

72-75

BLISSFIELD COMMUNITY SCHOOLS PROFESSIONAL EMPLOYMENT CONTRACT

This contract entered into this first day of September, A. D., 1972 between the Blissfield Community School District, hereinafter referred to as the "District", and the Blissfield Education Association, hereinafter referred to as the "Association".

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

Witness

Whereas, the Board on behalf of the District and the Association 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

Section A

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, 1975. The salary schedule attached hereto and marked Appendix I shall be in effect for the 1972-73 school year and renegotiated for the 1973-74 and 1974-75 school years.

Section B

It is recognized that the proper negotiations and administration of collective bargaining agreements entail expense which is appropriately shared by all teachers who are beneficiaries of such agreements. To this end, in event a teacher shall not join the United Profession and execute an authorization of dues deduction, such teacher shall, as a condition of continued employment by the Board, execute an authorization for the deduction

Blissfield Community Schools  
630 S. Lane St  
Blissfield, Mich. 49228

Blissfield Community School Dist.



of a sum equal to the dues of the United Prof. which sum shall be forwarded to the Association.

The deduction of membership dues shall be made from one regular pay check each month, for ten (10) months, beginning in September and ending in June of each year and the Board agrees to promptly remit to the United Professions all moneys so deducted, accompanied by a list of teachers from whom the deductions have been made.

In the event that such authorization is not signed for a period of sixty days following the commencement of employment of the teacher, upon receiving a statement from the Association that said employee has failed to comply with this condition, the Board agrees that in order to effectuate the purposes of the Public Employment Relations Act and this Agreement, the services of such teacher shall be discontinued as of the end of the current school year. Such teacher or teachers shall be notified of the termination of their services sixty (60) days prior to the close of the school year. The Blissfield Education Association, shall assume all costs and liabilities of whatever nature incurred by the Board for the enforcement of this section.

## 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, 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.

H. The school calendar will be prepared jointly by teachers and administration and approved by the Board of Education.

I. Millage issues will be planned jointly by the teachers and the Board of Education.

### 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 regular school day begins.
2. Teachers shall remain in their rooms at least twenty minutes after the regular school day ends.
3. Hours and functions of special schedule teachers 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.

B. Through cooperative effort of teachers with the administration, secondary teachers will be provided with a 25-minute duty free lunch period. Elementary teachers will be allowed a forty-five minute duty free noon period. Elementary teachers will supervise their own students during 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.

B. Each teacher shall have the right, upon written request, to review the contents of his own personnel file, in the presence of the 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 contractual 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 ninety days for employee only.
2. Five days of the ten days per year may be used for family illness or bereavement.
3. 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. "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 advancement on schedule for the time away from actual 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.

H. Teachers required to serve on a jury will be excused for such duty and will be paid the difference between their regular salary and the amount paid for jury service.

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 occurrence.

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 received 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.

3. The aggrieved teacher, principal, superintendent and the Association Grievance Committee, which shall consist of not more than five teachers, shall discuss the grievance within five days. If this decision is not satisfactory such teacher may proceed to step 4.

4. Such teacher shall present the grievance in writing to the President of the Board of Education and request a hearing with the Board at the next regular Board of Education meeting. Within ten days of such hearing the Board shall issue a written decision. Failure to appeal such decision within five days thereafter shall be deemed an acceptance of the decision of the Board of Education.

5. In the event the teacher is not satisfied with the disposition of the grievance at Level Four, it may, within 5 days after the decision of the Board, in writing, request the appointment of a mutually agreed upon arbitrator to hear the grievance.

6. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three days prior to the hearing a pre-hearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.



7. In the event the grievance is not settled prior to the hearing, the grievance may be tried before the arbitrator whose decision shall be binding upon both parties who agree that a judgment thereon may be entered in any court of competent jurisdiction.

8. Notwithstanding the foregoing, the arbitrator shall not have the power to add to, modify, alter or amend, or subtract from the terms of this agreement. He shall not hear any grievance previously barred from the scope of the grievance procedure, nor shall he question the reasonableness of board policy, nor annul assignments of extra duties for extra pay as outlined in Appendix IV.

If any grievance award shall include back pay, his award shall not extend more than thirty days prior to the date of the Level One Conference.

9. Grievances of similar nature may not be considered except upon express written mutual consent.

10. The Cost of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation.

11. Nothing provided herein shall prevent any individual teacher at an appropriate time to present grievance for adjustment to the administration and have the same adjusted without intervention of the Association; provided, however, such adjustment is not inconsistent with terms of this contract and said Association has been given the opportunity to audit such hearing.

Article X

Retirement

An employee who reaches the age of sixty-five (65) on or before September 1 of the current year shall be retired on September 1 of that year, except upon recommendation of the administration employment may be continued beyond the age of (65) on a year to year basis.

Article XI

Board Rights

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution 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 only degree teachers 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

Layoff Procedure

A. SENIORITY. New Employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act.

B. The term seniority as hereinafter used shall be the length of continuous service with the Blissfield Community Schools Board of Education.

Leaves of absence granted pursuant to this contract shall not constitute an interruption in continuous service. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority, but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act.

C. Seniority within the school system shall first be determined by certification as approved by the Department of Education of the State of Michigan, and shall secondly be determined by years of continuous employment in a particular grade level in grades K-8 and by subject matter taught in grades 9-12.

D. Any teacher who is granted Tenure shall have seniority from the last date of hire.

E. The Board of Education shall prepare a seniority list by classification and transmit a copy of the same to the Association.

F. Necessary reduction of Personnel --- LAYOFF. The Parties hereto, realizing that education, curriculum and staff to a large degree depend upon the economic facilities available to the board of education as provided by the public and the State of Michigan, and in accordance with this realization under-



stand that in some instances it may be economically necessary to reduce the educational program, curriculum and staff when funds are not available, hereby agree as follows:

a. It is hereby specifically recognized that it is within the sole discretion of the board of education to reduce the educational program and curriculum when economic necessity dictates.

b. In order to promote an orderly reduction in personnel when the educational program and curriculum is curtailed, the following procedure will be used;

(1) Probationary employees will be laid off first where any teacher who has acquired any seniority and whose position has been curtailed is certified and qualified to perform the services of the probationary teacher.

(2) In the event seniority teachers must be laid off, layoff will be on the basis of seniority within classification and knowledge, skill and efficiency on the job and physical fitness. It is expressly understood that the Association shall have a right to review the layoff list prior to notification of the individuals to be laid off. In the event of a dispute concerning the layoff list, the Association shall have the right to file a written grievance thereon within not more than seventy-two (72) hours after the termination of the meeting requesting review of the list.

G. RECALL. Seniority teachers shall be recalled in inverse order of layoff for new positions opening for which they are certified and qualified.

H. The recall list shall be maintained by the Board for a period not to exceed two (2) years. Thereafter, a teacher shall lose his right to recall.

Article XIII

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 earn a minimum of six (6) Professional Growth points every five (5) years to progress on the salary schedule. Points may be earned in the following manner.

(1) College or University credit:

A minimum of two (2) points (2 semester hours) shall be actual college or university credit. All points may be obtained in this manner if the professional employee so desires.

(2) Travel:

A maximum of 3 points will be allowed. All trips must be one week or longer. They must contribute to the professional training or cultural background of the professional employee. Duplicate trips shall be ineligible for credit. Conducted tours (MEA, Cook's Tours, travel agency tours, university sponsored tours, etc.) of at least one week in length shall qualify for one (1) to three (3) points of credit. Personal tours may qualify for one (1) to three points of credit if approved by the Professional Growth committee. A written or oral report shall be required by the committee.

(3) Auditing of College Courses:

A maximum of two (2) points of credit, every five years, shall be given for auditing courses pertaining directly to the areas of Teacher's work. This credit is to be considered as a part of the six (6) points allowance for college credit. Prior approval must be obtained from the Professional Growth Committee.

(4) Conventions:

Credit may be allowed for state or national professional conventions. A maximum of two (2) points every five years will be allowed. For one-half (1/2) point of credit, a minimum of three (3)

calendar days; either in sequence or separately, will be allowed providing a report of the convention is approved by the Professional Growth Committee.

(5) Publication of Original Research or Articles:

After evaluation of a copy of the publication, the Professional Growth Committee shall grant credit not to exceed two (2) points. If the publication is considered a major publication, additional credit may be given by the Professional Growth Committee. A maximum of three (3) points of credit shall be allowed every five years.

(6) Civic Activities -- Local, State or National:

After a written report of the responsibilities and nature of the civic activities, the Professional Growth Committee shall grant credit not to exceed two (2) points. A maximum of two (2) points shall be allowed every five years.

(7) Professional Workshops and Clinics:

Credit will be allowed for non-credit workshops and clinics. A maximum of two (2) points every five years will be allowed. One-half point (1/2) of credit for a minimum of three (3) calendar days; either in sequence or separately will be allowed, providing a report of the workshop or clinic is approved by the Professional Growth Committee.

(8) Work Experience

Work experience related to the teacher's teaching may be eligible for credit. Prior approval of such experience shall be received from the Professional Growth Committee. Repeated work experience in the same area will not be credited in any subsequent period. Maximum of three (3) points every five years will be allowed.



(9) Participation in Educational Associations or on Curriculum

Committees:

To be eligible for two (2) points of credit, a position must be held in a professional educational association, or on a curriculum committee, for a period of one year. The Professional Growth Committee shall evaluate ones position with its responsibilities in order to determine how much credit shall be given.

A maximum of three (3) points shall be allowed every five years.

The Professional Growth Committee shall be composed of:

- (1) A member of the Board of Education or someone designated by the Board of Education.
- (2) Someone designated by the B.E.A.
- (3) A professional person from the community, mutually acceptable to the aforesaid members.

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 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 in violation 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 application shall continue in full force and effect.

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

By Ralph Klump  
Its President  
And Donn Croner  
Its Secretary

BLISSFIELD EDUCATION ASSOCIATION

By Wilma R. Frost  
Its President  
And Daphene Onofrio

9/73

ADDENDUM II

THIS ADDENDUM II, is made and entered this 10th day of September, 1973, 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, 1973, by and between said District and said Association the economic matters set forth on Appendix II 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 negotiation the parties hereto have settled on mutually acceptable terms,

NOW THEREFORE, District and Association agrees that Appendix II for 1973-74 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, 1973, subject to the right of renegotiation provided for in Article I of said contract.

WITNESSES

BLISSFIELD COMMUNITY SCHOOL DISTRICT

John Bartholomew

BY Ralph Klump  
Its President

BLISSFIELD EDUCATION ASSOCIATION

Linwood Kingeler

BY Joan Woodward  
Its President



APPENDIX II  
TEACHERS SALARY SCHEDULE  
1973-74

Years of Experience	Bachelor's Degree Amount	Master's Degree Amount
0	\$ 8,050.00	\$ 8,750.00
1	8,527.50	9,227.50
2	9,005.00	9,705.00
3	9,482.50	10,182.50
4	9,960.00	10,660.00
5	10,437.50	11,137.50
6	10,915.00	11,615.00
7	11,392.50	12,092.50
8	11,870.00	12,570.00
9	12,347.50	13,047.50
10	12,825.00	13,525.00
11	13,302.50	14,002.50

The following are additions to the above schedule for all graduate hours prior to the 1973-74 school year: \$12.00 for each semester hour of graduate credit on a graduate program beyond the bachelor's degree to a maximum of 20 semester hours; \$12.00 for each semester hour of graduate credit beyond the master's degree to a maximum of 12 semester hours. All graduate hours recorded in the school business office after June 1, 1973, will be paid as follows: actual tuition cost up to \$35.00 per semester hour and actual cost of books up to \$5.00 per semester hour. \$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.

During the 1973-74 school year the Board of Education will pay for each full time teacher that joins the present Blue Cross and Blue Shield Group or present MESSA insurance group up to a sum of \$50.50/\$45.44 dollars per month for full family or single subscriber hospitalization. In lieu of hospitalization, \$20/mo. toward Life Insurance. Regularly employed part time teachers shall be eligible for a pro rata amount in relation to their part time duties.

It is expressly understood that the above employers contribution shall not be used for any other options contained in the MESSA insurance program and shall apply only to hospital and medical health insurance.

EXTRA-CURRICULAR ACTIVITIES

Head coach - Football and basketball	10%	Yearbook	3%
Band	10%	School plays	3%
Head coach - Baseball and track	6%	Junior High Student Council	2%
Asst. coach - Football and basketball	6%	Junior High Intramural Director	3%
Asst. track	2.5%	Junior High Play Director	2%
Asst. baseball	2.5%	12th Grade Class advisor	3%
Wrestling	6%	11th Grade Class advisor	3%
Athletic Director	6%	10th Grade Class advisor	1.5%
Junior High and Freshman coaches	4%	9th Grade Class advisor	1.5%
Golf	4%	Cheerleader Advisor - H.S.	2%
Cross Country	4%	Cheerleader Advisor - Jr. H.S.	1%
School Paper	3%	Dept. Chairman	2%
Secondary Vocal Music	1%		

Note: All extra curricular pay is based upon the A.B. step of the participating teacher.