

MEFA
1216 KENDALE AGREEMENT
E. Lans. M. 48823

Reg. 5 6/30/69
Berrien Co.

Made this 2nd day of June, 1966,
between the Brandywine Board of Education, Berrien County, District #48,
Niles, Michigan (herein called "BOARD") and the Brandywine District of
the Michigan Education Association (herein called "ASSOCIATION").

In consideration of the mutual promises herein contained,
BOARD and ASSOCIATION agree as follows:

1. STATEMENT OF PURPOSE.

BOARD has recognized ASSOCIATION as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all certificated teaching personnel, excluding supervisory and executive personnel and office and clerical employees.

BOARD and ASSOCIATION reject, however, the conventional roles of labor-management which appear to be implied in said Act and which would pit them against one another as adversaries.

BOARD, therefore, also recognizes ASSOCIATION as a professional association of teachers and ASSOCIATION recognizes the responsibilities which professionalism entails.

BOARD further recognizes the right of professional teachers to participate in the determination of the conditions under which they teach.

BOARD and ASSOCIATION recognize that providing a quality education for the children of Brandywine is their mutual aim and that the character of such education depends substantially upon the quality and morale of the teaching staff.

Accordingly, it is the purpose of the Agreement to determine salary schedules for the term of this Agreement and to create a forum in which teachers may participate in developing policy recommendations affecting the conditions under which they teach.

2. SALARIES.

The salaries of teachers covered by this Agreement are set forth in Appendix A (Salary Schedule) which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement, provided, however, that upon written notice to the other party not later than the first day of January of every year of this Agreement, either party may request the reopening of negotiation of such salary schedule.

Brandywine Bd. of Ed.

3. PROFESSIONAL STUDY COMMITTEE.

3.1 Establishment - There is hereby established a Professional Study Committee (herein called "COMMITTEE") composed of six (6) members, three (3) members of the BOARD selected by the BOARD and three (3) members of the ASSOCIATION selected by the ASSOCIATION. The COMMITTEE shall hold regularly scheduled meetings at least once each month during the school year beginning May, 1966. The COMMITTEE shall adopt such rules for the government of its meetings, the establishment of its agenda, and the hearing of matters brought to it, as it shall deem appropriate. The clerical expenses of the COMMITTEE shall be borne by the BOARD.

3.2 Purpose - It shall be the purpose of the COMMITTEE to provide a forum to which the ASSOCIATION or any teacher may bring problems, suggestions, or any matter whatsoever concerning teaching conditions which the ASSOCIATION or teacher does not deem appropriate for handling through normal channels. The COMMITTEE shall make such investigation of any matter brought before it as it deems necessary and submit a written recommendation to the BOARD and to the ASSOCIATION as soon as reasonably possible.

3.3 Referral - Changes and innovations in BOARD policy affecting rates of pay, hours of employment, or working conditions shall not be made until the COMMITTEE has had a reasonable opportunity for study, negotiation, and recommendation, if any, regarding said changes and innovations.

3.4 Specific Responsibility - The COMMITTEE is hereby assigned the following specific responsibilities:

a. It is recognized that a duty-free lunch period for each teacher is desirable. The COMMITTEE shall study and make written recommendation to both parties on the implementation of such a program.

b. It is recognized that a teacher's total compensation may be paid entirely in cash or may be paid partly in cash and partly in fringe benefits. The COMMITTEE shall study the wishes of the teachers on the choice between cash and fringe benefits and make written recommendation to both parties.

c. The BOARD supports the policy of promotions from within the teaching staff to the extent such policy is consistent with securing competent personnel. The COMMITTEE shall study and make written recommendations to both parties on a procedure for informing teachers of newly-created or vacant positions.

4. MISCELLANEOUS.

4.1 Effect of Agreement - 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.

4.2 Separability - Any provision of this Agreement prohibited by applicable law shall be ineffective to the extent of such prohibition only without invalidating the remaining provisions hereof.

4.3 Non-Waiver - Nothing in this Agreement shall be construed as a waiver of any legal right or powers of the ASSOCIATION, or its members, or of the BOARD, nor as an infringement upon the legal obligations of the BOARD to the School District.

4.4 Copies - Copies of this Agreement shall be printed at the expense of the BOARD and presented to all teachers now employed or hereafter employed by the BOARD.

5. TERM

This Agreement shall be effective as of July 1, 1966
and, subject to Section 2 hereof, shall continue in effect for three
(3) years until the 30th day of June, 1969.

IN WITNESS WHEREOF, BOARD and ASSOCIATION have caused this
Agreement to be executed by their duly authorized officers on the
dates indicated.

BOARD OF EDUCATION

By _____
Its President

Date _____

By _____
Its Secretary

BRANDYWINE EDUCATION ASSOCIATION

By _____
Its President

Date _____

By _____
Its Secretary

APPENDIX A

1. Salary Schedule - Beginning September 1, 1966 all teachers will be paid according to the following schedule:

Experience	Non-Degree	Bachelors Degree		Masters Degree	
		Index	Salary	Index	Salary
0	4100	1.00	5150	1.08	5562
1	4200	1.04	5356	1.12	5768
2	4300	1.08	5562	1.16	5974
3	4400	1.12	5768	1.20	6180
4	4500	1.16	5974	1.24	6386
5	4600	1.20	6180	1.28	6592
6	4700	1.24	6386	1.32	6798
7	4800	1.28	6592	1.36	7004
8	4900	1.32	6798	1.40	7210
9	5000	1.36	7004	1.44	7416
10	5100	1.40	7210	1.48	7622
11	5150	1.44	7416	1.52	7828
12	5200			1.56	8034
13	5250				
14	5300				
15	5350				
16	5400				

2. Fully qualified teachers with a Bachelor's Degree and a provisional or permanent teaching certificate will be paid according to the "Bachelor's Degree Schedule" attached.
3. Fully qualified teachers with a Master's Degree in their teaching field and a provisional or permanent teaching certificate will be paid according to the "Master's Degree Schedule" attached.
4. Non-degree teachers with two years of college training and a Life or Special Certificate will be paid according to the "Non-Degree Schedule" Attached.
5. In addition to salaries listed in the "Non-Degree Schedule", an additional \$10 per semester hour will be paid for each semester hour earned beyond the two year college (State Limited or Life Certificate) program for those semester hours which are considered a part of a curriculum for an eventual degree and provisional teaching certificate. A maximum of 64 semester hours will be allowable under this regulation.
6. Non-Degree teachers, upon receipt of a Bachelor's Degree and a provisional teaching certificate, shall be placed on the same step for like experience on the "Bachelor's Degree Schedule." If a teacher receives a Bachelor's Degree and provisional certificate during a school year the additional salary shall be pro-rated in proportion to the teaching time remaining in said year.
7. Non-Degree teachers teaching one-half time will be paid 60% of their scheduled full-time salary.
8. Teachers who have their Bachelor's Degree and are working toward a Master's Degree shall be allowed \$13 per semester hour of credit toward that Master's Degree. A maximum of 28 semester hours will be allowable under this regulation.
9. Teachers who have their Master's Degree and are working toward an Advanced Degree shall be allowed \$13 per semester hour of credit toward that Advanced Degree. A maximum of 30 semester hours will be allowable under this regulation.
10. Experience outside this system may be allowed for salary purposes. In any section of this salary schedule such experience credit shall not exceed six (6) years.
11. Pay for hours of credit will include all hours earned between contract signing and the beginning of the school year. This will be accomplished by attaching a rider to the contract.
12. When regular staff members are used as substitutes, they will receive extra compensation at the rate of \$2.50 per hour.

13. Substitute teachers will be paid at the rate of \$19.00 per day.
14. Department Heads will be paid according to the following schedule:

\$100	2-3 teachers
\$125	4-5 teachers
\$150	6 or more teachers

15. Grade Chairmen will be paid according to the following schedule:

\$75	Beginners
\$100	1st - 6th grades

16. Extra Pay for Extra Duty - The following percentages will be applied to the Bachelor's Degree Salary for years of experience in directing the sport or activity. The maximum allowable will be 5 years of experience.

Senior High School

Athletic Director 7%

Football

Head Coach	12%
Assistant Coach	7%
Jr. Varsity Coach	7%
Assistant Jr. Var. Coach	6%
Freshman Coach	6%

Basketball

Head Coach	12%
Jr. Varsity Coach	7%
Freshman Coach	5%

Wrestling

Head Coach 6%

Baseball

Head Coach	5%
Assistant Coach	4%

Golf

Head Coach 3%

Cross Country

Head Coach 3%

Track

Head Coach	5%
Assistant Coach	4%

Intra-Mural Basketball 2½%

Dramatics (2 plays) 4½%

Yearbook 3½%

School Paper 3½%

Cheerleading Coach 2½%

Instrumental Music 8%

Junior High School

Basketball Coach 4½%

Baseball Coach 3%

Track Coach 3%

Touch Football Coach

Intra-Mural 6 weeks 3 nights a week	2%
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Cheerleading Coach 1½%

Yearbook 2%

A G R E E M E N T

It is agreed this 29th day of August, 1967 by and between the Brandywine Board of Education, Berrien County District #48, Niles, Michigan, and the Brandywine District of the Michigan Education Association, that the following salary schedule will be in force beginning September 1, 1967:

Appendix A

1. Salary Schedule - Beginning September 1, 1967 all teachers, with the exception of Special Education teachers, will be paid according to the following schedule for a school year of 185 days, of which students will be in attendance a minimum of 180 days.

Experience	Non-Degree	Bachelor's Degree		Master's Degree	
		Index	Salary	Index	Salary
0	4650	1.00	5700	1.08	6156
1	4750	1.04	5928	1.12	6384
2	4850	1.08	6156	1.16	6612
3	4950	1.12	6384	1.20	6840
4	5050	1.16	6612	1.24	7068
5		1.20	6840	1.28	7296
6		1.24	7068	1.32	7524
7		1.28	7296	1.36	7752
8		1.32	7524	1.40	7980
9		1.36	7752	1.44	8208
10		1.40	7980	1.48	8436
11		1.44	8208	1.52	8664
12				1.56	8892

IN WITNESS WHEREOF, BOARD AND ASSOCIATION have caused this Agreement to be executed by their duly authorized officer on the dates indicated.

Date _____

BOARD OF EDUCATION

By _____
Its President

By _____
Its Secretary

BRANDYWINE EDUCATION ASSOCIATION

Date _____

By _____
Its President

By _____
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