

6-30-73

*Brandywine*

BRANDYWINE PUBLIC SCHOOLS

MASTER AGREEMENT

between

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

THE BOARD OF EDUCATION

and

THE BRANDYWINE DISTRICT EDUCATION ASSOCIATION

1972-73

Niles, Michigan

*Brandywine Public Schools  
1700 Bell Road  
Niles, Michigan 49120*

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## A G R E E M E N T

THIS AGREEMENT entered into this 12th day of June, 1972, by and between the BRANDYWINE BOARD OF EDUCATION, Berrien County, District No. 48, Niles, Michigan, hereinafter referred to as the "Board," and the BRANDYWINE DISTRICT EDUCATION ASSOCIATION, hereinafter referred to as the "Association."

### W I T N E S S E T H:

The purposes of this agreement are to set forth the wages, salaries, hours, and other terms and conditions of employment which shall prevail for the duration of this agreement and to promote orderly and peaceful employer-employee relations for the mutual interests of the Board, the faculty, the Association, and the children who attend the schools in this district. Recognizing that providing a quality education for the children in the Brandywine District is the aim and obligation of the parties hereto, the Board, and the Association for and in consideration of the mutual promises, stipulations, and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this agreement.

### ARTICLE I - RECOGNITION

Section 1: Pursuant to and in accordance with provisions of Act 379 of the Michigan Public Acts of 1965, the Board recognizes the Association as the sole and exclusive collective bargaining representative for all of the certificated teaching personnel and teaching permit holders, whether under contract or on leave, employed or to be employed by the Board, excluding the Superintendent, Administrative Assistant to the Superintendent, principals, assistant principals, elementary supervisor, community school director, nurses, adult education teachers, substitute teachers, administrative employees, office, clerical and other non-teaching personnel and all other employees engaged in fifty (50) percent or more of their time in the supervision or administration of teachers covered by this agreement.

- (a) The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this agreement.
- (b) The term "teacher," when used herein, shall be deemed to mean those employees who are included in the bargaining unit as above described and wherever the male pronoun is used it shall be deemed to mean "male and/or female."

Section 2: The Association recognizes and agrees that, except as specifically limited or abrogated by the terms and provisions of this agreement

or by law, all rights to manage the operations of the school district and to direct and supervise the teachers who come within the jurisdiction of this agreement are solely and exclusively vested in the Board.

Section 3: The parties hereto recognize and agree that neither shall discriminate in dealing with employees or applicants for employment because of their race, color, creed, sex, age, nationality, or political belief.

## ARTICLE II - TEACHER-ASSOCIATION ACTIVITIES

Section 1: Duly authorized representatives of the Association and its respective affiliates shall be permitted to transact official Association business on school property at times other than regular duty hours and under conditions which will not interfere with a teacher's assignment or the operation of the school.

Section 2: The Association shall have the privilege of using school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at times other than regular duty hours when such facilities and equipment are not otherwise in use.

- (a) The Association shall pay for the cost of all materials and supplies incident to such usage and for any damage to any equipment which occurs because of such usage thereof.
- (b) The Association's usage of space within the school building shall be limited to after regular duty hours and shall be permitted only with the advance permission of the building principal and with the understanding that the Association will pay any costs incurred by the Board which are necessitated by reason of such usage or the necessity for keeping the facility open for that purpose.

Section 3: The Board agrees to make available to the Association any and all information which it makes available to the public and that information which is related to or necessary for contract negotiations or for the proper processing of grievances or complaints.

Section 4: The Association may use the regularly established district mail service and teacher mail boxes for communications to teachers.

## ARTICLE III - ASSOCIATION SECURITY AND PAYROLL DEDUCTIONS

Section 1: New teachers hired after the effective date of this agreement and teachers with less than five (5) years' employment with Brandywine

Board of Education prior to July 1, 1969, shall, not later than sixty (60) days after commencement of employment if during the first semester of the school year, or not later than thirty (30) days after commencement of employment if during the second semester of the school year, as a condition of continued employment, for the duration of this agreement, become members in good standing of the Association or cause to be paid to the Association a representation fee equivalent to their fair share of the Association's cost of negotiating and other collective bargaining representation as determined by the Association. The Association shall, prior to the Board deducting any amounts from the pay of any teacher, certify to the Board in writing a complete breakdown of the "representation fee" above referred to, and in addition thereto, certify that a copy of such breakdown has been furnished in writing to all teachers. Temporary or part-time teachers will be expected to pay their pro-rata share of the "representation fee" above referred to. It is understood and agreed that the Board shall, upon receipt of a written statement from the Association on or before March 15, setting forth the name or names of those teachers who have not paid their dues or representation fees, and are subject to this provision, discharge said teachers at the end of the school year.

Section 2: From the salaries of those teachers who sign and deliver to the Board an assignment authorizing the deduction of membership dues and assessments of the Association (including those of the National and Michigan Education Associations), the Board will deduct such authorized amounts from the first paycheck each month for ten (10) months starting each October and promptly remit the sum so deducted to the Association, together with a list of the names of those teachers from whose pay such deductions were made. Such authorizations shall continue from year to year unless revoked in writing between July 1 and September 15 of any given year.

Section 3: The Board will make payroll deductions once each month upon written authorization from teachers for annuities, credit union, and United Fund, and for any other plans or programs jointly approved by the Board and the Association.

#### ARTICLE IV - TEACHING HOURS AND CONDITIONS

Section 1: Teachers shall be required to be on duty for a period of not more than one (1) hour in addition to the time their pupils are scheduled to be present (excluding the duty-free lunch period) except as specified in Subsection (a) hereof. This one (1) hour period shall be apportioned between time required to be present prior to the start of the pupils' school day and time required to be present after the end of the pupils' school day in accordance with the administrative regulations established for each building by the building principal after consultation with the teachers.

- (a) Teachers shall be required, as a regular part of their teaching duties, to attend faculty meetings called by the administration and grade or department meetings and shall be expected to attend Parent-Teacher Association meetings.

Section 2: Secondary teachers normally will be provided one regular preparation period according to the scheduled assignment. It is expressly understood that elementary teachers will not be required to be present in the classroom during periods in which their class is receiving instruction from teaching specialists unless the teacher's presence is requested by the principal.

Section 3: Teachers at all grade levels will be provided an uninterrupted lunch period. At the Junior and Senior High School levels, this time will be equal to the length of the student lunch period. The Board agrees that it will provide elementary teachers with one (1) hour of duty-free lunch period, except when conditions arise where this would be impossible in which case such elementary teachers shall be assured of at least a thirty-minute duty-free lunch period.

Section 4: If a secondary teacher teaches more than the normal teaching periods for a period of at least twenty (20) consecutive teaching days, he shall receive additional compensation pro-rated to one-sixth of his salary (excluding pay for extra-curricular activities) during such period if a senior high teacher, or one-seventh of such salary if a junior high teacher, for each additional period. The acceptance of more than the normal number of teaching periods will be voluntary.

Section 5: The Board agrees that, with the following exceptions, it will schedule sizes of sections within each elementary grade before the end of the first month of the school year to vary not more than three in number from the size of the average section in each grade.

Exceptions:

- (a) The Superintendent may schedule sections of disproportionate size when, in his opinion, the educational needs of the school system demand.
- (b) The Superintendent may schedule sections of disproportionate size when the teacher whose class will exceed the maximum permitted above consents.
- (c) The Superintendent may schedule sections of disproportionate size if a para-professional is hired to assist the teacher whose class size will exceed the maximum permitted above.

Before the end of the first month of school, the Board shall attempt to maintain such balance.

Section 6: The parties hereto recognize that appropriate texts, library reference facilities, maps and globes, laboratory equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties hereto agree to confer from time to time regarding the possible improvement in the selection and/or use of such educational tools. The Board undertakes to furnish materials, supplies and equipment within the limitations of the budget.

Section 7: For the purpose of Article V, and the application of working conditions where used in this agreement, the words "elementary teachers" shall mean teachers K through 5th grade and "secondary teachers" shall mean 6th grade through 12th grade.

Section 8: Recognizing the fact that a classroom teacher may unexpectedly be absent for one or more consecutive days, it is therefore understood and agreed that each classroom teacher is expected to have on hand in his room, lesson plans on a week-to-week basis, together with class rosters and any other information which will help the substitute teacher carry out his assignment efficiently.

#### ARTICLE V - DEPARTMENT AND GRADE CHAIRMEN

Section 1: Department chairmen will be appointed by the Superintendent upon the advice and recommendations of the principals after consultation with the teachers in the department. The department chairmen, in addition to their teaching responsibilities, are required to coordinate programs and materials and serve as instructional liaison between teachers of the department and school administration. Department chairmen will be required as part of their regular duties to hold a minimum of six (6) department meetings during each school year. Copies of the minutes of each meeting are to be filed with the Superintendent of Schools in whatever number of copies he may request. Department chairmen will be appointed at the secondary level only and shall not be considered to be supervisory employees, but may be assigned some supervisory duties.

Section 2: Grade chairmen shall be selected in the same manner as department chairmen, and in addition to their teaching responsibilities, shall serve similar functions. Grade chairmen will be required as part of their regular duties to hold a minimum of six (6) grade meetings during each school year. Copies of the minutes of each meeting are to be filed with the Superintendent of Schools in whatever number of copies he may request. Grade chairmen will be appointed at the elementary level only and shall not be considered to be supervisory employees, but may be assigned some supervisory duties.

ARTICLE VI - ASSIGNMENTS AND TRANSFERS

Section 1: All teachers normally shall be required to hold a Bachelor's Degree and an acceptable Michigan teaching certificate. Employment of teaching personnel who do not meet those requirements shall require special approval from the State Department of Education. The Association shall be advised in writing as to the identity of teachers possessing such special approval and the reasons for such employment.

Section 2: Teachers shall not be assigned outside the scope of their teaching certificates except temporarily and for good cause.

Section 3: Each teacher shall be given written notice of his assignment for the forthcoming year no later than the last day of school. In the event a change in such schedule is proposed, the affected teacher shall be notified promptly and consulted. In no event will a change in a teacher's schedule be made later than the last day of school preceding the start of the succeeding school year unless an emergency situation or staff reduction required such change.

Section 4: The Board recognizes that it is desirable in making assignments to consider the interests, abilities, and aspirations of its teachers. The assignment of staff members and their transfer to positions in the various schools and departments of the district shall be made by the Superintendent on the basis of the following criteria which are listed in order of priority:

- (a) Necessity of making changes due to reassignment of grades or changes in curricula in a particular building;
- (b) Contribution which staff members could make to students in new assignment;
- (c) Desire of staff member regarding assignment or transfer;
- (d) Opportunity for teacher growth and development.

Section 5: The request by a teacher for transfer to a different class, building or position must be made in writing and presented to the Superintendent after the teacher has discussed the request with the building principal. The application shall set forth the reasons for the request, the school, the grade or position sought, and the applicant's academic qualifications which support the request. Such requests must be renewed each year to assure consideration by the Superintendent.

Section 6: The Board subscribes to the policy of filling vacancies in



bargaining unit jobs from within its own teaching staff. Whenever a permanent vacancy in the bargaining unit occurs or is anticipated, a notice thereof shall be posted in a prominent place in all buildings. Permanent vacancies shall be filled by the applicant who, in the judgment of the administration, possesses the most experience, competency, qualifications, and other relevant attributes required to satisfactorily perform the job. If two (2) or more applicants, in the judgment of the administration, possess the above enumerated attributes to a higher degree than other applicants and among them they possess the attributes to a relatively equal extent, the applicant among them with greatest length of teaching service in the district will be given preference.

- (a) Vacancies that occur after the beginning of the school year need not be filled by bargaining unit members for the balance of that school year.

Section 7: Teachers shall be advised (by posting on teacher bulletin boards) of the creation of new administrative and supervisory jobs and permanent vacancies in existing administrative and supervisory jobs as they occur so that they may make known to the administration their desire, if any, to be considered for the filling of such post.

Section 8: Non-tenure teachers will be retained in the same assignments throughout their probationary periods if they so desire unless, in the judgment of the administration, it is impracticable to do so.

#### ARTICLE VII - REDUCTION OF PERSONNEL

Section 1: In the event the Board deems it necessary to reduce or eliminate the number of personnel or consolidate position(s) in any given field, program, or discipline, probationary teachers shall be laid off first, providing there are teachers with tenure who are available and have the ability, educational certification, qualification, background, and satisfactory performance who can teach the subject(s) of the probationary teacher. Thereafter, teachers in the affected department with the least tenure shall be the ones removed therefrom, providing tenure teachers in the department are available and have the ability, educational certification, qualifications, background, and satisfactory performance to teach the subject(s) of the laid-off teacher. A tenure teacher thus removed from a department shall be appointed to fill the first vacancy in the school district for which he possesses the educational certification and is qualified to fill. In the event there are no tenure teachers in the department who are available and who have the ability, educational certification, qualifications, background, and satisfactory performance to teach the subject(s) of those scheduled for layoff, the junior tenure teacher shall be retained and the next least junior tenure teacher shall be laid off.

Section 2: It is understood and agreed that the individual employment contract of a teacher, laid off in accordance with this article, shall be terminated at the time of the layoff. Furthermore, the Board's obligation to pay any salary or fringe benefits pursuant to said individual employment contract or under the collective bargaining agreement shall also be terminated, except as provided in Section 12 of Appendix (A).

Section 3: Tenure teachers may be recalled as deemed necessary by the Board.

Section 4: Non-tenure teachers may be rehired as deemed necessary by the Board.

Section 5: In the event the Board deems it necessary to recall from layoff or rehire teachers, the Board shall give written notice by sending a certified letter or telegram to said teacher at his address on record with the Board. It shall be the responsibility of each teacher to notify the Board of his address and any changes that occur thereafter. The teacher's address on record with the Board shall be conclusive when used in connection with layoffs, termination, recall or other notice to the teacher. If the teacher fails to notify the Board within five (5) days from the date the letter or telegram was received of the teacher's intent to return to work or if the teacher fails to report to work at the time designated by the Board, said teacher shall be considered as a voluntary quit and shall thereby be terminated and forfeit all rights or claims he may have had against the Board.

#### ARTICLE VIII - SICK LEAVE

Section 1: At the beginning of each school year each full-time teacher shall be credited with a ten (10) day sick leave allowance to be used for absence caused by illness or physical disability of the teacher. The unused portion of such allowance shall accumulate from year to year without limit.

Section 2: Full-time teachers, subject to the provisions set forth in this Article, shall be eligible to receive paid sick leaves from (and to the extent of) their unused accumulated paid sick leave credits in the following situations:

- (a) When it is necessary for them to be absent from duty due to an illness or injury which is noncompensable under the Michigan Workmen's Compensation Act. However, such paid sick leave will not be granted for absences due to illness attributable to pregnancy.
- (b) When it is necessary for them to be absent from

duty due to an illness or injury compensable under the Michigan Workmen's Compensation Act. In such case, the paid sick leave credits will be applied in such manner as to pay the difference between the compensation received under the Act and the teacher's salary, to the extent that the unused paid sick leave days will permit.

Section 3: The Board reserves the right to require a physician's statement to support the necessity for such absences and/or to certify that the teacher is physically able to return to duty at the conclusion of such illness or disability.

Section 4: Necessary time off with pay, but not to exceed five (5) days which shall not be deducted from the teacher's accumulated unused paid sick leave will be allowed for each critical illness or death in the teacher's immediate family. This allowance may be extended at the discretion of the Superintendent in unusual circumstances. "Critical illness" shall be interpreted to mean terminal illness or an illness which the attending physician considers sufficiently serious to require the teacher's presence at the bedside. "Immediate family" means current spouse, child, parent, grandparents, brother, sister, father-in-law, or mother-in-law, or any other member of the family who lives in the home of the teacher.

Section 5: Teachers will be permitted to take one (1) day of personal business leave each year, which day shall be deducted from their unused paid sick leave days. The unused personal leave days shall accumulate from year to year to a maximum of two (2) days. Personal business means an activity which requires the teacher's presence during the school day and which is of such a nature that it cannot be attended to at a time when school is not in session. Except in unusual circumstances such personal time absence with pay will not be permitted on the last day prior to or the first school day following a holiday or vacation period. Specific exclusions from this leave policy shall be absences for personal pleasure, accompanying spouse to attend a conference, vacations, job interviews, the performance of services for a paid fee. It will be required to receive advance approval of the Superintendent.

Section 6: There shall be no compensation for unused sick leave when teachers resign, retire or when their services are terminated for any other reason.

#### ARTICLE IX - LEAVES OF ABSENCE

Section 1: A teacher who is unable to teach because of personal illness or disability and who has exhausted his paid sick leave credits shall be

granted a leave of absence without pay for the duration of such illness or disability for a period of up to one (1) year. Renewals of such leaves for periods of not to exceed one (1) year are at the discretion of the Board and will be considered only upon written request of the affected teacher.

Section 2: A leave of absence of up to two (2) years without pay may be granted to any tenure teacher, upon application, for the purpose of participating in exchange teaching programs in other states, territories, or countries; foreign or military teaching programs, the Peace Corps, Teacher's Corps or Job Corps as a full-time participant in such program; or a cultural travel or work program related to his teaching responsibilities; provided said teacher gives assurances in writing of his intention to return to the school system. Such leave may be extended for a period of not to exceed one (1) year in the discretion of the Board, provided a written request for such extension is received by the Board at least two (2) months prior to the expiration of the initial leave.

- (a) Upon return from such leave, the activity engaged in shall be evaluated by an evaluation committee composed of the teacher's building principal, department head or grade chairman, and the TEPS chairman of the Brandywine District Education Association who will recommend to the Superintendent whether such activity, in whole or in part, should be considered as the equivalent of time taught in the district.

Section 3: A leave of absence of up to one (1) year without pay may be granted to any teacher, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to his teaching responsibilities.

Section 4: A teacher who enters the military service by draft or enlistment shall be granted a leave of absence without pay for that purpose and at the conclusion of such leave shall be reinstated in accordance with all applicable provisions of the Selective Service and Training Act and any other applicable laws then effective.

Section 5: A maternity leave of up to twelve (12) months without pay shall be granted to a tenure teacher. Such leave shall commence not later than the end of the sixth month of pregnancy (1) except that when this date falls within one (1) school month of the end of the semester, the teacher may be permitted to complete the semester or (2) except when such pregnancy adversely affects the work and/or the attendance of the teacher prior to the end of the sixth month of pregnancy, in which event, such teacher shall be required to start such maternity leave at such earlier date. A teacher on maternity leave shall be re-employed at the beginning of the first regular semester of the school year following such leave. However, such teacher must give the administration a written

notification of intent to so return at least by April 1st immediately preceding the start of such semester and, if required by the administration, must present a medical report from a qualified physician certifying that she is physically able to so return.

Section 6: A teacher who is summoned and reports for jury duty, as prescribed by applicable law, for each day upon which he performs jury duty and on which he otherwise would have been scheduled to teach shall be paid the difference between what he received from the Court as daily jury duty fees and what he would have earned from his employment by the district on such day. In order to receive the payment above referred to, the teacher must give the administration prior written notice that he has been summoned for jury duty and must furnish satisfactory evidence that he performed such duty on the days for which he claims such payment and produce satisfactory evidence as to the amount he was paid by the Court for such jury duty.

- (a) A teacher who is required to give a testimony in any legal action to which the Brandywine Board of Education is a party, for that time during which he must necessarily be absent from his teaching duties for such purpose, shall be paid the difference between what he received as witness fees for so testifying and what he would have earned from his employment by the district on such day or days.

Section 7: On days when school is closed because of adverse weather conditions, teachers will be expected to report to work if it is deemed by the teacher to be reasonably safe to travel to school.

Section 8: Requests for leaves of absence specified in Sections 2 and 3 of this Article must be submitted in writing to the Superintendent at least forty-five (45) days prior to the start of the anticipated leave. The forty-five (45) day notice for a request for leave of absence may be waived by the administration if circumstances justify it. Each request for such leave shall be considered by the Board, which shall either approve or disapprove such requests.

#### ARTICLE X - DISCIPLINE

Section 1: Teachers are required to comply with the reasonable rules, regulations and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this agreement, provided that a teacher may reasonably refuse to carry out an order which endangers his health or safety.

Section 2: A teacher shall be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of the rules.

Section 3: No teacher shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such action which is claimed to be unjust may be questioned through the grievance procedure. All information forming the basis for disciplinary action will be made available to the teacher and the Association upon request by the teacher.

Section 4: No teacher shall have employment outside of the school system which materially and adversely affects his teaching activities under his contract. The Superintendent will consult with the Association president before making a final decision under this section.

#### ARTICLE XI - TEACHER GROWTH AND IMPROVEMENT

Section 1: All teachers are required to continue their training while employed in the school system by participating in on-campus and/or off-campus courses as follows:

- (a) Each teacher is required to earn five (5) semester hours of college credit within every consecutive five-year period. Any teacher not fulfilling this requirement will not receive further salary increments until this requirement is completed. If a teacher at the top of the salary schedule fails to meet this requirement, he will drop one step on the salary schedule and remain there until the requirement is completed. Any teacher who has not fulfilled this requirement will advance only one salary increment per year once the requirement is completed. The required work for such credit must be completed prior to September 1 of any year in order to apply to that school year.
- (b) Experienced teachers new to the Brandywine school system who do not meet the requirement in subsection (a) above, will be required to complete the work for at least two (2) semester hours of credit by September 1, following their first year of employment, and to complete the work for the full five (5) semester hours of credit by September 1 following their second year of employment.
- (c) In lieu of formal scholastic training required in subsection (a) above, a maximum of two (2) semester hours credit may be granted for approved non-credit workshops, curriculum projects, related work experience, or other approved educational experiences. Workshops, etc. will not be allowed for credit for meeting certification

requirements. A teacher, to count any of the experiences in this section toward the teacher growth requirements, shall present a written request to his principal prior to the proposed starting date of the experience. The request shall contain a description of the experiences and an explanation of how it relates to the teacher's work. An evaluation committee composed of the teacher's building principal, department head or grade chairman, and the TEPS chairman of the Brandywine District Education Association will study the request and make recommendations to the Superintendent of Schools as to whether or not the request should be approved and the amount of credit recommended. As soon as practicable, but in no case later than September 30, the teacher shall submit a written report on the experience to the evaluation committee for final recommendations to the Superintendent who shall determine whether such credit shall be given.

- (d) Teachers who have previously obtained their Master's Degree may elect to substitute non-credit workshops, curriculum projects, related work experience, or other approved educational experiences for the entire five (5) semester hours of college credit referred to in (a) above. An evaluation committee composed of the teacher's building principal, department head or grade chairman, and the TEPS chairman of the Brandywine District Education Association will study the request and make recommendations to the Superintendent of Schools as to whether or not the request should be approved and the amount of credit recommended. As soon as practicable, but in no case later than September 30, the teacher shall submit a written report on the experience to the evaluation committee for final recommendations to the Superintendent who shall determine whether such credit shall be given.

Section 2: Within the limitations of the budget:

- (a) Teachers may be permitted to attend conferences and/or workshops as approved by the Superintendent upon the recommendation of the building principal.
- (b) Teachers may be allowed, upon request, days for professional visitation in their related teaching areas. A brief written summary is to be submitted to the building principal and the Superintendent.

Teachers participating in professional visitation shall normally not exceed two (2) persons per department per day. Participants in such programs shall be recommended by the principal and approved by the Superintendent.

Section 3: The Board of Education will make the necessary school buildings available in the evenings for the purpose of an in-service program of interest to teachers to meet their continuous training requirements as set forth in Section 1 of this Article. The Superintendent shall have the sole responsibility for determining the subject matter and making the arrangements for the program.

- (a) At the beginning of the school year, the Superintendent shall announce the subject matter, the minimum enrollment required, the cost to the teacher, if any, the college credit to be given, and the amount of credit the program will have for the purpose of meeting the requirements of Section 1 of this Article.
- (b) The teachers who desire to enroll in the in-service program shall notify the Superintendent within one (1) week after the Superintendent's announcement and shall make whatever deposit is necessary to ensure the success of the program.
- (c) Once the minimum number of teachers have enrolled in the program and have made the necessary commitments as set forth in (b) above, the Superintendent shall cause the program to be finalized and make the necessary arrangements for the program.
- (d) Teachers shall be required to successfully complete the program in order to satisfy the requirements of Section 1 and in addition thereto, teachers who take the program for credit shall have those credits apply toward the requirements of Sections 3 and 4 of Appendix A, attached hereto.

#### ARTICLE XII - TEACHER EVALUATION

Section 1: The building principal will prepare an annual written evaluation of each teacher based on visitations and conferences with the teacher throughout the year. Teachers shall be required to read such evaluations and discuss the same with their principals and indicate in writing on the evaluation that they have read it. In the event that the teacher feels his



evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personnel file.

Section 2: Any complaint regarding a teacher made to the administration by any parents, student or other person which is considered in evaluating said teacher's performance will be called to his attention in writing. Each teacher will have the right, upon request, to review the contents of his own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such file. Privileged information, such as confidential credentials and related personal references obtained at the time of initial employment, are specifically exempted from such review. The administrator will remove such credentials and confidential reports from the file prior to the review of the file by the teacher.

#### ARTICLE XIII - GRIEVANCE PROCEDURE

Section 1: If a teacher has a complaint regarding any condition of employment covered by the Michigan Teacher Tenure Act, such complaint or grievance shall be dealt with exclusively through the provisions of said Act and the established procedures thereof.

Section 2: For the purpose of the procedure hereinafter set forth, a grievance shall be defined as any dispute (of a non-tenure nature) regarding the meaning, interpretation or application of the terms and provisions of this agreement or the alleged violation thereof.

Section 3: In the event a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal within fifteen (15) duty days after the occurrence of the event upon which it is based. The teacher shall be entitled to have an Association representative present during such discussion if he so requests.

STEP 1: If as a result of the informal discussion with the building principal, a grievance still exists, to be further processed hereunder, the grievance must be reduced to writing, state the facts upon which it is based, when they occurred, specify the section of the contract which allegedly has been violated, must be signed by the aggrieved teacher or teachers or by his Association representative and must be presented to the building principal concerned with the problem within three (3) duty days after the oral conference referred to above. The building principal shall give the aggrieved

teacher a written answer within five (5) duty days after receipt of the written grievance and give a copy thereof to the chairman of the Association's grievance committee.

STEP 2: If the aggrieved teacher or the Association desires to appeal the decision of the principal, either he or she or the chairman of the Association's grievance committee shall notify the Superintendent in writing of the desire to appeal within seven (7) duty days after receipt of the principal's answer. The Superintendent and administration's grievance committee shall meet with the Association's grievance committee within ten (10) days after receipt by the Superintendent of the written notice of appeal. The Superintendent shall prepare the written second step answer and give one (1) copy thereof to the aggrieved teacher and one (1) copy to the chairman of the Association's grievance committee within seven (7) duty days after such meeting.

STEP 3: In the event the grievance is not resolved by the second step answer, the matter may be appealed to the Board of Education providing a written notice of such appeal by the aggrieved teacher or chairman of the Association's grievance committee is presented to the secretary of the Board of Education within fifteen (15) duty days after receipt of the second step answer. If such appeal is taken, the Board of Education in executive session or a committee of members and/or its designated representative shall meet with the Association's grievance committee to attempt to resolve the grievance within fifteen (15) duty days after receipt of the notice of appeal to this step. A copy of the Board's disposition of the grievance shall be given to the Association and the teacher involved within five (5) consecutive duty days after such meeting.

STEP 4: If, at this point, the grievance has not been satisfactorily settled, either party hereto shall have the right to submit such grievance to arbitration to the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules, then obtaining, providing such submission is made within thirty (30) calendar days after receipt by the Association of the Board of Education's Third Step answer. If the grievance has not been submitted to arbitration

within said thirty (30) calendar day period, it shall be considered as being withdrawn by the Association. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by the Board of Education and the Association.

Section 4: The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this agreement nor shall he have any power to rule on the termination of services of or failure to re-employ any probationary teacher, the placing of a non-tenure teacher on a third year of probation, the termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule or any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teachers' Tenure Act (Act IV Public Acts, extra session, of 1937 of Michigan, as amended).

Section 5: The time limit at any step of the grievance procedure may be extended by mutual agreement. In the event a grievance is not appealed from one step to the next within the time limits specified, the grievance shall be deemed to have been settled on the basis of the last answer thereto. In the event a grievance is not answered at any step of the grievance procedure within the specified time limit, the grievance shall automatically be advanced to the next step.

Section 6: It is agreed by the parties hereto that grievances shall be processed during times which do not interfere with assigned duties. However, in the event it is mutually agreed by the aggrieved teacher, the Association, and the Board to hold proceedings during regular working hours, a teacher participating in any level of the grievance procedure, including mediation, on his own behalf or on behalf of the Association, with any representative of the Board, shall be released from assigned duties, for the period necessary, without loss of salary.

Section 7: If a grievance involves a group or class of teachers under more than one (1) administrator or supervisor, it shall be initiated at the second step of the grievance procedure.

#### ARTICLE XIV - MISCELLANEOUS PROVISIONS

Section 1: All conditions of employment, not covered elsewhere in this agreement, including teaching hours, extra compensation for duties outside regular teaching hours, relief periods, leaves and general teaching conditions shall be maintained at not less than the minimum standards in

effect in the district at the time this agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this agreement.

The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior negotiation with the Association.

Section 2: Individual contracts between the Board and teachers shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with the provisions of this agreement, the provisions hereof shall be controlling.

Section 3: This agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.

Section 4: If, during the life of this agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of this agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Board and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 5: Copies of this agreement shall be printed at the expense of the Board and shall be available for all teachers at the Superintendent's office within thirty (30) days after the date of execution thereof.

Section 6: It is understood and agreed that all salary increases and increases in fringe benefits provided for by this agreement shall be subject to and become effective only as, if and when and to that extent permissible under the Economic Stabilization Act of 1970, as amended, and any subsequent amendment, rules and regulations promulgated in regard thereto.

ARTICLE VX - DURATION OF AGREEMENT

This agreement was entered into as of the 12th day of June, 1972, and shall continue in full force and effect through the 30th day of June, 1973.

Signed in Niles, Michigan, this 12th day of June, 1972.

BRANDYWINE DISTRICT  
EDUCATION ASSOCIATION

BRANDYWINE BOARD OF  
EDUCATION

Frances V. LaPointe  
Charlene Schumacher

A. J. Wetzel  
Dorothy A. Grove

Appendix A

Section 1: Effective as of July 1, 1972, all teachers, with the exception of Special Education teachers, shall be paid in accordance with the following salary schedule for a school year consisting of a minimum of 180 student attendance days. If the requirements of 180 attendance days has not been met by the termination dates of individual contracts, such termination dates shall be extended by the next succeeding day or days (excluding Saturdays and Sundays) necessary to provide 180 attendance days as required by the State of Michigan Department of Education.

<u>STEP</u>	<u>INDEX</u>	<u>BASE B.A.</u>	<u>STEP</u>	<u>INDEX</u>	<u>BASE M.A.</u>
0	1.00	7,750	0	1.00	8,250
1	1.04	8,060	1	1.04	8,580
2	1.08	8,370	2	1.08	8,910
3	1.12	8,680	3	1.12	9,240
4	1.16	8,990	4	1.16	9,570
5	1.20	9,300	5	1.20	9,900
6	1.24	9,610	6	1.24	10,230
7	1.28	9,920	7	1.28	10,560
8	1.32	10,230	8	1.32	10,890
9	1.36	10,540	9	1.36	11,220
10	1.40	10,850	10	1.40	11,550
11	1.44	11,160	11	1.44	11,880
			12	1.48	12,210

Section 2: Elementary teachers teaching one-half time will be paid 50% of their scheduled full-time salary. Secondary teachers teaching less than full time will be paid on a pro-rata basis for the number of hours taught per day in relation to what a full-time teacher will be paid for teaching a full day.

Section 3: Teachers with a Bachelor's Degree who obtain prior to the beginning of the school year credits for ten (10) semester hours of study beyond the Bachelor's Degree which can reasonably be expected to contribute toward the teacher's effectiveness in his or her present assignment or toward qualifying the teacher for another position in the field of education and which credits are acceptable to the Superintendent shall be compensated at the rate of \$167 per year over and above the basic salary determined by the Bachelor's Degree salary index until twenty (20) semester hour beyond the Bachelor's Degree has been obtained. Teachers with a Bachelor's Degree who obtain prior to the beginning of the school year credits for twenty (20) semester hours of study beyond the Bachelor's Degree which can reasonably be expected to contribute toward the teacher's effectiveness in his or her present assignment or toward qualifying the teacher for another position in the field of education and which credits are acceptable to the Superintendent shall be compensated at the rate of \$333 per year over and above the basic salary determined by the Bachelor's Degree salary index until a Master's Degree has been obtained. When such credits are earned by the end of the first semester, the teacher will be paid one-half of the yearly rate for the remainder of the school year.

Section 4: Teachers with a Master's Degree who obtain prior to the beginning of the school year credits for ten (10) semester hours of study beyond the Master's Degree which can reasonably be expected to contribute toward the teacher's effectiveness in his or her present assignment or toward qualifying the teacher for another position in the field of education and which credits are acceptable to the Superintendent shall be compensated at the rate of \$167 per year over and above the basic salary determined by the Master's Degree salary index. Teachers with a Master's Degree who obtain prior to the beginning of the school year credits for twenty (20) semester hours of study beyond the Master's Degree which can reasonably be expected to contribute toward the teacher's effectiveness in his or her present assignment or toward qualifying the teacher for another position in the field of education and which credits are acceptable to the Superintendent shall be compensated at the rate of \$333 per year over and above the basic salary determined by the Master's Degree salary index. Teachers with a Master's Degree who obtain prior to the beginning of the school year credits for thirty (30) semester hours of study

beyond the Master's Degree which can reasonably be expected to contribute toward the teacher's effectiveness in his or her present assignment or toward qualifying the teacher for another position in the field of education and which credits are acceptable to the Superintendent shall be compensated at the rate of \$500 per year over and above the basic salary determined by the Master's Degree salary index. When such credits are earned by the end of the first semester, the teacher will be paid one-half (1/2) of the yearly rate for the remainder of the school year.

Section 5: At the time a teacher is hired from outside this system, up to ten (10) years of outside experience will be allowed for salary purposes.

Section 6: When regular staff members are assigned as substitutes, they will receive extra compensation at the rate of \$5.00 per hour.

Section 7: Effective the summer of 1971, Driver Training teachers will be paid at the rate of \$5.50 per hour.

Section 8: Department heads and grade chairmen will be paid according to the following schedule:

\$150	2-3 teachers
\$175	4-5 teachers
\$200	6 or more teachers

Section 9: Extra Pay for Extra Duty - The following percentages will be applied to the Bachelor's Degree salary for the years of experience in directing that sport or activity. The maximum allowable will be six (6) years of experience.

<u>ACTIVITY</u>	<u>PERCENTAGE</u>
Athletic Director	0
Varsity Football	12
Assistant Varsity Football	7
Jr. Varsity Football	7
Assistant Jr. Varsity Football	6
Freshman Football	6
Varsity Basketball	12
Jr. Varsity Basketball	7
Freshman Basketball	6
Varsity Wrestling	9
Assistant Wrestling	6
Varsity Baseball	7
Assistant Baseball	5
Varsity Golf	4-1/2



Cross Country	5
Varsity Track	7
Assistant Track	5
Dramatics (2 plays)	7
Sr. High Cheerleaders	3
Sr. High Yearbook	6
Sr. High Newspaper	3-1/2
Head Band	9
Assistant Band	7
Sr. High Vocal Music	2
Sr. High Student Council Advisor	2
Jr. High Basketball	5-1/2
Jr. High Track	4
Jr. High Touch Football - Intramural (6 weeks - 3 nights a week)	2
Jr. High Wrestling	4
Jr. High Cheerleaders	1-1/2
Jr. High Yearbook	2
Jr. High Vocal Music	2

Section 10: Any teacher given a third year of probation will remain at the last salary level achieved. If tenure is granted, the teacher will then advance to the step on the salary schedule corresponding to his training and experience.

Section 11: Any teacher who has not obtained a permanent teaching certificate by the beginning of the school year following the expiration of the provisional certificate will remain at the last salary step achieved, and will receive no further salary increments until the certificate is obtained. When the certificate is obtained the teacher will advance to the step on the schedule corresponding to his training and experience, pro-rated over the balance of the year in which the certificate is obtained. In the event that a contract has already been issued at the higher step, it will be voided and a new contract prepared at the previously attained step.

Section 12:

(a) The Board will contribute a maximum of fifty dollars and fifty cents (\$50.50) per month towards the purchase of group hospitalization and major medical insurance for each full-time teacher. The Board agrees to provide a maximum of fifteen dollars (\$15.00) per month for each full-time teacher to be applied as the teacher desires toward one or more of the following options available through the Michigan Education Special Services Association in lieu of contributing towards the purchase of group hospitalization and major medical insurance:

- (1) Group Term Life Insurance, (2) Loss of Time (income protection), (3) Hospital Supplement. It is understood and agreed there shall be no

duplication of coverage. Teachers who desire to be covered by the group hospitalization and major medical insurance coverage shall certify to the Board in writing that they are not covered by any other health insurance plan paid for by someone other than themselves or their spouse. However, in the event a teacher should cease to be covered under any other health insurance plan paid for by someone other than the teacher or his/her spouse during the school year, said teacher shall execute the aforementioned certificate of non-duplication of coverage and shall be enrolled in the group hospitalization and major medical insurance plan, subject to the terms and conditions of MESSA. For those employees who desire additional health insurance or option coverage, the cost of which exceeds the amount of subsidy provided for by the Board, and who execute proper payroll deduction authorization forms, the Board agrees to deduct said amount once each month from the employee's pay.

(b) The Board shall make the payment of insurance premiums for each teacher to assure coverage for the full twelve (12) month period commencing October 1 and ending September 30, unless the teacher enrolls during the school year in which event the Board will make the remaining monthly payments. If a teacher's employment terminates during this twelve (12) month period, the insurance will cease in the month of termination unless the teacher has completed the full contract period and submits his resignation prior to July 1, in which event the insurance premium will be paid for the months of June, July, and August.

(c) It is understood and agreed the hospitalization and major medical insurance coverage referred to in this Section shall be that provided by MESSA for the 1972-73 school year and the parties agree that each will thoroughly examine health insurance protection provided by other insurance companies for the purpose of considering changing insurance carriers in the next collective bargaining agreement.

Section 13: The Superintendent is authorized to grant up to three (3) years of teaching salary credit to qualified vocational teachers provided their teaching assignment is in vocational education.

Section 14: All personnel shall be paid in twenty-six (26) equal installments throughout the year. Checks shall be issued every second Friday.

Personnel leaving the school system or planning to retire may request a lump sum payment of the balance of their contract at the end of the school year.

Calendar 1972-73

It is agreed that the teachers' work year for 1972-73 will not exceed 185 days for new teachers and 184 days for teachers who were employed in the Brandywine Public Schools during the 1972 school year. There will be a minimum of 180 pupil attendance days as required by rules and regulations of the Michigan Department of Education. It is also agreed that the actual calendar will conform as closely as administratively feasible with that proposed by the Association on April 17, 1972.