

66-67

MASTER CONTRACT

BOYNE CITY BOARD OF EDUCATION & BOYNE CITY EDUCATION ASSOCIATION

This agreement entered into this 30th day of June, 1966 by and between the Board of Education of Boyne City, Michigan, hereinafter called the "Board," and the Boyne City Education Association, hereinafter called the "Association."

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing an ever-improving quality education for the children of Boyne City is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS the Board has a statutory obligation, pursuant to Act 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 and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to record.

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

Boyne City Bd. of Educ.

M.E. A.
1216 KENDALE
E. LANS., MI.
418824

ARTICLE I

Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for only professional personnel both on tenure and probation, employed or to be employed by the Board, but excluding supervisory, administrative and executive personnel. The term "Teacher," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers. ✓

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. 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.

C. Within thirty days of the beginning of their employment hereunder, teachers shall 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 shall establish. Such sum shall be deducted as dues from the regular salaries of all such teachers and remitted to the Association. ✓ 10

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

ARTICLE II

Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher shall have the right freely to organize, join and support an Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan

or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment and the Association will not discriminate against any teacher not a member of the Association.

B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement.

C. The Association and its members shall have the right to use the following school building facilities at all reasonable hours for business meetings upon previous arrangements with the superintendent:

- (1) Home Ec. Room
- (2) Cafeteria
- (3) Study Hall
- (4) Library

D. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirements and allocations, payroll record information of personnel involved in the contract according to classifications and increments, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students.

ARTICLE III

Professional Compensation

A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect for the 1966-67 school year. Schedules for succeeding years shall be renegotiated and become an amended part of this agreement.

B. The salary schedule is based upon a normal teaching load, as hereinafter defined for the school year varying in length from 185-190 days depending on calendar scheduling. The school calendar for each year shall be drawn up by the superintendent in cooperation with the negotiating committee of the Association and with the approval of the Board of Education. For extra work the teacher

shall be entitled to appropriate additional professional compensation as set forth in Schedule B.

C. A teacher shall be released from regular duties without loss of salary for not more than three days each year for the purpose of participating in area and regional meetings of the Michigan Education Association. Teachers shall be further encouraged to participate in other subject area conferences with compensation for expenses. Any teacher not attending the area and regional meetings, as mentioned, will forfeit their salary for the time missed.

D. It is recognized that the responsibilities of teachers entails their presence at their duty stations a certain time before and after the arrival and departure of students. This time may vary as to school and class schedule and shall be determined by the administration.

E. All teachers shall have a duty-free uninterrupted lunch period equivalent to a regular class hour or the student lunch period, and at the same time as the student lunch period whenever possible.

F. The normal weekly teaching load will follow the recommendations of the North Central Association of Colleges and Secondary Schools and the University of Michigan.

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

H. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals as soon as practicable. Such changes will be voluntary to the extent possible.

ARTICLE IV

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 and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be limited to a reasonable number. Specific limitations are difficult to maintain in a small school, but every effort should be made to hold classes at a level for the maximum educational opportunities for both teacher and student.

B. The Board recognizes that appropriate texts, library facilities, maps and globes, laboratory equipment, audio-visual equipment, current periodicals, standard tests and questionnaires and similar materials are the tools of the teaching profession. The parties will confer from time to time, (as specified later in this contract) for the purpose of improving the selection and use of such educational tools and the Board will undertake to implement all joint decisions thereon made by its representative and the Association.

C. The Board shall make available in each school adequate restroom facilities exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted where such facilities are presently available.

D. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or the attention of the Board as long as the conduct of the individual teacher is within reasonable bounds of generally understood good professional conduct.

*- Club of
athletes*
X

E. The provisions of the Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in, or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed religion, sex, color, or national origin and to seek to achieve full equality of educational opportunity for all pupils.

ARTICLE V

Leave Pay

A. All teachers absent from duty on account of personal illness or other approved reasons as defined in Article VI, who have been in the employ of the Board for less than five years shall be allowed full pay for a total of 10 days in any school year. All teachers

absent from duty on account of personal illness who have been in the employ of the Board for five years or more shall be allowed full pay for a total of 12 days absence in any school year.

B. Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law, shall receive from the Board the difference between the allowance under Workmen's Compensation Law and his regular salary for 19 weeks following the disability with 50 percent chargeable to the teachers' accumulated sick leave.

C. Each teacher shall be entitled to an unlimited accumulation of days for the unused portion of each year's leave which shall be available in future years. The accumulated time for sick leave will be allowed only when supported by medical exams taken locally at least semi-monthly. Said examinations are to be required when the employee is not hospital confined and for any leave in excess of five consecutive days.

ARTICLE VI

Leave of Absence

A. Any teacher whose personal illness extends beyond the period compensated under Article V shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.

B. Leaves of absence with pay chargeable against the teacher's allowance, in addition to personal illness, shall be granted for the following reasons:

- (1) A maximum of 3 days per school year for a critical illness in the immediate family.
- (2) Time necessary for attendance at the funeral service of a person whose relationship to the teacher warrants such attendance shall be granted by permission of the superintendent to attend if arrangements for a substitute teacher can be made.
- (3) A maximum of one day personal leave shall be allowed per semester where performance of personal or business obligations on the part of the teacher can only be performed on school time. Permission for such leave shall be obtained from the superintendent before such leave is taken.

C. Leaves of absence with pay not chargeable against the teachers' allowance shall be granted for the following reasons.

- (1) A maximum of three days per school year for a death in the immediate family. (The immediate family is considered to be the spouse, children, parents or brothers and sisters.)
- (2) Absence when a teacher is called for jury service. The Teacher will receive the difference between his regular pay and jury pay.
- (3) Court appearance as a witness in any case connected with the teacher's employment or the school less any witness fee received by the teacher.
- (4) Time necessary to take the selective service physical examination.

D. Leaves of absence without pay shall be granted upon application and approval for the following purposes:

- (1) Study related to the teacher's licensed field.
- (2) Study, research or special teaching assignment involving probable advantage to the school system.
- (3) Failure to attend school full time will be considered a breach of contract on the part of the teacher.

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

E. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for the minimum of military duty to any branch of the armed forces of the United States.

Teachers on military leave shall be given the benefit of any increments which would have been credited to them had they remained in active service in the school system.

F. Leaves of absence without pay shall be granted on an annual basis.

ARTICLE VII

Terminal Leave

The Board and Association recognizes that continued service by an individual teacher is of recognized value to a school system and both the Board and the Association agree to extend efforts in the direction of establishing a formula or system to attach monetary benefits to the teaching tenure payable in relation to the final retirement of the individual teacher. ✓

ARTICLE VIII

Professional Compensation

Reimbursements will be made to teachers of up to \$50 for each two-semester hour extension course taken. These courses must be in addition to the ten hours required for a permanent certificate and be approved by the superintendent as to applicability in furthering the teacher's professional competence.

ARTICLE IX

Teacher Evaluation

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

ARTICLE X

Protection of Teachers

A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement officials, physicians or other professional persons, the superintendent will, through his respective principals, take reasonable steps to relieve the teacher of the responsibility with respect to such pupil.

B. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property. The Board will provide liability insurance protection to cover both Board and teachers.

C. Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher; provided, the Board in its exclusive discretionary determination concludes that said incident is not attributable due to the neglect, act or omission of such teacher.

D. Serious complaints by a parent, guardian or a student concerning the professional competence of an individual teacher shall be promptly called to the said teacher's attention.

ARTICLE XI

Negotiation Procedures

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

B. Salary schedule negotiations shall be reopened each year at such a time as is deemed necessary. At least six months prior to the expiration of this agreement the parties will likewise begin negotiations for a new agreement covering wages, hours, terms, and conditions of employment of teachers employed by the Board.

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

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate, including the imposition by the Association of professional sanctions to discourage teachers from working in the absence of a contract.

ARTICLE XII

Professional Grievance Negotiation Procedure

A. Any teacher, group of teachers or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board, or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms, or conditions of employment, may file a written grievance with the Association Grievance Committee. The Grievance Committee will review the grievance and, if approved, forward it to the Board or its designated representative. The Board hereby designates as its representative for such purpose the principal in each school building and the superintendent of schools when the particular grievance arises in more than one school building.

B. Within five days of receipt of the grievance the designated representative of the Board shall meet with the Association in an effort to resolve the grievance. Affected teachers may or may not be present at such meeting. If the meeting is with the school principal and the parties cannot agree, the grievance shall be promptly transmitted to the superintendent who shall have five days thereafter to approve or disapprove the grievance. If the grievance is transmitted directly to the superintendent, he shall have ten days from receipt to approve or disapprove the grievance. If the grievance shall be denied by the superintendent, either upon review of the action of the school principal, or in the first instance, the grievance shall immediately be transmitted to the secretary of the Board, with a statement of reasons why it is being disapproved.

C. Within fifteen days from receipt of the grievance, the Board shall hear the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided, however, that in no event, except with express written comment of the Association, shall final determination of the grievance be made by the Board more than twenty days after its submission to the Board.

D. In the event the grievance is not satisfactorily resolved, or if no decision is reached within the twenty day period, the grievance may immediately be transmitted to the State Labor Mediation Board.

E. If the grievance is satisfactorily resolved at any level, action on it shall terminate.

ARTICLE XIII

Professional Study Committees

The following professional study committees shall be established to facilitate our mutual aim and purpose of evolving an ever-improving educational system.

A. Curriculum Committee. Curriculum committees shall be established on both the secondary and elementary levels to study our educational program in view of the needs of our students and current trends in education. The secondary committee shall be composed of the high school principal, counselor and from four to six teachers. The elementary committee shall be composed of the elementary principal and from two to four teachers. Teachers serving on these committees and in all subsequent committees shall be mutually selected by the faculty and the principals involved. These committees will work together whenever necessary to coordinate the two programs. These committees will study our program both for successes and deficiencies and make basic plans for improvement. These plans will then be finalized with the superintendent before approval of any major changes is presented to the Board.

B. Educational Media and Equipment Committee. Committees shall be formed in each school composed of the principal and two or more teachers to study requests from departments and teachers for major purchases of equipment and textbooks and to make recommendations for such purchases within the means of the finances available. The superintendent and the committee shall also keep the faculty informed of equipment and books that might be financed from other than local sources.

C. In-Service Training Committee. A committee composed of the principals and three or more teachers shall be formed to investigate the feasibility of an in-service training program and to develop and coordinate such a program if it is found desirable to do so. This committee shall grant approval for payment of extension courses taken by individual teachers.

ARTICLE XIV

Miscellaneous Provisions

A. Teachers shall be informed of a telephone number they may call before 7:00 a.m. to report unavailability for work. This procedure must be followed to qualify for sick leave allowance.

B. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.

C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

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

E. This Agreement is declared to be severable and if any section hereof is declared or found to be contrary to law, or regulation of any State or Federal Agency, then that section which may be found to be illegal, void or unconstitutional, shall not invalidate the remainder of this Agreement.

ARTICLE XV

Duration of Agreement

This Agreement shall be effective as of June 30, 1966 and shall continue in effect for three (3) years until the 30th day of June, 1969. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Approved this _____ day of _____ 19__

BOARD

ASSOCIATION

SALARY SCHEDULE REVIEW
BOYNE CITY PUBLIC SCHOOLS
1966-67

- I. The schedule for teachers holding bachelor's degrees is a 4% index schedule with a base of \$5300 as follows:

Yrs.	Salary	Yrs.	Salary
0	\$ 5,300	6	\$ 6,705
1	5,512	7	6,973
2	5,732	8	7,252
3	5,961	9	7,542
4	6,199	10	7,844
5	6,447		

- II. The schedule for holders of master's degrees will be one step above the bachelor's schedule.
- III. Substitute teacher's rate - \$20 per day
- IV. If teachers receive their degree while teaching in the system, they will be given credit on the regular salary schedule for six tenths of their experience rounded to the next whole year. Future increments will begin from this step.
- V. The superintendent shall be given the authority to allow full credit for experience in other systems in the hiring of teachers.

VI. Salary Schedule - Additional duties:

Duties	Amount
Athletic Director	\$ 200.00
Head Football Coach	600.00
Head Basketball Coach	600.00
Head J V Football Coach	400.00
Head J V Basketball Coach	400.00
Assistant Coaches	300.00
Track Coach	300.00
Gymnastics	300.00
Girl's Athletic Association	125.00

(Fees paid to the assistants in football will be determined each year by the superintendent with the recommendations of the head coach. They will be dependent on the number of people involved and the money available)

Miscellaneous:

Student Council	\$ 200.00
Senior Play	150.00
Junior Play	150.00
Yearbook	200.00
Senior Class	250.00