

PROPOSED EDUCATION ASSOCIATION AGREEMENT

This agreement entered into this _____ day of _____ 1966 by and between the Board of Education of the Breckenridge Community Schools, Breckenridge, Michigan, hereinafter called the "Board" and the Breckenridge Education Association hereinafter called the "Association".

WHEREAS the Board and the Association declare that their mutual aim is to provide a quality education which will discover and develop the utmost potential of each student in the Breckenridge Community Schools and that the impartation of such education depends predominately upon the character, ability and training of its teaching service and the interest and effort expended, and

WHEREAS the members of the teaching profession are qualified to assist in formulating procedures and programs designed to enhance achievement of these educational goals, and

WHEREAS the Board has a general statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to negotiate, and with the Association, specifically by Board action as of Dec. 13, 1965, as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties, following necessary and deliberate professional negotiations, have reached certain understanding which they desire to formalize.

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

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, to the extent required by Act 379, Public Acts of 1965, for the following certified degree personnel, to include regular classroom teachers both on probation and on tenure and such other certified degree classroom personnel as may be hired by the Board on a full time or regularly scheduled part time basis for employment in the Breckenridge School only, but excluding supervisory and executive personnel and office and clerical employees. The term "teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiation 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 which shall be for a period of three years from the date of this contract. 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, provided that the Association has been given opportunity to be present at such adjustment.

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- C. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues of the National Education Association and the Michigan Education Association. Such dues shall be deducted from the regular salaries of the respective teachers and remitted on an annual payment basis or over three consecutive payments or by one cash payment to the appropriate headquarters office.
- 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. Likewise nothing contained herein shall be construed to obligate or bind the Board contrary to present or enacted laws, Attorney General's rulings, or applicable court decisions.

ARTICLE II

TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support a bargaining unit 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 cover of law of the State of Michigan, the Board undertakes and agrees that it will not contrary to law 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.
- 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 arbitrator appointed pursuant to the provisions of the law and the Board agrees to be bound, subject to such recourses as are provided by law, by any lawful order or award thereof.
- C. The Association and its members shall have the right to use available school building facilities, subject to scheduling with the Administration, and excepting during the regularly scheduled hours of school, for meetings. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off the school premises. Bulletin boards shall be provided in the teacher's lounge and all Association communications shall be confined to such. Association communications distributed through school mail shall be approved by the Administration. All Association communications on bulletin boards must be signed by an Association officer. All school equipment and materials used by the Association will be scheduled and approved by the Administration. All materials used will be charged to the Association budget.

- B. Since most effective and efficient application of teaching resources is usually accomplished by assigning teachers within their area of competence, effort will be made not to assign teachers, outside the scope of their teaching certificates or their major or minor field of study, except temporarily and for good cause.
- C. 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 and prior to the end of the school year. However, it is recognized that unforeseen conditions may arise due to population changes or death which may require reassignment of teachers during any part of the school year. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such change.

ARTICLE VI

Teaching Conditions

It is 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. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.
- B. Telephone facilities shall be made available to teachers for their reasonable use. All personal toll calls are to be reported and paid at the office.
- C. Adequate parking facilities shall be made available to teachers for their exclusive use.
- D. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities within the province of the law, 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 attention of the Board insofar as it does not bring reproach upon the reputation of the school nor exert a destructive attitude or effect upon the character and citizenship of the students.
- E. The provisions of this agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, color, national origin, age, sex, or marital status or membership in or association with the activities of any lawful 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 to all pupils.

ARTICLE VII

Vacancies and Promotions

- A. All teachers, who are qualified, will be considered for promotions when vacancies exist.

- D. The Board agrees to furnish to the Association in response to reasonable requests from time to time all information available to the residents of the district concerning the financial resources of the district, tentative budgetary requirements and allocations and such other generally available 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 during the one year term of this Agreement, provided, however that upon written notice to the other party at least sixty (60) days prior to the first day of May of every year of this Agreement, either party may request the reopening of negotiations of such salary schedule.
- B. Teachers shall not be required to report more than two days prior to the beginning of classes in September or to remain more than two days after classes end in June.
- C. The following legal holidays shall be observed and all schools closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day.

ARTICLE IV

Teaching Hours

- A. The Board recognizes the principles and responsibilities of professional employment and will so far as possible, set the hours of school operation, organize work schedules and make teaching assignments which should reasonably be completed within the workweek.
- B. All teachers shall be entitled to a duty-free uninterrupted lunch period as scheduled by the administration.

ARTICLE V

Teaching Loads & Assignments

- A. Because teaching loads and assignments are primarily an administrative problem, the following daily teaching load is suggested for the Junior and Senior High School:

As the normal teaching day consists of seven periods, each teacher will be responsible for seven periods of which one will be an unassigned preparation period.

ARTICLE VIII

LEAVES OF ABSENCES

- A. Any teacher whose personal illness extends beyond the period compensated under the Professional Salary Guide attached shall be granted a leave of absence without pay for such time as provided in the Tenure Act, Article V, Section II. Upon return from leave, a teacher shall be assigned to the same position if available, or a substantially equivalent position.
- B. Maternity - Teachers shall be granted a maternity leave of absence without pay. Upon return from leave, a teacher shall be assigned to the same position if available, or a substantially equivalent position.
- C. Military leave of absence shall be granted to any teacher who shall be inducted or shall enlist during times of national emergency for military duty to any branch of the armed forces of the United States.

ARTICLE IX

NEGOTATION 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.

ARTICLE X

MISCELLANEOUS PROVISIONS

- A. The Board is provided with a list of substitute teachers. The Association agrees that teachers shall advise the administration of their impending or anticipated absence at least before the close of the school day preceeding. Only in unusual circumstances should it be necessary to inform the administration and that by 7:30 A.M. of absence for the day.
- B. No polygraph or lie detector device shall be used in any investigation of any teacher or pupils unless requested.
- C. The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the district and the Association shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereto prior to general publication.
- D. 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. A copy of said Code of Ethics is attached as a part of this contract.

E. 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 a part of the established policies of the Board.

BOARD OF EDUCATION

EDUCATION ASSOCIATION

BY _____
Its President

BY _____
Its President

BY _____
Its Secretary

BY _____
Its Secretary

BRECKENRIDGE COMMUNITY SCHOOLS
BRECKENRIDGE, MICHIGAN
April 25, 1966

RE: Salary schedule proposal for the 1966-67 school year from the Breckenridge Board of Education to the Breckenridge Education Association.

STEP	P.A or B.S.	R.A or B.S.+15		M.A. or M.S.		M.A. or M.S +15	SPEC.
		I.F.	N.I.F.	I.F.	N.I.F.		
0	5300.	5450.	5375.	5650.	5475.	5800.	6000.
1	5500.	5650.	5575.	5850.	5675.	6000.	6200.
2.	5700.	5850.	5775.	6050.	5875.	6200.	6400.
3.	5900.	6050.	5975.	6250.	6075.	6400.	6600.
4.	6100.	6250.	6175.	6450.	6275.	6600.	6800.
5.	6300.	6450.	6375.	6650.	6475.	6800.	7000.
6.	6500.	6650.	6575.	6850.	6675.	7000.	7200.
7.	6700.	6850.	6775.	7050.	6875.	7200.	7400/
8.	6900.	7050.	6975.	7250.	7075.	7400.	7600.
9.	7100.	7250.	7175.	7450.	7275.	7600.	7800.

CONDITIONS OF SALARY SCHEDULE

1. Base salary \$5300.
2. Increment 200.
3. None (9) steps
4. Credit hours
 - a. R.A. in field + 15 semester hours - \$150.
 - b. R.A. out of field + 15 semester hours \$75.
 - c. M.A. in field \$350.
 - d. M.A. out of field \$175.00
5. Outside experience

Five full years allowed on salary schedule for teachers coming into the system.
6. Sick leave

Ten (10) days per year accumulative to 60.
7. Personal business - 2 days per year, non-accumulative, allowed but will be considered as part of the 10 days sick leave per year if used.
8. Vocational Education and Special Education are excepted fields from salary schedule.
9. If two or more beginning teachers are hired above the base salary, the base salary will be set at the median of beginning teachers and adjustments made in each teachers contract.

THE CODE OF ETHICS
of the
EDUCATION PROFESSION

PREAMBLE

We, professional educators of the United States of America, affirm our belief in the worth and dignity of man. We recognize the supreme importance of the pursuit of truth, the encouragement of scholarship, and the promotion of democratic citizenship. We regard as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. We affirm and accept our responsibility to practice our profession according to the highest ethical standards.

We acknowledge the magnitude of the profession we have chosen, and engage ourselves, individually and collectively, to judge our colleagues and to be judged by them in accordance with the applicable provisions of this code.

PRINCIPLE I

COMMITMENT TO THE STUDENT

We measure success by the progress of each student toward achievement of his maximum potential. We therefore work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals. We recognize the importance of cooperative relationships with other community institutions, especially the home.

In fulfilling our obligations to the student, we -

1. Deal justly and considerately with each student.
2. Encourage the student to study varying points of view and respect his right to form his own judgment.
3. Withhold confidential information about a student or his home unless we deem that its release serves professional purposes, benefits the student, or is required by law.
4. Make discreet use of available information about the student.
5. Conduct conferences with or concerning students in an appropriate place and manner.
6. Refrain from commenting unprofessionally about a student or his home.
7. Avoid exploiting our professional relationship with any student.
8. Tutor only in accordance with officially approved policies.

9. Inform appropriate individuals and agencies of the student's educational needs and assist in providing an understanding of his educational experiences.
10. Seek constantly to improve learning facilities and opportunities.

PRINCIPLE II

COMMITMENT TO THE COMMUNITY

We believe that patriotism in its highest form requires dedication to the principles of our democratic heritage. We share with all other citizens the responsibility for the development of sound public policy. As educators, we are particularly accountable for participating in the development of educational programs and policies and for interpreting them to the public.

In fulfilling our obligations to the community, we -

1. Share the responsibility for improving the educational opportunities for all.
2. Recognize that each educational institution may have a person authorized to interpret its official policies.
3. Acknowledge the right and responsibility of the public to participate in the formulation of educational policy.
4. Evaluate through appropriate professional procedures conditions within a district or institution of learning, make known serious deficiencies, and take any action deemed necessary and proper.
5. Use educational facilities for intended purposes consistent with applicable policy, law, and regulation.
6. Assume full political and citizenship responsibilities, but refrain from exploiting the institutional privileges of our professional positions to promote political candidates or partisan activities.
7. Protect the educational program against undesirable infringement.

PRINCIPLE III

COMMITMENT TO THE PROFESSION

We believe that the quality of the services of the education profession directly influences the future of the nation and its citizens. We therefore exert every effort to raise educational standards, to improve our service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. Aware of the value of united effort, we contribute actively to the support, planning, and programs of our professional organizations.

In fulfilling our obligations to the profession, we -

1. Recognize that a profession must accept responsibility for the conduct of its members and understand that our own conduct may be regarded as representative.
2. Participate and conduct ourselves in a responsible manner in the development and implementation of policies affecting education.
3. Cooperate in the selective recruitment of prospective teachers and in the orientation of student teachers, interns, and those colleagues new to their positions.
4. Accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities, and support them when unjustly accused or mistreated.
5. Refrain from assigning professional duties to non-professional personnel when such assignment is not in the best interest of the student.
6. Provide, upon request, a statement of specific reason for administrative recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
7. Refrain from exerting undue influence based on the authority of our positions in the determination of professional decisions by colleagues.
8. Keep the trust under which confidential information is exchanged.
9. Make appropriate use of time granted for professional purposes.
10. Interpret and use the writing of others and the findings of educational research with intellectual honesty.
11. Maintain our integrity when dissenting by basing our public criticism of education on valid assumptions as established by careful evaluation of facts or hypotheses.

12. Represent honestly our professional qualifications and identify ourselves only with reputable educational institutions.
13. Respond accurately to requests for evaluations of colleagues seeking professional positions.
14. Provide applicants seeking information about a position with an honest description of the assignment, the conditions of work, and related matters.

PRINCIPLE IV

COMMITMENT TO PROFESSIONAL EMPLOYMENT PRACTICES

We regard the employment agreement as a solemn pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. Sound professional personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect.

In fulfilling our obligations to professional employment practices,
we -

1. Apply for or offer a position on the basis of professional and legal qualifications.
2. Apply for a specific position only when it is known to be vacant and refrain from such practices as underbidding or commenting adversely about other candidates.
3. Fill no vacancy except where the terms conditions, policies, and practices permit the exercise of our professional judgment and skill, and where a climate conducive to professional service exists.
4. Adhere to the conditions of a contract or to the terms of an appointment until either has been terminated legally or by mutual consent.
5. Give prompt notice of any change in availability of service, in status of applications, or in change in position.
6. Conduct professional business through the recognized educational and professional channels.
7. Accept no gratuities or gifts of significance that might influence our judgment in the exercise of our professional duties.
8. Engage in no outside employment that will impair the effectiveness of our professional service and permit no commercial exploitation of our professional position.