day of sick leave with full pay granted for days when substitute is not used. Full days pay is based on days teachers are on duty plus Thanksgiving and Memorial Day, if Memorial Day does not fall on Saturday. In any case, the total pay of the teacher and substitute shall not be more than the teacher's total contract salary.

ARTICLE X

Leave of Absence

A. Any teacher whose personal illness extends beyond the period compensated under Article IX, as defined in Section D, may request to take a leave of absence without pay for such time as is necessary for complete recovery from such illness. Upon return from leave, provided he is capable, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.

B. Leaves of absence with pay 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. Any administratively required medical examination.

C. Leaves of absence without pay may be granted upon application for the following purposes:

1. Study related to the teacher's license field.
2. Study to meet eligibility requirements for a license other than that held by the teacher.
3. Study, research, or special teaching assignment involving probable advantage to the school system.

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

D. The Board of Education will grant a leave of absence for maternity reasons, without pay, to any instructional employee who has taught under contract in this system for two years or more, upon written request for such leave and upon proper certification of pregnancy by the employee's physician.

Maternity leave shall begin no later than the end of the fourth month of pregnancy, or the end of the current semester, whichever shall occur first, and shall continue for a minimum of six months after the birth of the child and a maximum of one full school year. Exceptions to this regulation may be made upon the recommendation of the principal of the school where the teacher serves, along with a written statement from a physician approving deviation from this policy, and with the approval of the administration. Maternity leave may be renewed in exceptional cases, or written request, at the will of the Board of Education but

for not more than one additional one-year period. Maternity leave may not be granted more than once to a teacher.

In the event of a miscarriage or a premature birth, the school district's sick leave allowance policy shall not apply; nor shall the teacher return to her duties until six months shall have elapsed following the miscarriage or premature birth, except on the recommendation of the principal along with a written statement from the attending physician approving earlier return to teaching duties, and with the approval of the administration.

In the event of pregnancy of a teacher who has not served in the school district under contract for two or more school years and is therefore not eligible for maternity leave under the Board's policies, such teacher shall terminate her services no later than four months after pregnancy shall have begun and her contract shall be null and void at that time. Exception to this regulation may be made upon written recommendation of the principal and the approval of the administration. Consideration for re-employment shall not be given to such teacher until six months shall have passed after the birth of the child except that a deviation from this policy may be made upon the recommendation of the principal along with a written statement from the attending physician approving the proposed deviation and with the approval of the administration. The school district shall not be under obligation to re-employ a teacher who is ineligible for maternity leave of absence following the birth of her child.

In the event that a teacher under contract becomes pregnant before the beginning date of her contract, she shall give notification of her pregnancy to the superintendent of schools and her contract shall become null and void and she :

shall not begin her teaching duties under that contract. Exception may be made to this rule on the recommendation of the superintendent and a written statement from the attending physician approving said exception.

E. Leave of absence will be granted of up to two years to any teacher who joins the Peace Corps as a full-time participant in such program. Any period so served shall be treated as time taught for purposes of salary schedule set forth in Appendix A of this Agreement.

F. Pursuant to Section 572 of the School Code of 1955, four teachers annually who have been employed for seven years may be granted a sabbatical leave upon request for one year under sabbatical provisions. During said sabbatical leave, the teacher will be considered to be in the employ of the Board and will be paid $1/2$ his annual salary rate.

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

G. Teachers who are officers of the Association or are appointed to its staff should upon proper application, be given leave of absence without pay to a maximum of two years for the purpose of performing duties for the Association. Teachers given leaves of absence without pay shall receive credit toward annual salary increment on the schedule appropriate to their rank.

H. Any person employed under contract in the Berkley School System who may be drafted into the Armed Forces of the United States, or who may enlist in said forces during a state of war or war emergency, or who is about to be drafted

and enlists in order to become placed in a preferred branch of the military service, will receive a military leave of absence.

Upon return and reinstatement to his position in the Berkley School System, said teacher will receive full credit including the annual increment under the salary schedule for the time spent while in said military service, but not to exceed one term of the draft or until the state of emergency has passed.

Persons who receive military leave must make application for reinstatement not later than ninety days after the date of honorable discharge.

I. The Board shall grant a leave of absence without pay to any teacher to campaign for, ^(limited to 90 days) ~~or serve in,~~ a public office. (Not agreed upon.)

ARTICLE XI

Teacher Evaluation

A. All observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

B. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand, or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance asserted by the Board or any agent or representative thereof shall be subject to the professional grievance negotiations procedure hereinafter set forth.

ARTICLE XII

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. Whenever it appears that a particular pupil requires

the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take immediate reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, if justified, the Board will render all necessary assistance to the teacher in his defense.

D. Time lost by a teacher in connection with any justifiable incident mentioned in this Article shall not be charged against the teacher.

E. If a teacher is injured while in the line of duty, free medical, surgical, or hospital care shall be furnished by the Board at a designated hospital as provided for under the Workmen's Compensation Act.

ARTICLE XIII

Negotiation Procedures

A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject of discussion from time to time during the period of this Agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering and resolving any such matters.

B. In the event the salary schedule is reopened for negotiation, by either party, as provided in Article II of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least sixty days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms, and conditions of employment of teachers employed by the Board.

C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

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

ARTICLE XIV

Professional Grievance Negotiation Procedures

A. Definitions

1. A "grievance" is a claim of violation of the contract or its interpretation which affects working conditions or circumstances related to school operation.

2. The "aggrieved person" is the person or persons making the claim.
3. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this contract.
4. A "party of interest" is a teacher or school board member who might be required to take action or against whom action might be taken in order to resolve the problem.
5. The term "days" shall mean school days.

B. Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the grievance arising under this Agreement. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration or proceeding independently as described in Section E of these procedures.

C. Structure

1. There shall be one or more Association Representatives (Building Representatives) for each school building to be selected in a manner determined by the Association and administration notified of same.
2. The Association shall establish a Professional Rights and Responsibilities Committee, which shall be broadly representative and which shall serve as the Association grievance committee. In the event that any Association Representative is a party in interest to any grievance, he shall disqualify himself and a substitute shall be

named by the Association.

3. The building principal may be the administrative representative when the particular grievance arises in that building.
4. The Board hereby designates a representative as its representative when the grievance arises in more than one school building.

D. Procedure

The number of days indicated at each level shall be considered as maximum and every effort shall be made to expedite the process. The time limits may be extended by mutual consent.

If the grievance is filed on or after June 1, the time limits shall be reduced in order to affect a solution prior to the end of the school year or as soon thereafter as is practicable.

1. Level One

A teacher with a grievance may discuss it with his immediate supervisor or principal: individually, together with his Association Representative, or through the Association Representative within ten days from the event.

2. Level Two

- (a) In the event the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance, he may file the grievance in writing with the Association. The Association Representative will assist in writing the grievance.

(b) Within five (5) days of receipt of the grievance the B.E.A. shall decide whether or not there is a legitimate grievance. If the committee decides that no grievance exists and so notified the claimant, the teacher may continue to process his claim without B.E.A. support. If the committee decides there is a legitimate grievance, it shall immediately process the claim with the superintendent of schools. Within ten (10) days from receipt of the grievance by the superintendent he shall render a decision as to the solution.

3. Level Three

In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) days from date of receipt of grievance by the superintendent, he may refer the grievance through the B.E.A.'s Representative to the Board of Education's Review Committee. This committee shall be composed solely of members of the Board of Education or its designated representative. Within ten (10) days from receipt of the written referral by the Board, its Review Committee shall meet with the B.E.A.'s Representative for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision shall be rendered within ten (10) days.

4. Level Four

In the event the grievance is not satisfactorily resolved at Level Three, or if no decision is reached within the ten (10) day

period, the grievance shall immediately be transmitted to the State Labor Mediation Board.

E. Rights to Representation

Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person. Provided, however, that any teacher may in no event be represented by an officer, agent, or other representative of any organization other than the B.E.A. Provided, further, when a teacher is not represented by the B.E.A., the B.E.A. may, by administrative action, be present and state its views at all stages of the grievance processing.

F. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice or record. However, if, in the judgment of the B.E.A.'s Representative the grievance affects a group of teachers, the B.E.A. may process the grievance with the permission of the aggrieved at the appropriate level.
2. The grievance discussed and the decision rendered at Level One shall both be placed in writing upon request of either party. Decisions rendered at all other levels shall be in writing and shall promptly be transmitted to all parties of interest.
3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

4. Forms for filing and processing grievances shall be designed by the superintendent and the B.E.A.'s Representative, shall be prepared by the superintendent, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.

ARTICLE XV

Professional Study Committee

A. In order that members of the B.E.A. should be able to participate in studies concerning curriculum and facilities, there is hereby established a Professional Study Committee composed of five members selected by the B.E.A. The Professional Study Committee shall investigate matters suggested by the B.E.A. for study and submit within 30 days a written report with recommendations to the parties before April 1. If members are assigned by the administration to professional study sub-committees, they may be assigned by the administration to work during the summer and will receive pay based on their annual salaries pro-rated. Study sub-committee members assigned for specific needs by the administration working within the contract period may be paid at the rate of 1/10th of 1 percent of their base salary for each hour in study outside the regular school day as previously defined.

B. Some suggested proposals to be studied by the Professional Study Committee include:

1. The B.E.A. proposes that Berkley teachers have the right to be included in developing a program to meet the needs of seriously disturbed children in the classroom.

2. Because the vital factor in change in classroom practice is the teacher, teachers must be involved in the on-going program of curriculum evaluation.
3. Because of the lack of cultural opportunities for some children in the Berkley School District, teachers have the right to participate in developing the needed program.
4. To more effectively group children at their achievement level for instruction, the Association proposes that a study of the ungraded primary plan be undertaken with a pilot program in view.
5. Teachers feel there is a need for study of more flexible ways of setting up the high school program, such as modular programing and team teaching. This includes the use of large group lectures, small group discussions, and periods for individual study.
6. Improvement of elementary physical education program.

ARTICLE XVI

Miscellaneous Provisions

A. The Board agrees at all times to maintain an adequate list of substitute teachers. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

B. The B.E.A. shall be duly advised by the Board of fiscal, budgetary, and tax programs affecting the district and the B.E.A.

C. 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.

D. Copies of this Agreement shall be reproduced at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

E. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such a 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.

ARTICLE XVII

Duration of Agreement

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

SCHOOL DISTRICT OF THE CITY OF BERKLEY
3127 Bacon Avenue
Berkley, Michigan

EXTRA SERVICES PAY SCHEDULE

1966 - 1967

<u>ACTIVITY</u>	<u>% of Base</u>	<u>\$5500 Base</u>
<u>SENIOR HIGH ATHLETICS</u>		
General Athletic Director	18%	\$990.00
Faculty Manager	11 1/2%	632.50
<u>FOOTBALL</u>		
Head Coach	18%	990.00
Assistants	12%	660.00
Reserve Coach	12%	660.00
Reserve Asst. Coach	12%	660.00
Scouting	2 1/2%	137.50
<u>BASKETBALL</u>		
Head Coach	18%	990.00
Reserve Coach	12%	660.00
Scorekeeper	2%	110.00
<u>BASEBALL</u>		
Head Coach	12%	660.00
Assistant (Reserve)	8%	440.00
<u>MISCELLANEOUS SPORTS</u>		
Wrestling Coach	14 1/2%	797.50
Asst. Wrestling	10%	550.00
Cross Country Coach	8%	440.00
Tennis Coach	8%	440.00
Golf Coach	7%	385.00
Head Track Coach	12%	660.00
Asst. Track Coach	8%	440.00
Wrestling - 7 & 8	5 1/2%	302.50
<u>JUNIOR HIGH ATHLETICS</u>		
Athletic Director	7%	385.00
<u>FOOTBALL</u>		
9th Grade Coach	7%	385.00
Lightweight Coach	6%	330.00
Heavyweight Coach	6%	330.00
<u>BASKETBALL</u>		
9th Grade Coach	7%	385.00
8th Grade Coach	6%	330.00
7th Grade Coach	6%	330.00
<u>BASEBALL</u>		
9th Grade Coach	4 1/2%	247.50
8th Grade Coach	4%	220.00
7th Grade Coach	4%	220.00

EXTRA SERVICES PAY SCHEDULE - (continued)

<u>ACTIVITY</u>	<u>% of Base</u>	<u>\$5500 Base</u>
<u>JUNIOR HIGH ATHLETICS</u> -(continued)		
<u>TRACK</u>		
9th Grade Coach	5%	\$275.00
7th & 8th Grade Coach	5%	275.00
<u>MISCELLANEOUS ACTIVITIES</u>		
Sr. High Student Council	8%	440.00
Jr. High Student Council	2 1/2%	137.50
Elementary Student Council	2%	110.00
<u>AUDIO VISUAL COORDINATORS</u>		
Elementary	2%	110.00
Yearbook Adviser	10%	550.00
Sr. High Newspaper	10%	550.00
Jr. High Newspaper	4 1/2%	247.50
Stage Commission	5 1/2%	302.50
Sophomore Class Sponsor	3%	165.00
Junior Class Sponsor	5%	275.00
Senior Class Sponsor	8%	440.00
Senior High Cheerleader	5 1/2%	302.50
Senior High G.A.A.	9 1/2%	522.50
Junior High Cheerleader	2%	110.00
Junior High G.A.A.	9 1/2%	522.50
Drama Productions & Activities	10 1/2%	577.50
Debate	8%	440.00
Service Squad Sponsor	2%	110.00
Safety Patrol Sponsor	2%	110.00
*Clubs, as approved by the administration	3%-5%-7%	385.00
Sponsor orientation program for foreign exchange	8%	440.00
All instrumental and secondary vocal music personnel	7 1/2%	412.50
Department Heads - Senior High	13%	715.00
Junior High	9%	495.00
**Counselors' increment	10%	550.00
Vocational Adviser	Increment	440.00
Driver Education - School year	\$5.00	

*To be determined by principal and superintendent

**Two weeks pro-rated + 10%

June 13, 1966

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SCHOOL DISTRICT OF THE CITY OF BERKLEY
3127 Bacon Avenue
Berkley, Michigan

TEACHERS' SALARY SCHEDULE*

1966 - 1967

<u>Step</u>	<u>Years of Experience</u>	<u>BA Degree</u>	<u>MA Degree</u>
1	0	\$5500	\$6050
2	1	5775	6325
3	2	6050	6600
4	3	6380	6930
5	4	6710	7260
6	5	7095	7645
7	6	7480	8030
8	7	7865	8415
9	8	8250	8855
10	9	8635	9295
11	10	9020	9735

*NOTE: Sixth-year step consisting of one additional step above master's schedule. Prior approval must be obtained by the superintendent's office of the program of studies leading to placement on this step.

9735
9275

10040

June 13, 1966
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SCHOOL DISTRICT OF THE CITY OF BERKLEY
3127 Bacon Avenue
Berkley, Michigan

PROPOSED
SCHOOL CALENDAR
1966-67

Monday - September 5	- Labor Day
Tuesday - September 6	- Building Conferences - 8:30 a.m. No classes
Wednesday - September 7	- Pre-opening Conferences - 8:30 a.m. No classes
Thursday - September 8	- Classes begin
Thursday - November 3	- MEA Teachers' Institute - No classes
Friday - November 4	- MEA Teachers' Institute - No classes
Wednesday - November 23	- Schools close end of day - Thanksgiving
Monday - November 28	- Classes resume
Friday - December 23	- Christmas recess begins - 2 p.m.
Tuesday - January 3	- Classes resume
Friday - January 27	- First semester ends - No classes - Records Day
Monday - January 30	- Second semester begins
Friday - March 17	- Schools close end of day - Easter Recess
Monday - March 27	- Classes resume
Monday - May 29	- Memorial Day Holiday
Tuesday - May 30	- Memorial Day
Sunday - June 11	- Senior Class Dedication and Reception
Wednesday - June 14	- Commencement
Thursday - June 15	- Records Day - No classes
Friday - June 16	- Second semester ends

Number of days teachers are on duty	189
Number of days in membership	187
Number of days pupils are in session	182

HIGHLIGHTS OF AGREEMENT

Between Berkley Education Association and Berkley Board of Education

A. Salary

1. <u>Year</u>	<u>Present Schedule</u>		<u>Proposed Schedule</u>	
	B.A.	M.A.	B.A.	M.A.
1	\$5,200	\$5,720	\$5,500	\$6,050
2	5,460	5,980	5,775	6,325
3	5,720	6,240	6,050	6,600
4	6,032	6,552	6,380	6,930
5	6,344	6,864	6,710	7,260
6	6,708	7,228	7,095	7,645
7	7,072	7,592	7,480	8,030
8	7,436	7,956	7,865	8,415
9	7,800	8,372	8,250	8,855
10	8,164	8,788	8,635	9,295
11	8,528	9,204	9,020	9,735

2. Percentage increase for Extra Service pay involving 58 categories and 150 positions.

B. Fringe Benefits

1. Hospitalization - single subscriber equivalent to Blue Cross comprehensive semi-private.
2. Retirement Benefits - 1% of minimum base times number of years of service in the district.
3. 10 sick leave days per year, accumulation of 170 plus 10.
4. Four teachers permitted sabbatical leave at half pay.
5. Three days of personal leave - liberalization of present policy.
6. Duty-free lunch hour as assigned by building.

C. Working Agreement

- I. Recognition of B.E.A. as sole negotiating representative
Establishment of formal negotiating procedure
Dues Deduction
- II. Teachers' Rights
B.E.A. may use school facilities
- III. Professional Compensation (Salary)
- IV. Teaching Hours
Duty Free Lunch
15 minute relief for elementary teachers where feasible.
- V. Teaching loads
Limit of 5 teaching and 1 preparation - Senior High
Limit of 6 teaching and 1 preparation - Junior High
Teacher consulted in reassignment of grade or subject.

Highlights of Agreement

- VI. Teaching Conditions
- A. Maintenance of current class size where possible.
 - B. Furnishing and laundry of specialized uniform.
 - C. Schools reasonably and properly equipped and maintained.
 - D. Lounge facilities for teacher use where practicable.
 - E. Beverage vending machines where cafeteria service not available. (upon request of B.E.A.)
 - F. Adequate parking facilities.
 - G. Teacher assignment made without discrimination.
- VII. Vacancies and Promotions
Posting and non-discriminatory application procedure for all promotional vacancies.
- VIII. Transfers
Transfers or reassignments - teachers' wishes will be considered.
- IX. Leave Pay
- A. Full pay including Workman's Compensation during absence as a result of personal injury suffered in course of employment - up to 180 days without deduction from sick bank.
 - B. Full pay for holidays when on sick leave or on paid days when substitute is not used when leave days are exhausted.
- X. Leave
- A. Leave days not chargeable to Teacher's allowance.
 1. 5 days for death in immediate family.
 2. Any administratively required medical exam.
 - B. Leave without pay
 1. Study
 2. Maternity
 3. Peace Corps
 - C. Sabbatical - Four teachers at half pay
 - D. Association officers - without pay
 - E. Armed Forces - credit including annual increment
- XI. Teacher Evaluation with full knowledge of teacher.
- XII. Protection of Teachers
Pupil requiring special attention, immediate reasonable steps will be taken to relieve teacher of responsibilities.
- XIII. Negotiation Procedures - formal plan to negotiate contract and grievances under the law.

Highlights of Agreement

XIV. Professional Greivance
Four-step procedure

XV. Professional Study Committee

Summer curriculum study - work pro-rated on salary
Some suggestions:

1. Program for seriously disturbed children.
2. Curriculum evaluation
3. Needed program for culturally deprived children.
4. Ungraded primary plan for pilot program.
5. More flexible scheduling for high school.
6. Study of Elementary Physical Education.

XVI. Miscellaneous:

- A. Adequate list of substitutes
- B. Agreement supersedes any rules, regulations or practices which are contrary or inconsistent
- C. Copies to each member

XVII. Agreement in effect for one year

July 1, 1966 to June 30, 1967