

8/31/68

67-68

A G R E E M E N T

OFFICE OF PROFESSIONAL NEGOTIATIONS
Michigan Education Association

Between the

BOARD OF EDUCATION OF THE SCHOOL
DISTRICT OF THE CITY
OF BERKLEY

and

THE BERKLEY EDUCATION ASSOCIATION

Berkley Board of Education

RECEIVED

FEB 1 1968

OFFICE OF
PROFESSIONAL NEGOTIATIONS

MEA
1216 Kendale
E. Lansing, MI
48823

1967-1968

2. No
3. 8-31-68
4. No
5. No

A G R E E M E N T

This Agreement entered into this 5th day of September, 1967 effective September 1, 1967, 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 "Association".

P R E A M B L E

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.

NOW THEREFORE, it is agreed:

ARTICLE I

Recognition

Section 1. The Board recognizes the Association as the sole and exclusive bargaining representative, as defined in Section II of Act 370, 'Public Acts of Michigan, 1965, for all teaching personnel, counselors, department chairmen, librarians and members of the special education staff (excluding substitute teachers, Directors of Special Education, supervisory and administrative personnel, and all other employees) as certified on February 2, 1966.

Section 2. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association) upon such conditions as the Association and the Board shall establish. Such sums shall be deducted as dues from the regular salaries of all teachers and remitted not less frequently than monthly to the Association.

Section 3. The Board agrees not to negotiate with any teacher or teacher organization other than the Association with respect to wages, hours, terms and conditions of employment for teachers covered by this

Agreement for the duration of this Agreement. Nothing contained herein shall be construed to prevent the Board or its designated representative from meeting with any teacher or groups of teachers for the purpose of hearing and discussing their views.

Section 4. All teachers covered under this Agreement shall have the right to join any teacher organization and nothing contained herein shall be construed so as to require membership in the Association or any other teacher organization, as a condition of employment.

A R T I C L E I I

Board Rights and Responsibilities

Section 1. Except as modified by the specific terms of this Agreement, the Board shall retain all rights and power to manage the Berkley School District, and to direct its employees, as conferred by the Laws and the Constitution of the State of Michigan and inherent in the Board's responsibility to manage the Public School System, including, but not expressly limited to, the right:

(a) to the executive management and administrative control of the school system and its properties and facilities, and the school activities of its employees during the employee working hours;

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

(c) to establish levels and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary and advisable by the Board;

(d) to provide and approve the selection of textbooks, teaching materials, and aids necessary for an adequate instructional program;

(e) to determine class schedules, hours of instruction, and the duties, responsibilities and assignments of teachers.

The exercise of all of the forgoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and applicable provisions of law.

Section 2. The Board, through its designees, has the responsibility to evaluate the work of its teachers. All observation of teachers shall be conducted openly and with the full knowledge of the teacher involved. Any evaluation that becomes a part of the teacher's personnel file shall be made in writing and reviewed with the teacher.

ARTICLE III

Teacher Rights and Responsibilities

Section 1. 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 hereunder to the teachers shall be in addition to those provided elsewhere.

Section 2. The Board will not discriminate against any teacher with respect to hours, wages, terms or conditions of employment by reason of his membership in or participation in the activities of the Association.

Section 3. Teachers shall be entitled to full rights of citizenship and no lawful religious or political activity of any teacher, or the lack thereof, shall be grounds for any discrimination or discipline with respect to the professional employment of such teacher; provided, however, that no teacher shall engage in any religious or political activity in the course of his school day employment.

Section 4. 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.

Section 5. The Board grants the Association the right to the reasonable use of school premises for its professional and business meetings upon the prior written request made by the Association and approved by the Superintendent or his designee. The Association agrees to pay any overtime costs for special facilities which may be incurred by the Board.

Section 6. No teacher shall be prevented from wearing insignia pins or other identification of membership in the Association either on or off school premises providing the wearing of the same is not disruptive of the educational process.

Section 7. The Board shall designate a bulletin board or an adequate portion thereof in each building for the posting of Association business notices and social announcements. All such notices or announcements shall contain the signature of an Association official.

Section 8. The Association shall have reasonable access to teacher mail boxes, interschool mail, and the public address system for its business notices and social announcements. All such notices and announcements shall contain the signature of an Association official, and copies thereof shall be furnished to the building principal.

Section 9. The Board agrees to furnish to the Association in response to 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 Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers, together with information which may be necessary for the Association to process any grievance or complaint. The Board will not be expected to compile information.

Section 10. Each teacher shall have the right upon request, and reasonable notice, to review the contents of his personnel file, excluding matters of a confidential nature, with the Deputy Superintendent.

Section 11. The Association and the teachers recognize it is neither their function nor right to assume administrative responsibilities. The teacher recognizes his responsibility to uphold and hereby agrees to uphold, all policies, rules and regulations promulgated by the Board, providing those policies, rules and regulations are not in conflict with this Agreement.

Section 12. The Board may require teachers to furnish proof of freedom from active tuberculosis.

Section 13. The management of students, before, during and immediately after the school day is an integral part of every professional educator's responsibility, and therefore all professional educators shall take appropriate and effective action to promote conditions in school buildings and on school property which are conducive to good discipline.

A R T I C L E I V

Professional Compensation

Section 1. The salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and made a part of this Agreement.

Section 2. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined, and encompasses professional duties and responsibilities which from time to time may require the expenditure of time beyond classroom duty hours.

Section 3. 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 Association and the Board in specific situations.

ARTICLE V

Teaching Hours and Teaching Load

Section 1. All teachers shall report fifteen (15) minutes prior to the commencement of normal school hours and shall be required to remain fifteen (15) minutes after the close of school hours in the afternoon. During such time, teachers shall be in the classroom or on normal school business. Teachers may leave early only when prearranged with an appropriate administrator.

Section 2. All teachers shall receive a duty-free uninterrupted lunch period as assigned to the students.

Section 3. Effective January 29, 1968, all elementary teachers shall receive, except in case of emergency, fifteen (15) minutes relief time per day.

Section 4. The normal weekly teaching load in the Senior High School will be twenty-five (25) fifty-five (55) minute teaching periods and five (5) fifty-five (55) minute unassigned preparation periods or the time equivalency. The normal weekly teaching load in the Junior High Schools will be thirty (30) forty-five (45) minute teaching periods and five (5) forty-five (45) unassigned preparation periods or the time equivalency. The normal weekly teaching load in the

elementary schools will be twenty-six (26) hours less relief time.

Section 5. The Board will pay the teacher at his hourly rate for time spent in any meeting, excluding those meetings initiated by teacher-student or teacher-parent, in excess of five (5) hours per month cumulative to a maximum of six hours per month.

Section 6. The Board will not require teachers, except in case of emergency to work in excess of the normal weekly teaching load unless agreed upon by the individual teacher, and then only at a rate equal to the substitute's hourly rate.

Section 7. The Board will not require a teacher to regularly teach more than the normal teaching load as set forth in this Agreement unless he receives additional compensation prorated at one fifth (1/5) of the teacher's contracted salary for each additional teaching period.

A R T I C L E 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.

Section 1. The parties agree that every effort will be made to keep class sizes to an acceptable number [approximately twenty-seven (27) on a district wide basis] as dictated by the financial condition of the District, the building facilities available, and the availability of qualified teachers.

Departure of any recognized norm may be authorized by the Superintendent.

The Superintendent will advise the Association prior to such departure.

Section 2. In the event an inequitable distribution of pupils should exist in a given grade level or subject area within a given building, the teacher affected may advise the appropriate administrator and such administrator shall attempt to effect a solution.

Section 3. 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.

Section 4. 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 thereof made by its representative and the teachers (See Appendix "B"). The Board agrees at all times to keep schools reasonably and properly equipped and maintained.

Section 5. To the extent practicable the Board shall make available in each school adequate lunchroom, lounge, and separate lavatory 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.

Section 6. The Board shall continue to provide the following:

- (a) a separate desk and/or file for each teacher with lockable drawer space;
- (b) adequate parking facilities;
- (c) adequate chalkboard space in every classroom;
- (d) attendance books, paper, pencils, pens, chalks, erasers and other similar material required in daily teaching responsibility;
- (e) suitable locker space for the storage of coats and personal articles;
- (f) copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach;

(g) a dictionary in every classroom where appropriate;

(h) vending machines for teachers when requested by the Association.

A R T I C L E V I I

Assignments

Section 1. All assignments shall be made at the discretion of the Administration. In making assignments the area of teacher competence, teaching certificates, or the major and minor fields of study shall be considered. Teachers shall not be assigned outside of their area of competence except temporarily and for good cause and then only after administrative consultation.

Section 2. All teachers shall be notified in writing of any changes in their teaching programs and schedule for the ensuing year, as soon as practicable. Should circumstances or conditions arise which necessitate a change in teaching assignments after a teacher is notified of his teaching program or schedule for the ensuing year, the teacher will be notified and consulted prior to making such change effective.

Section 3. In order to facilitate scheduling teaching assignments for the ensuing school year, teachers desiring a change in grade and/or subject assignment should notify the Board in writing prior to April 15 of

the current school year. Such written statement shall include the grade and/or subject to which the teacher is currently assigned, the grade and/or subject to which the teacher desires to be assigned, the reasons for such change in assignment and the applicant's academic qualifications.

Section 4. Any assignment in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra services enumerated in Appendix "A", and summer school courses, shall not be obligatory, but shall be with the consent of the teacher. In making such assignments, qualifications being equal, preference will be given to teachers regularly employed in the district and in their subject area.

Junior High School teachers with equal qualifications and experience will be given an equal opportunity to teach High School summer classes.

A R T I C L E V I I I

Transfers

Section 1. Each year prior to March 1, teachers may request transfer to another school for the ensuing school year commencing the following September. The teacher shall make such a request in writing, set forth the reason for the transfer request, the school sought and shall outline his

qualifications for the position desired. Upon the approval of the Superintendent, or his designee, the transfer may be consummated.

Section 2. In the event a transfer of a teacher is necessary, the teacher's wishes shall be considered.

Section 3. Notice of transfer shall be given to a teacher as soon as practicable.

Section 4. Any teacher who shall be transferred to a supervisory or executive position and shall later return to teacher status shall be entitled to retain such rights as he would have had under this Agreement had he not transferred to a supervisory or executive position.

A R T I C L E IX

Vacancies

A. In filling vacancies or new positions the Board shall continue to seek out the best qualified candidates available. All qualified teachers will be given an opportunity to make application for such positions. If in the determination of the Board or its designee the qualifications of all candidates are equal, preference will be given to candidates within the school system.

ARTICLE X

Paid Leave Policy

I. - Sick Leave

Section 1. A teacher will be allowed leave of absence on account of personal illness or injury to the extent of ten (10) days per school year. A teacher shall receive credit at the end of the school year for the unused portion of the ten (10) day sick leave allowance. The accumulated maximum total days which may be used for personal illness or injury shall not exceed 180 days in any school year.

Section 2. At the beginning of each school year each teacher shall contribute one (1) day of the foregoing sick leave allowance to a common bank to be administered by the Board. Teachers who have exhausted their accumulated sick leave allowance may make withdrawals from the common bank under conditions to be established by the Board and the Association.

Section 3. 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 in lieu of sick leave pay.

Section 4. Should the Board have cause to believe that a teacher is abusing the sick leave policy the Board may require a physician's statement at the time the teacher returns to school.

Section 5. Any teacher who is unable to return to duty following two (2) consecutive weeks of illness may be required to present a certificate of ableness, signed by a physician, to the Superintendent before returning to work. The Board reserves the right to require the teacher to be examined by a Board designated physician at Board expense.

II - Personal Business Leave

Section 1. Three (3) days, non-cumulative, may be granted to each teacher to transact personal business (i. e. legal, medical, religious, etc.) which requires absence during school hours and which cannot reasonably be transacted outside of school hours. Applications for personal business leave shall be made on forms provided and shall briefly state the reason for such leave and shall evidence the fact that such business cannot be reasonably transacted outside of school hours. Applications for such leave shall be filed with the Principal as far in advance as practicable and at least two (2) school days prior to the date the intended leave is to begin, except in case of emergency. Additional information regarding the purpose of the leave may be requested by the Principal if warranted by the teacher's attendance record, or if the Principal has just cause to believe that the leave is to be used improperly. Personal business leave days are to be used only for sound and pressing reasons. Improper use

of personal business leave will result in the loss of salary for the day or days in question. Examples of unacceptable uses of personal business leave days include:

1. Recreational pursuits
2. Other employment
3. Social functions
4. Travel
5. Child care
6. Economic gains

Personal business leave shall not be granted immediately before or after a holiday, vacation period, or other school recess, except for good cause.

To avoid unanticipated loss of wages, it is advised that teachers consult with their Principals and/or Association representatives regarding the propriety of their leave prior to its use.

III - Terminal Leave

Section 1. Upon retirement a teacher with a minimum of ten (10) continuous years in the school district shall receive a terminal leave payment equal to one percent (1%) of the minimum base salary schedule for teachers times the number of years of service in the Berkley School District.

IV - Sabbatical Leave

Section 1. Pursuant to Section 572 of the School Code of 1952, a maximum of two percent (2%) of the bargaining unit who have been employed for seven (7) consecutive years may be granted a sabbatical leave for one year. Leaves for professional study, for work on publications, for travel, or for travel combined with study, which, in the opinion of the Superintendent, will improve instruction in the Berkley Public Schools, or will improve the efficiency of the teacher, shall be considered consistent with the purpose of sabbatical leave.

Section 2. The Sabbatical Leave Policy is set forth in Appendix "C".

V - Miscellaneous

Section 1. Leaves of absence with pay not chargeable against the teacher's sick leave allowance shall be granted for the following reasons:

(a) such time as is necessary up to a maximum of five (5) days per school year for a death in the immediate family;

(b) any administratively required medical examination.

A R T I C L E X I

Unpaid Leaves of Absence

Section 1. Leaves of absence may be granted for the following

reasons: health, maternity, military service, Peace Corps, Teacher Corps, study, research, or special teaching assignment involving probable advantage to the School System. All leaves shall be arranged for in advance except in case of emergency and shall be with the approval of the Superintendent. All leaves of absence, except military service, shall be subject to the following conditions:

(a) No extension of a leave of absence, or a second leave of absence, shall be granted except upon the recommendation of the Superintendent of Schools.

(b) A teacher on a leave of absence must give written notice to the Superintendent of Schools by March 1st of the year the leave expires of his intention to return or resign. Failure to furnish such notice shall constitute a notice of resignation.

(c) In addition, unpaid leaves of absence shall be subject to the applicable provisions listed below.

Section 2. Health leaves, when recommended by a physician, shall be granted up to a maximum of one (1) year. At the end of such leave, the teacher must either return or resign unless a special extension is recommended by the Superintendent. Notice of intention to return to duty after a health leave shall be accompanied by a written statement from a physician certifying the fitness of the teacher to return to his duties. When the teacher's health permits his return the Superintendent shall give him an assignment at the beginning of the following school year.

Section 3. Maternity Leave

(a) A maternity leave of up to one (1) year shall be granted upon written request and upon proper certification of pregnancy by the teacher's physician.

(b) The maternity leave shall begin not later than the end of the fifth (5th) month of pregnancy (provided, however, that when such date falls within one (1) school month of the end of the semester the teacher will be permitted to complete the semester providing she is able), or the end of the current semester, and shall continue for a minimum of six (6) months after the child's birth and a maximum of one school year.

(c) In the event of a miscarriage the School District's sick leave policy shall apply.

(d) In the event of a premature birth the provisions of this section shall be applicable.

(e) A teacher returning from maternity leave shall be placed on that step of the salary schedule which she left.

(f) Exceptions to the abovementioned policy may be made upon the recommendation of the teacher's Principal together with a written statement from a physician approving such deviation from this policy and shall be subject to the approval of the Superintendent.

Section 4. Leaves of absence for study, research, or for special assignment involving probable advantage to the school system may be granted for a minimum of one (1) year. Any period so served shall be treated as time taught only for purposes of the salary schedule in Appendix "A" of this Agreement.

Section 5. Leaves of absence for service in the Peace Corps or Teacher Corps shall be granted for a maximum of one (1) year. Any period

so served shall be treated as time taught for purposes of the salary schedule set forth in Appendix "A" of this Agreement.

Section 6. Any teacher covered by the salary schedule in Appendix "A" who enters into active duty in the Armed Forces of the United States because:

- i) he is drafted; or
- ii) he is about to be drafted and enlists in order to become placed in a preferred branch of the military service; or
- iii) he enlists or is recalled in time of national emergency .

shall be entitled to be reinstated in the position he is vacating, or one of like status and shall receive full credit including the annual increment under the salary schedule for the time spent while in said military service, provided the teacher serves only one (1) draft term, the minimum enlistment term, or until the state of emergency is ended, and provided also that:

- (a) The position vacated is other than temporary.
- (b) He is discharged under honorable conditions from the armed services.
- (c) He applies for re-employment within ninety (90) days after discharge or release from active duty or from hospitalization continuing after discharge or release from active duty for a period of one (1) year.

(d) He is still qualified to perform the duties of his position.

All provisions of this policy shall be in accordance with state and federal laws governing military leaves of absence.

Section 7. An unpaid leave of absence for purposes other than those enumerated in section A of this Article may be granted for a period not to exceed one (1) year with the approval of the Superintendent.

A R T I C L E X I I

Teacher Protection

Section 1. Any pupil who creates a serious disturbance in the classroom or otherwise refuses to adhere to reasonable standards of conduct shall be sent to or reported to the office of the Principal or Assistant Principal. The Principal or Assistant Principal may request that the teacher furnish the Principal or Assistant Principal with a written statement of the problem within twenty-four (24) hours. The Principal or Assistant Principal shall, after investigation and consultation with the parties, determine the appropriate action to be taken. The teacher shall be advised of such action.

Section 2. 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, law enforcement personnel, physicians or other professional persons, the teacher shall notify the Principal and the Principal shall take such action as he deems appropriate and necessary.

Section 3. A teacher may remove a pupil for one class period when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the Principal, as promptly as his teaching obligations will allow, full particulars of the incident.

Section 4. A complaint by a parent of a student directed towards a teacher shall not be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified.

Section 5. Teachers shall observe all rules concerning discipline of students as are established by the Board and the State of Michigan under Public Act 290, 1964. In the event criminal or civil proceedings are brought against any teacher in which it is alleged a teacher has committed an assault in the course of his employment the Board or its designee will conduct an

investigation and determine whether or not it will furnish counsel for such teacher. In the event the Board refuses to furnish counsel and the teacher is ultimately found not guilty, the Board will reimburse the teacher for legal counsel fees expended in an amount not to exceed the sum recommended as the minimum fee by the State Bar of Michigan. The teacher shall furnish the Board with a statement from his legal counsel certifying the legal fees actually paid by the teacher, excluding any legal fees paid by insurance or other sources.

Section 6. Time lost by a teacher in connection with any justifiable incident mentioned in this Article shall not be charged against the teacher.

Section 7. If a teacher is injured in the course of employment, 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.

A R T I C L E XIII

Professional Grievance Negotiation Procedures

Section 1. Definitions

(a) A "grievance" is a claim of violation of this contract or a dispute as to the interpretation or application of this contract.

(b) The "aggrieved person" is the person or persons making the claim.

(c) The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this contract.

(d) 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.

(e) The term "days" shall mean school days.

Section 2. 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 5 of this Article.

Section 3. Structure

(a) There shall be one or more Association Representatives for each school building and the Administration notified of the identity of the same.

(b) The Association shall have a professional grievance committee and the Administration shall be notified of the identity of the same.

(c) The Board shall designate its representatives when the grievance involves more than one school building and the Association shall be notified of the identity of the same.

Section 4. 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 in writing.

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

A. Level One

A teacher with a grievance may discuss it with his immediate supervisor or principal, either individually, together with his Association Representative, or through the Association Representative, within ten (10) days from the event upon which the grievance is based.

B. 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 within twenty (20) days from the event upon which the grievance is based. The Association Representatives will assist in writing the grievance.

(b) Within five (5) days of receipt of the grievance the Association shall decide whether or not there is a legitimate grievance. If the committee decides that no grievance exists and so notifies the claimant,

the teacher may continue to process his claim without Association 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.

C. 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, within forty (40) days from the event upon which the grievance is based, refer the grievance through the Association 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 representatives; provided however that at least one member of the Board of Education shall be a member of said committee. Within ten (10) days from receipt of the

written referral by the Board, its Review Committee shall meet with the Association Representative for the purpose of arriving at a mutually satisfactory solution to the grievance. A decision shall be rendered within ten (10) days.

D. 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 be submitted to the State Labor Mediation Board within five (5) days. The mediator appointed by the Mediation Board shall issue his recommendation within fifteen (15) days of the date of the original submission of the grievance to the Mediation Board.

E. Level Five

In the event the grievance is not satisfactorily resolved at Level Four, or if no decision is reached within the fifteen (15) day period, the grievance

may be submitted to advisory arbitration, provided that the party desiring such advisory arbitration shall serve written notice of the request for submission to arbitration upon the other party within ten (10) days following the date of the disposition of the grievance under Level Four.

Following the written notice of the request for submission to arbitration the Association and a Committee of the Board or its designees shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within ten (10) days after the date of the request for submission to arbitration the arbitrator shall be selected according to the rules of the American Arbitration Association.

The arbitrator's fees and expenses shall be shared equally by the Board and the Association. The expenses and compensation

of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.

The arbitrator shall render his opinion only with respect to the particular grievance submitted to him and such opinion shall be advisory only and shall not be binding upon the Board or the Association.

Section 5. 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 Association or its affiliates. Provided, further, when a teacher is not represented by the Association the Association may, by administrative action, be present and state its views at all stages of the grievance proceeding.

Section 6. Miscellaneous

(a) A grievance may be withdrawn at any level without prejudice or record. However, if, in the

judgment of the Association Representative, the grievance affects a group of teachers, the Association may process the grievance with the permission of the aggrieved at the appropriate level.

(b) The grievance discussed and the decision rendered at Level One shall 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.

(c) 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.

(d) Forms for filing and processing grievances shall be designed by the Superintendent and the Association Representative, shall be prepared by the Superintendent, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.

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

Section 7. A complaint or a dispute involving the discharge or demotion of a teacher on continuing tenure shall not be subject to the grievance procedure provided in this Agreement. Any such complaint or dispute shall be submitted to the Superintendent in writing and shall be presented, heard and resolved pursuant to the provisions of Act 4, Public Acts of Michigan 1937 (Ex. Sess.) as amended (Tenure of Teachers Act); provided that the Association or its representative may be a consulting party to any discharge or demotion proceeding upon the request of the aforementioned teacher.

A R T I C L E XIV

Civil Rights

Section 1. The Association agrees to continue to admit persons to membership without discrimination on the basis of race, creed, color,

national origin or sex and to represent all teachers without regard to membership or participation in, or association with the activities of any teacher organization.

Section 2. The Board agrees to continue its policy of not discriminating against any teacher on the basis of race, creed, color, national origin or sex in the hiring, placement, and assignment of teaching personnel.

A R T I C L E X V

Insurance

Section 1. The Board will provide up to full family insurance coverage for all eligible employees. Full family coverage shall mean the cost of the Blue Cross and Blue Shield Comprehensive Hospital, Regular M-75, D and M Rider, Certified, policy applicable to the classification and family status of the employee concerned.

Section 2. The premium for an approved group policy other than Blue Cross will be paid to the insurance carrier by the Board in an amount equal to the cost of the Blue Cross coverage for which the employee is eligible under this Agreement. No income protection coverage shall be paid by the Board except that required for basic eligibility for coverage under such policy with the total amount to be paid not to exceed the amount of the premium for the Blue Cross insurance for which the employee is eligible.

A R T I C L E X VI

Miscellaneous Provisions

Section 1. The Board shall attempt 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.

Section 2. Copies of this Agreement shall be reproduced at the expense of the Board and shall be presented to all teachers now or hereafter employed by the Board.

Section 3. The Association may be given, upon the recommendation of the Association President and subject to the approval of the Deputy Superintendent, released time to be utilized by Association officers or representatives for attendance at professional activities such as professional conferences, workshops, R.A. assemblies and grievance proceedings.

Section 4. The Board will continue to permit teachers to use telephones for personal (excluding toll calls) and professional calls.

A R T I C L E X VII

Partial Invalidity

Section 1. If any provision of this Agreement or any application

of this Agreement to any teacher or group of teachers shall be found contrary to state and federal law, 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.

A R T I C L E XVIII

Amendment

Section 1. Written amendments to this Agreement may be made by mutual consent of the parties.

A R T I C L E XIX

Duration

Section 1. This Agreement shall be effective as of September 1, 1967 and shall continue in effect for one (1) year until August 31, 1968. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

BERKLEY EDUCATION ASSOCIATION

by _____

by _____

BERKLEY BOARD OF EDUCATION

by _____

by _____

APPENDIX "A"

TEACHERS' SALARY SCHEDULE

<u>Step</u>	<u>Years of Experience</u>	<u>1967-1968</u>	
		<u>BA Degree</u>	<u>MA Degree</u>
1	0	\$ 6250.00	\$ 6875.00
2	1	6563.00	7188.00
3	2	6876.00	7501.00
4	3	7251.00	7876.00
5	4	7626.00	8251.00
6	5	8064.00	8689.00
7	6	8502.00	9127.00
8	7	8940.00	9565.00
9	8	9378.00	10,065.00
10	9	9816.00	10,565.00
11	10	10254.00	11,065.00

*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.

Staff assigned to vocational education classes who hold a permanent vocational certificate will be entitled to one additional increment.

APPENDIX "A" (cont.)

EXTRA SERVICES PAY SCHEDULE

1967-1968

<u>ACTIVITY</u>	<u>% of Base</u>	<u>\$6250 Base</u>
<u>SENIOR HIGH ATHLETICS</u>		
General Athletic Director	18%	\$1125.00
Faculty Manager	11 1/2%	719.00
<u>FOOTBALL</u>		
Head Coach	18%	1125.00
Assistants	12%	750.00
Reserve Coach	12%	750.00
Reserve Asst. Coach	12%	750.00
Scouting	2 1/2%	156.00
<u>BASKETBALL</u>		
Head Coach	18%	1125.00
Reserve Coach	12%	750.00
Scorekeeper	2%	125.00
<u>BASEBALL</u>		
Head Coach	12%	750.00
Assistant (Reserve)	8%	500.00
<u>MISCELLANEOUS SPORTS</u>		
Wrestling Coach	14 1/2%	906.00
Asst. Wrestling	10%	625.00
Cross Country Coach	8%	500.00
Tennis Coach	8%	500.00
Golf Coach	7%	438.00
Head Track Coach	12%	750.00
Asst. Track Coach	8%	500.00
Wrestling - 7 & 8	5 1/2%	344.00
<u>JUNIOR HIGH ATHLETICS</u>		
Athletic Director	7%	438.00
<u>FOOTBALL</u>		
9th Grade Coach	7%	438.00
Lightweight Coach	6%	375.00
Heavyweight Coach	6%	375.00
<u>BASKETBALL</u>		
9th Grade Coach	7%	438.00
8th Grade Coach	6%	375.00
7th Grade Coach	6%	375.00
<u>BASEBALL</u>		
9th Grade Coach	4 1/2%	281.00
8th Grade Coach	4%	250.00

EXTRA SERVICES PAY SCHEDULE (continued)

<u>ACTIVITY</u>	<u>% of Base</u>	<u>\$6250 Base</u>
7th Grade Coach	4%	250.00
<u>TRACK</u>		
9th Grade Coach	5%	313.00
7th & 8th Grade Coach	5%	313.00

MISCELLANEOUS ACTIVITIES

Sr. High Student Council	8%	500.00
Jr. High Student Council	2 1/2%	156.00
Elementary Student Council	2%	125.00
Elementary Audio Visual Coordinators	2%	125.00
Yearbook Adviser	10%	625.00
Sr. High Newspaper	10%	625.00
Jr. High Newspaper	4 1/2%	281.00
Stage Commission	5 1/2%	344.00
Sophomore Class Sponsor	3%	188.00
Junior Class Sponsor	5%	313.00
Senior Class Sponsor	8%	500.00
Senior High Cheerleader	5 1/2%	344.00
Senior G. A. A.	9 1/2%	594.00
Junior High Cheerleader	2%	125.00
Junior High G. A. A.	9 1/2%	594.00
Drama Productions & Activities	10 1/2%	656.00
Debate	8%	500.00
Service Squad Sponsor	2%	125.00
Safety Patrol Sponsor	2%	125.00
*Clubs, as approved by the administration	3%-5%-7%	438.00
Sponsor orientation program for foreign exchange	8%	500.00
All instrumental and secondary vocal music personnel	7 1/2%	469.00
Department Heads - Senior High	13%	813.00
Junior High	9%	563.00
** Counselors' Increment	10%	625.00
Driver Education	\$5.60 hr.	
** Diagnostician	10%	625.00
Detention Hour		400.00
Junior Class Prom	5%	313.00

* To be determined by principal and superintendent

** Two weeks prorated plus 10%

A P P E N D I X "B"

PROFESSIONAL STUDY COMMITTEE AND CURRICULUM COMMITTEES

Section 1. To bring about more meaningful participation of the professional staff in curriculum development, a Professional Study Committee is established. The chief function of this committee is to provide a means through which the professional staff may be involved in the development and improvement of the instructional program.

Section 2. Functions of the Professional Study Committee

- A. To serve as a structure through which the professional staff may make recommendations to the administration regarding curriculum study. Examples:
 - 1. Providing channels through which the professional staff may communicate suggestions.
 - 2. Identifying curriculum areas in which study is desirable.
 - 3. Cooperating in the development of appropriate guidelines for curriculum study.
 - 4. Suggesting priorities of curriculum study.
 - 5. Cooperating in the planning of inservice programs.
- B. To report to Association and administrative leadership the findings and recommendations of the PSC.

Section 3. Composition of the Professional Study Committee

- A. Membership

1. Teachers: five representing each of three levels.

2. Administrators: four

a. The elementary and secondary curriculum directors

b. An elementary and secondary principal.

3. The five (5) teacher members shall be appointed by the Association. The four (4) administrative members shall be appointed by the Superintendent or his designee. All committee members shall be appointed for at least one (1) year.

B. Regular monthly meetings and others at the discretion of the committee with released time for members.

C. Chairmanship: The committee, early in its deliberations, will elect a chairman who will serve for one year.

Section 4. Recommended procedures for initiating curriculum committees

A. Formulation of a committee-at-large. An invitation will be issued by curriculum directors to the staff at large (in certain situations to members of a department) to participate, voluntarily, in sessions of an exploratory nature...those attending will form a committee-at-large.

B. Functions of a committee-at-large

1. Discuss curriculum concerns related to a proposed curriculum study area, at this, to determine the nature and scope of the problem.
2. Determine the need for further study of the proposed curriculum area.
3. Recommend that study be undertaken and that an appropriate study committee be established.
4. Meet as required to receive reports and recommendations of study committee(s).

NOTES: It is expected that such meetings might be called when the study committee

- a. Has developed a set of goals and an approach to a particular curriculum area and is prepared to report the above for the approval of the committee-at-large.
- b. Has concluded its study and has developed a course of study, selected curriculum materials, or has developed an appropriate curriculum guide and is prepared to report the above for the approval of the committee-at-large.
- c. Feels it needs direction from the committee-at-large.

C. Organization of a study committee. The Administration will select from those who volunteer from the professional staff, or from those who have a manifest interest in the field, individuals who have the qualifications necessary to undertake work of a study committee.

D. Functions of a study committee.

- 1. Develop a curriculum study under the direction of the curriculum director which may include the following:
 - a. Survey current practices
 - b. Survey staff concerns
 - c. Determine overall objectives, major concepts, topics and skills to be taught and develop an instructional approach.
 - d. Organize program content and select appropriate resources.
 - e. Develop adequate teaching guides.
- 2. Report periodically to the committee-at-large.
 - a. When items a, b and e above have been completed.
 - b. When items d and e have been completed.
 - c. See III B, 4.
- 3. Upon approval of its reports by the committee-at-large, it presents its recommendation to the administration and the Board of Education for adoption.

E. Further considerations.

- 1. Committees-at-large should determine by the spring of each academic year the need for undertaking studies, in order that appropriate provisions (including budget requests) may be made.

2. Committees-at-large meet voluntarily after school hours.
3. Study committees may meet under the following provisions:
 - a. On released time, for example, one half day once every three weeks;
 - b. After school hours for a predetermined stipend.
 - c. During the summer for a predetermined stipend.

A P P E N D I X "C"

SABBATICAL LEAVE POLICY

Authorization

Upon recommendation of the Superintendent of Schools, the board of education may grant a sabbatical leave of absence to teachers who have been employed by the School District of the City of Berkley for a period of seven consecutive years. Said leave may not exceed a period of one year and is subject to state code #340.572.

Purpose

The sabbatical leave policy is designed to provide an opportunity for selected staff members to develop their professional competence and personal growth, which consequently would serve to enhance the general welfare of the public schools.

Conditions

1. The teacher will be considered to be an employee of the board of education during sabbatical leave.
2. The teacher will be paid one-half of the annual salary he would have received had he remained in the school district and will be paid on the regular pay periods during sabbatical leave.
3. Withholding from the teacher's salary for social security, retirement, hospitalization and income tax will be made by the school district during the period of sabbatical leave.
4. The regular sick leave policy of the district shall apply to the teacher on sabbatical, including the accumulation of unused sick leave days.
5. Teachers on sabbatical leave will be granted credit toward retirement for the period of time on sabbatical, consistent with the rules and regulations established by the boards of control of public school employees' retirement funds.

6. The teacher shall be entitled to the salary increment he would have received had he been teaching in the district during the period of the sabbatical.
7. The teacher, upon return from sabbatical leave, shall be restored to his or her position or to a position of like nature, seniority, status and pay. Said teacher shall be entitled to participate in any other benefits that may be provided for by rules and regulations of the board made pursuant to law.
8. A maximum of two percent (2%) of the bargaining unit as identified in the contract will be eligible to take sabbatical leave during any given period of time.
9. The minimum term for sabbatical leave shall be no less than one full semester and the maximum term shall be no more than two full semesters (consecutive).
10. While on sabbatical leave, it shall be the responsibility of the teacher to submit such reports as may be deemed necessary by officials of the school district.
11. The Board of education at any time it deems proper and with sufficient cause, and in accord with the state tenure act and any statutes or board policies pertinent thereto, can suspend further compensation to the employee on sabbatical leave.
12. The teacher must serve the Berkley School District for a minimum period of two years immediately after return from sabbatical leave or compensate the district in an amount equivalent to that received in wages, insurance premiums, retirement and social security for the period of time the teacher was on sabbatical. Such reimbursement must be made within one year after termination of the sabbatical and may be waived or postponed only with the approval of the board of education.
13. Within thirty days after resuming his position as a teacher in the district, the teacher must submit a report to the board of education and the superintendent including such information as:
 - a. institution attended
 - b. course pursued

- c. travel itinerary
- d. credits received
- e. experience gained
- f. appraisal of professional value of experiences and study to teacher and school district.
- g. statement of manner in which knowledge and experience gained may be applied in classroom setting

Application and Selection Procedures

1. Application forms for sabbatical leave may be obtained at the Division of Instruction.
2. Completed applications or requests for sabbatical leave must be made by March 1 of the school year prior to the school year for which sabbatical leave is requested, and are to be filed at the Division of Instruction.
3. Notice of approval or reasons for rejection of the request for sabbatical leave shall be given to the applicant by the superintendent within thirty days of March 1.
4. Proposals for sabbatical leave must give promise of genuine professional improvement and might include:
 - a. formal study at an approved institution
 - b. travel related to professional growth
 - c. project or research with sanction of an approved institution
 - d. writing pertinent to his teaching position
 - e. work related to professional development in his field of specialization
5. Screening for sabbatical leave candidates shall be conducted by the administration and may include a personal interview as well as an evaluation of stated requirements and credentials.
6. Leave will be recommended for candidates considered by the administration to be the best qualified, with due regard given professional background and length of service to the district. Level or position shall not be a determining or restrictive factor in the selection of sabbatical candidates.

7. Recommendations for sabbatical leave shall be made by the administration to the board of education.
8. Approval of any request for sabbatical leave may be contingent upon procurement of a satisfactory replacement.
9. Changes in an approved program must have the approval of the superintendent of schools and the board of education.
10. A sabbatical leave may be discontinued upon mutual agreement of the board of education and the teacher on sabbatical leave.

1968, Article V, section 3 of the Agreement shall become operative.

2) Should the number of sick leave days in the common sick leave bank provided for in Article X, section 2, of the Agreement be exhausted during the 1967-68 school year, then the former policy contained in Article IX, Section D of the 1966-67 Agreement shall take effect. In the event the sick leave days in the common bank are not exhausted then the policy contained in Article IX, section D of the 1966-67 Agreement shall be null and void and of no effect.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their respective duly authorized representatives on September 5, 1967.

BERKLEY EDUCATION ASSOCIATION

by _____

by _____

BERKLEY BOARD OF EDUCATION

by _____

by _____