OFFICE OF PROFESSIONAL NEGOTIATIONS
Michigan Education Association

FILE

BLISSFIELD COMMUNITY SCHOOLS PROFESSIONAL EMPLOYMENT CONTRACT

This contract entered into this first day of September, A.D., 1966
between the Blissfield Community School District, hereinafter referred
to as the "District", and the Blissfield Education Association, hereinafter referred to as the "Association".

# Witness

Whereas, the Board on behalf of the District and the Assocation are desirous of providing quality education for the school children of the district and after extensive negotiations between the parties have arrived at the following terms and conditions to effectuate such a policy.

In consideration of the following mutual covenants the Board, on behalf of the District and the Association agree as follows:

# Article I

# Recognition and Terms

The District recognizes the Association as the sole and exclusive bargaining representative with respect to wages, hours and working conditions for all elementary and secondary teachers who are certified, and regularly employed teachers. The term of this contract shall be three years and shall expire on the thirty-first day of August, 1969. The salary schedule attached hereto and marked Appendix I shall be in effect for the 1966-67 school year and renegotiated for the 1967-68 and 1968-69 school years.

# Article II

# Teacher Rights and Teaching Conditions

A. The Association and its members shall have the right to use school building facilities at reasonable times mutually agreeable to the parties hereto.

B. The District recognizes that appropriate texts, library facilities, maps and globes, laboratory equipment, art supplies, audio-visual equipment, athletic equipment, current periodicals, standard tests, and questionnaires,

w. ang. 31, 1969

2. and similar materials are the tools of the teaching profession. The parties concerned will confer from time to time for the purpose of improving the selection and use of such educational tools, and the Board on behalf of the district agrees at all times to keep the schools thus reasonably and properly equipped and maintained, if the budget will allow. C. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment. D. A vending machine for appropriate beverages shall be installed, if reasonable and convenient, at the request of the Association. E. Parking facilities on existing parking areas shall be made available to teachers. F. One full day at the conclusion of each semester shall be provided for the purpose of concluding semester's work. All teachers shall be present for the full day. G. Teachers shall be entitled to full rights of citizenship and no religious or political activities, or the lack thereof, of any teacher, unless contrary to state or federal law, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, unless such activity is carried into the classroom. Article III Teaching Loads and Assignments A. Because the pupil teacher ratio, class assignment and teaching load are an important aspect of an effective educational program, the parties agree that class size, class assignment and teaching load be equalized if possible and shall be reasonably consistent with policies established by the State Department of Education. Article IV Teaching Hours A. The teacher's normal teaching hours shall be as follows: 1. Teachers shall be in their room thirty minutes before the

- 3. Hours and functions of special scheduledteachers such as counselors, librarians, music, speech correctionist, elementary art and other special teaching classifications shall be arranged by the administration in a reasonable and consistent manner.
- 4. Teachers shall not leave school property during school hours except for lunch period, except in emergencies, with prior approval of the principal.
- \* Special arrangements will be made by the administration for double sessions.
- B. An attempt will be made through cooperative effort of teachers with the administration to provide teachers with a twenty-five minute duty free lunch period.
- C. It shall be the duty of all teachers to attend meetings called by the administration, unless duly excused, without extra pay.

### Article V

# Teacher Evaluation

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

Each teacher shall have the right, upon written request, to review
the contents of his own personnel file, in the presence of an administrator,
at a reasonable and mutually agreeable time, in regard to local observational reports

- C. No teacher shall be reduced in rank or compensation or deprived of any professional advantage without just cause.
- D. Nothing contained herein, will deprive the Board of any right which it has under the Michigan Teacher Tenure Act with regard to teachers.

### Article VI

# Absences and Leaves of Absence of Employees

- A. Acceptable reasons for leave with pay are personal illness or injury, quarantine, and serious illness or death in the immediate family of the employee. "Immediate family" means father, mother, brother, sister, husband, wife, child and parent-in-law.
- B. The annual allowance for contractural staff members who are absent for any of the reasons listed in the above paragraph will be:
  - 1. Ten days per year with full pay, accumulative to sixty days.
  - 2. The administration may request a doctor's report after three consecutive days of absence for illness.
- C. Any teacher whose personal illness extends beyond the period compensated under Section B shall be granted a leave of absence without pay for a time not to exceed one year from commencement thereof.

Any teacher granted Workmen's Compensation benefits shall be extended a leave of absence for such period of time as benefits are paid.

The teacher may return to employment the following semester providing said teacher presents a written statement from a physician designated by the administration stating that it is satisfactory for him/her to do so.

- D. Two days for "personal business" may be granted if prior approval by the principal is given. Time will be deducted from sick leave.

  "Personal business", in general, is interpreted to be legal or business matters that cannot be conducted outside of regular school hours.
- E. Unless otherwise specified, a leave of absence when granted by the District through the Board of Education, without pay, shall entitle the employee to return to employment in the first vacant position for which, in the opinion of the Superintendent of Schools, he is qualified. It shall not entitle the employee to sick leave. It shall not entitle the employee to advancement on schedule for the time away from actual

5. employment unless pre-arranged with the Superintendent of Schools. F. 1. Maternity leave shall be granted without pay upon written request for such leave, after proper certification of pregnancy by the employee's physician, provided such contract teacher has been employed by the District two or more years prior to receipt of such request. 2. Pregnancy shall not be considered as sick leave within the interpretation of sick leave policy. 3. Said teacher shall be entitled to return from such leave at the beginning of the next school year. The teacher will be given primary consideration for job openings at any time within five years if a vacancy exists for which she is qualified. G. 1. Military or Peace Corps leave of absence shall be granted to any tenure teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces or Peace Corps of the United States. Such time shall not exceed the period required by the branch to complete obligations. 2. Teachers on military or Peace Corps leave shall be given the benefit of any increments and sick leave allowances which would have been credited to them had they remained in active service to the school system. 3. Such teacher shall be re-employed on termination of service provided a vacancy exists for which he or she is qualified.

## Article VII

# Vacancies and Promotions

Whenever any vacancy in any certified professional position in the district shall occur, the Board shall give prompt written notice to the Association President. Any teacher may apply for such vacancy. The Board or its representative will consider all applicants.

#### Article VIII

### Protection of Teachers

- A. Any case of assault by a student or parent of a student upon a teacher on school premises during the regular school day or at any authorized school activity shall be reported to the administration. The Board will provide legal counsel, upon request, to advise such teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance.
- B. Parental complaints directed toward a teacher shall be communicated to the teacher's attention within 5 school days of its occurence.
- C. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property and shall discharge their duties and responsibilities to said students and property according to the Michigan School Laws.

### Article IX

### Grievance Procedure

All problems under this contract except tenure and other matters prohibited by law shall be adjusted according to this grievance procedure. Any teacher with a grievance shall follow the procedure set forth below in its chronological sequence:

- 1. Such teacher shall discuss the matter informally with his principal within three school days of the alleged violation. If no satisfactory conclusion is reached within five days following this discussion, he may proceed to step two within five days.
- 2. Such teacher shall present the grievance in writing to the superintendent and request a hearing. This hearing must be granted within five
  days after the superintendent receives the request. The superintendent
  shall make his decision within five days in writing and send a copy
  thereof to the teacher. If this decision is not satisfactory such teacher
  may proceed to step three.

powers, rights, authority, duties and responsibilities conferred upon 8.

and vested in it by the laws and the Consitution of the State of Michigan, and
of the United States, including, but without limiting the generality of the
foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
- B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote, and transfer all such employees;
- C. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
- D. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
- E. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof, and be in conformance with the Constitution and Laws of the State of Michigan, and the Constitution and Laws of the United States. The above Board Rights are subject to the provisions of Public Act 379 and the specific provisions of this agreement.

## Article XII

## Miscellaneous Provisions

- A. Teachers will exert their best effort at all times to perform their duties in accordance with tradition, custom and contract.
- B. This agreement shall be duplicated at the expense of the Board and made available to all teachers now employed or hereafter employed by the District.
- C. Teachers must complete a minimum of six semester hours of college work or work agreeable thereto, as determined by a professional growth committee consisting of the superintendent, a board member and a teacher, each five years to progres on the salary schedule. Said work to be in education or subject fields taught.
- D. The administration shall remit prorated dues to the Michigan Education Association, East Lansing, Michigan, the Lenawee County MEA and the Association herein, each school year, provided such payment shall be duly authorized in writing by the teacher members thereof and the school district shall be held harmless from any liability resulting therefrom.
- E. The administration shall remit insurance premiums to the Blue Cross-Blue Shield, Detroit, Michigan, monthly, provided such payment shall be duly authorized in writing by the teacher and the school district shall be held harmless from any liability resulting therefrom.
  - F. Any in-service program shall commence after Labor Day.
- G. The Blissfield Education Association and/or its members shall not engage in nor encourage concerted action of any type against the school district which would be in violation of this contract or inviolation of the laws or statutes of the State of Michigan.
- H. If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

#### ADDENDUM I

THIS ADDENDUM I, made and entered this 5th day of September, 1967 between the Blissfield Community School District, a quasi-corporation of the State of Michigan, hereinafter called District, and the Blissfield Education Association, hereinafter called Association,

WITNESS:

WHEREAS, pursuant to Article I of contract dated September 1, 1966, by and between said District and said Association the economic matters set forth on Appendix I, being page 10 of said contract were stated to be open for negotiation at the expiration of one (1) year from the date of said contract, and

WHEREAS, after extensive negotiation and assistance from the State Mediation Board the parties hereto have settled on mutually acceptable terms,

NOW THEREFORE, District and Association agree that Appendix I for 1966-1967 term aforesaid is herewith superseded by Appendix II which is added and made a part of said three (3) year contract, the terms and conditions of which apply to, direct, and control the economic aspects of employment of all persons referred to therein from and after the period September 1, 1967, subject to the right of negotiation provided for in Article I of said contract.

BY: Its President
Its Secretary
BLISSFIELD EDUCATION ASSOCIATION
 BY:

Its Secretary

#### APPENDIX II

### TEACHERS SALARY SCHEDULE 1967 - 1968

Years of Experience	Bachelor's Degree Amount	Master's Degree Amount
0	\$5600	\$6000
1	5825	6225
2	6050	6450
3	6275	6675
4	6500	6900
5	6725	7125
6	6950	7350
7	7175	7575
8	7400	7800
9	7625	8025
10	7850	8250

Payment of salary shall be made on the fifteenth and last day of each month over a twelve month period for full-time teachers.

The following are additions to the above schedule: \$8.00 for each semester hour of graduate credit on a graduate program beyond the bachelor's degree to a maximum of 20 semester hours; \$8.00 for each semester hour of graduate credit beyond the master's degree to a maximum of 12 semester hours; \$100.00 for each three years of experience after ten years of experience as set forth in the schedule above, thus commencing with the fifteenth year of acceptable experience. The same to commence on and after September 1, 1956.

### EXTRA CURRICULAR ACTIVITIES

\$530 00	head.	Coach	football	and	basketball
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<sup>315.00</sup> Head Coach - baseball and track

(The above extra curricular activities amounts to be increased 5% of extra-curricular base per year to a maximum of 10 years for coaching experience in Blissfield since 1959).

405.00 Athletic director

130.00 Debate coach

220.00 Yearbook advisor

163.00 School paper advisor

65.00 Student Council advisor - Jr. High

65.00 Safety patrol advisor - Elementary

Any additional State Aid, in excess of \$212.69 per child based on net State Aid for the 1967 school year, the teachers shall recieve that portion of this additional money at the rate presently allocated for teaching salaries, method of distribution to be negotiated.

<sup>315.00</sup> Assistant Coach - football and basketball

<sup>191.00</sup> Junior high and freshmen coaches - per sport

<sup>530.00</sup> Band Director

IN WITNESS WHEREOF, the parties hereto have caused this Employment Contract to be executed by their officers and/or representatives thereunto duly authorized as of the day and year first above written.

BLISSFIELD COMMUNITY SCHOOL DISTRICT

3 <b>y</b> _	Its President
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	Its Secretary
	BLISSFIELD EDUCATION ASSOCIATION
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From: J. G. Venema 206 Gessner St. Blissfield. Mi. 49228