

OFFICE OF PROFESSIONAL NEGOTIATIONS
Michigan Education Association

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BREITUNG TOWNSHIP M.E.A. CHAPTER

MASTER CONTRACT

Breitung Bd of Educ.

M.E.A.
1216 KENDALE
E LANS., MI.
48824

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Education Association Agreement

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PROPOSED EDUCATION ASSOCIATION AGREEMENT

This Agreement entered into this day of , 1966, by and between the Board of Education of Breitung Township, Michigan, hereinafter called the "Board", and the Breitung Township Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Breitung Township 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 Association recognizes that the Board, under law, has the final responsibility for establishing policies for the district 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 memorialize,

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, as defined in Section 11 of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure, probation and on per diem appointments, classroom teachers, substitute teachers, guidance counsellors, librarians, school psychologists and social workers, speech and hearing therapists, visiting teachers, advising or critic teachers, teachers of the housebound or hospitalized, attendance or truant officers, school nurses, employed or to be employed by the Board (whether or not assigned to a public school building), 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 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, provided that the Association has been given opportunity to be present at such adjustment.

C. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws. 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 employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under statutes 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.

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.

C. The Association specifically recognizes the rights of the Board of Education to invoke the assistance of the State Labor Mediation Board, or a mediator from such agency.

D. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings outside of school time with the permission of the principal. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Media of communication in which only teachers are

involved shall be made available to the Association and its members in each building.

E. 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 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, together with information which may be necessary for the Association to process any grievance or complaint.

F. The Association agrees to furnish the Board of Education through the Superintendent in response to reasonable requests from time to time all available information concerning teacher retirements, teachers not returning, and any other absences of teachers for other activities.

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. All negotiations on 1967-68 salaries shall begin not later than March 1, 1967.

B. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined, during the school year as established by the Board of Education during normal teaching hours. For extra work the teacher shall be entitled to appropriate additional professional compensation, at his established professional daily rate.

C. Teachers shall not be required to report more than two days prior to the beginning of classes at the beginning of the school year and shall not be required to remain after school closes in June. New teachers, however, shall spend one additional day prior to the opening of school for orientation.

D. A teacher engaged during the school day in participating in any professional grievance negotiation, requiring immediate attention, shall be released from regular duties without loss of salary.

E. A teacher shall be released from regular duties without loss of salary for the purpose of participating in area or regional meetings of the Michigan Education Association not to exceed 6 days/year, 2 hours/day for one teacher. Time of absence shall be covered by other teachers and arrangements made by the teacher. The one day personal leave may be used for MEA activities.

ARTICLE IV

Teaching Hours

A. The teacher's normal teaching hours in the secondary schools shall be as follows:

	<u>HS</u>	<u>JHS</u>	<u>ELEM</u>
(1) Teachers check in no later than	8:00 a.m.	8:00 a.m.	8:00 a.m.
(2) Teachers at assigned place of duty not later than	8:10 a.m.	8:10 a.m.	8:10 a.m.
(3) Teachers shall leave school no earlier than	4:00 p.m.	3:40 p.m.	3:40 p.m.

B. The teacher's normal teaching hours in the elementary schools shall be as follows:

- (1) Teachers shall be at their assigned place of duty no later than 8:10 a.m.
- (2) Teachers are to return to their classrooms after noon dismissal by 12:45 p.m.
- (3) Unless permission is granted by principal, teachers shall leave school no earlier than 3:40 p.m.
- (4) Uniform duties shall be established for all elementary teachers.

ARTICLE V

Teaching Loads and Assignments

A. 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.

B. 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 if possible prior to August 1st. 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

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 lowered wherever possible.

(1) Kindergarten	20-30 pupils
(2) Elementary school grades	30 pupils
(3) Special classes for handicapped or mentally retarded	15 pupils
(4) Special sight-saving and hearing conservation classes	12 pupils
(5) Emotionally disturbed classes	9 pupils

The maximum class size per teacher in the secondary schools shall be as follows:

English)	
General Education)		
Social Studies)	
Mathematics)	30 pupils
Science)	
Language)	
Business)	

Typing	30 pupils
Industrial Arts	20 pupils
Drafting	30 pupils
Vocational Shops	20 pupils
Homemaking	20 pupils
Music (except for band or chorus)	30 pupils
Art	25 pupils
Health Education	40 pupils
Pool	30 pupils
Hygiene	25 pupils

B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic 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 for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement all joint decisions thereon made by its representative and the Association. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.

C. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.

D. The Board shall make available in each school adequate lunchroom, restroom and lavatory facilities exclusively for teacher use and at least one room, which shall be reserved for use as a faculty lounge in which smoking shall be permitted.

E. Notwithstanding their employment, 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 concerning the above mentioned items, is not within the appropriate concern or attention of the Board.

F. The provisions of this 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 to all pupils.

ARTICLE VII

Vacancies and Promotions

A. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. No vacancy shall be filled, in case of emergency on a temporary basis, until such vacancy shall have been posted for at least fifteen days.

B. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due consideration to the professional background and attainments of both in service and other applicants, the length of experience of each and other relevant factors. An applicant with less service shall not be awarded such position unless his qualifications therefor shall be superior to applicants with greater service. The Board declares its support of a policy of promotions from within its own teaching staff whenever possible. "Service" in the system, for purposes of this Agreement, shall mean continuous employment in a school of the district, irrespective of tenure status, but shall exclude all periods when the teacher was on leave of absence for any cause. The Association recognizing that the final decision for granting promotions remains with the Board.

ARTICLE VIII

Transfers

A. Since the frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible.

B. In the event that transfers of teachers appear to be necessary, lists of available positions in other schools shall be posted in the same manner as provided in Article VII.

C. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

ARTICLE IX

Leave Pay

Teachers shall be entitled to 10 days sick leave per year with 90 days accumulation of the unused portion of each year's sick leave subject to the following conditions:

A. Teachers teaching in this system for the first time, will accumulate sick leave at the rate of 1 day per month during the first year. After the first year, teachers will automatically be granted 10 days at the beginning of the school year.

B. Sickness of the teacher or sickness or death of the wife (or husband), children or any blood relative of teacher or wife (or husband) living in the teacher's local residence. Absence due to illness or death of the parents of teacher or wife (or husband) wherever residing, to the full extent of the sick leave allowance unused.

C. Emergency leave of 3 days (of the sick leave allowance) requiring absence due to the illness or death of a blood relative, or one related by marriage to a blood relative of the teacher or wife (or husband).

D. Any teacher, after five (5) years of full time employment in this school district, may borrow up to thirty (30) additional days of unearned sick leave because of a continuing illness or for major surgery, said advance of unearned sick leave to be charged against future years of service. (Once a teacher elects to borrow unearned sick leave, regardless of the amount involved, no additional unearned sick leave may be borrowed by said teacher until the previously borrowed sick leave has been completely repaid by sick leave earned by said teacher.) Provided, that in any event no unearned sick leave may be borrowed by a teacher that will exceed the amount of sick leave said teacher may earn prior to his or her retirement. Provided, also, that, if a teacher is indebted to this school district for unearned sick leave at the time of termination of his or her employment, the school district shall have the right to deduct the value of same from the final paycheck or paychecks due to said teacher; provided, also, that the school district shall also have a right to recover from said teacher the monetary value of any unearned sick leave owing by said teacher at the time that the teacher terminates his or her employment with this school district.

E. Any teacher, who is absent because of injury or disease compensable by the Michigan Workman's Compensation Law, shall receive 75% of the difference between this allowance and his regular salary for the duration of his illness with no subtraction of sick leave up to 100 days.

ARTICLE X

Leaves of Absence

A. Any teacher whose personal illness extends beyond the period compensated under Article IX shall be granted a leave of absence without pay for the

duration of each grading period. Upon return from leave, the following school year, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.

B. Leaves of absence with pay chargeable against teachers personal day allowance shall be granted for the following reasons:

1. Attendance at a ceremony awarding a degree to the staff member - one day.
2. One day for attendance at the school graduation of a member of the immediate family or one residing in the home.
3. One day of absence each year may be used for attention to urgent personal affairs which must be attended by the employee and cannot be assigned to any one else.
4. One day necessary for attendance at the funeral service of a person whose relationship to the teacher warrants such attendance.

C. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reason:

1. A maximum of five (5) days per school year for a death in the immediate family.
2. Absence when a teacher is called for jury service. The teacher shall receive the difference between his regular salary and salary received for this service.
3. Court appearance as a witness in any case connected with the teacher's employment or the school or whenever teacher is subpoenaed to attend any proceeding. The teacher shall receive the difference between his regular salary and salary received for this service.
4. Approved visitation at other schools or for attending approved educational conferences or conventions.

5. Time necessary to take the selective service physical examination.

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

1. Study related to the teacher's license field.
2. Study to meet eligibility requirements for a license other than that held by the teacher.
3. Study, research or special teaching assignment involving probable advantage to the school system.

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

E. A teacher absent from work because of mumps, scarlet fever, measles or chicken pox shall suffer no diminuation of compensation and shall not be charged with sick leave.

F. A maternity leave shall be granted without pay, commencing not later than the end of the sixth month of pregnancy, except that when this date falls within one school month of the end of the semester the teacher may be permitted to complete the semester. The teacher shall be entitled to return from such leave at any time within five years if a position is open for which the teacher is qualified.

G. Leave of absence will be granted of up to two (2) years to any teacher who joins the Peace Corps as a full-time participant in such program. Any period so served shall be treated as time taught for purposes of the salary schedule set forth in Appendix A of this Agreement.

H. Pursuant to Section 572 of the School Code of 1955, teachers who have been employed for seven years may be granted a sabbatical leave for one year. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board and shall be paid his full annual salary rate.

A teacher, upon return from a sabbatical leave, shall be restored to his former position or to a position of like nature, seniority and status. Any period spent on sabbatical leave shall be treated as teaching service for purpose of applying the salary schedule set forth in Schedule A of this Agreement.

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

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

ARTICLE XI

Teacher Evaluation

A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.

B. Each teacher shall have the right upon request to review the contents of his own personnel file. A representative of the Association may be requested to accompany the teacher in such review.

C. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance or violation of professional ethics asserted by the Board of any agent or representative thereof shall be subject to the grievance procedure - Article 15 hereinafter set forth.

ARTICLE XII

Protection of Teachers

A. Since the teacher's authority and effectiveness in his classroom for which he is basically responsible is undermined if students discover that there is insufficient administrative back and support of the teacher, 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. The Board further recognizes that the teacher may not fairly be expected

to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counsellors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

B. Any case of assault upon a teacher shall be promptly reported to the Board through the superintendent. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities. (The Board will reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises.)

C. If the Board is convinced after investigation that the teacher was legally justified in his actions, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense.

D. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

E. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention in written form signed by the person making complaint.

F. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty for any damage or loss to person or property.

ARTICLE XIII

Tenure Procedures

I. Employment Under Tenure

Policy: A teacher shall remain on continuing tenure following a successful probationary period.

Procedure:

- A. All teachers during the first two years of employment shall be on probation except:
1. A tenure teacher from another tenure district may be placed on continuing tenure after one year of successful probation.
 2. A probationer who has not received his provisional certificate by the end of the first year of employment shall be required to serve three years probation. (Three years (3) probation is recommended for the purpose of encouraging the individual to complete the requirements for a provisional certificate within the required time.) This decision shall be subject to review by the Board of Education.
 3. A probationer who moves from one building to another or from one department to another at his request during the probationary period may be required to serve three years probation, except when the change is a solution to an administrative problem.
 4. The probationer who may be required to serve a third year of probation by the Board of Education upon notice to the State Tenure Commission.
- B. A tenure teacher shall remain on continuing tenure:
1. Until his 65th birthday, if before the date of the beginning of the school year. If his 65th birthday occurs during the school year, he shall retire at the end of that school year.
 2. Or until he retires voluntarily.
 3. Or he resigns voluntarily.
 4. Or until he is dismissed through proper tenure procedure as prescribed by the State Tenure Act.

II. Administration of Tenure

Policy: The Board of Education and the Breitung Township Education Association shall negotiate all policies and procedures.

The Superintendent of Schools, the Assistant Superintendent in charge of Instruction, the Principals, and the Director of Vocational Education are responsible for the administration and supervision of tenure.

The District Tenure committee, the Building Tenure committee, and the helping teachers act in an advisory capacity.

Procedure:

A. Responsibilities of Principal in Tenure

1. Shall explain Tenure program to all new probationers: explain the evaluation sheet and interpret the importance placed on the various items listed; review the Tenure program with the building committee and helping teachers soon after school begins.
2. Shall assign a helping teacher to the probationer when the probationer's employment begins. A new helping teacher shall be appointed for the probationer upon the request of the probationer, the helping teacher, or the principal.
3. Shall supervise the election of the Building Tenure Committee members during the first week of school in the fall. Shall present a list of Tenure teachers from which nominations shall be made. Shall use parliamentary procedure, secret ballot and elect by a simple majority of the tenure teachers in the building.
4. Shall schedule at least two probationer-principal conferences; one before November 15th and a second before February 15th.
5. Shall observe and visit the probationer prior to each conference held.
6. Shall evaluate the work of the probationer and make advisory recommendations regarding Tenure status to the Superintendent on or before February 15th.
7. Shall help tenure teachers to maintain the high standards expected of those on tenure.

B. Responsibilities of Helping Teachers:

1. The role of the helping teacher is supportive--not supervisory. He stands in the position of a friendly counselor and helpful personal advisor.
2. The helping teacher must be a tenure teacher if possible, preferably in the same building or department.
3. Shall make the probationer familiar with the traditions, routine procedures and policies of the school system in general and of his own building. He shall answer such questions as may be presented.
4. Shall help in the personal adjustment of the probationer in his relationship with the adult personnel in his building and in the school and community life.
5. Shall offer constructive suggestions to encourage the probationer--at the same time establishing helpful, friendly relations between the two.

6. The helping teacher shall be selected by the principal prior to the beginning of the school year.
 7. Shall ask the principal to make a change in the event the probationer-helping teacher relationship proves unsatisfactory.
- C. Responsibilities of Probationer:
1. Shall ask for help from his helping teacher since it is difficult for the most understanding and willing helping teacher to know what help is needed unless he is consulted.
 2. Shall familiarize himself with the Curriculum Guide, the Personnel Policies and the Teacher's Handbook; and with the traditions and policies of the school system in general and of his building.
 3. Shall ask principal to make a change in the event the probationer-helping teacher relationship proves unsatisfactory.

III. Organization of Committee

A. District Tenure Committee

Policy: There shall be a District Tenure Committee consisting of the six building chairmen, one principal (to be elected by the principals), an extra member from the Junior High School building committee and an extra member from the Senior High School building committee.

Procedure:

1. Responsibilities of District Tenure Committee
 - a. Shall elect a chairman and a secretary at a meeting to be held on or before the end of the second week of school. Term of office for each will be one year with duties to be assumed immediately.
 - b. Shall consider matters of Tenure policy.
 - c. Shall continually study the current Tenure policies and recommend revisions where and when needed.
 - d. The District Tenure committee shall arrange a meeting with any tenure teacher who requests in writing to appear before this group.
 - e. The opinions of this group shall be strictly advisory.
 - f. A written report expressing the opinions of the District committee concerning the matter presented by the tenure teacher shall be given to: the Superintendent who shall present it to the Board of Education, the Principal of the building involved, the Director of Vocational Education if in Vocational Education, and the tenure teacher.
 - (1) All reports of the District Tenure committee regarding the status of teachers shall be considered advisory. Such reports are to contain reasons for said opinion.

(2) No copies of such reports shall be kept by the District Tenure secretary.

2. Responsibilities of the District Committee Chairman
 - a. Shall conduct proceedings of the District Tenure committee.
 - b. Shall be responsible for fulfillment of all steps outlined.
 - c. Shall receive all problems that are to be considered by the District Tenure committee.
 - d. Shall arrange a meeting time for the District Tenure committee and call a meeting at any time that the need arises.
 - e. The first meeting shall be called on or before September 21st by the chairman of the preceding year.
3. Responsibilities of the District Committee Secretary
 - a. Shall write the minutes of each meeting and furnish each member of the District Tenure committee with a copy.
 - b. Shall send written notice of meetings to committee members prior to meetings.

B. Building Tenure Committee

Policy: The building committee membership shall be as follows:

Each Elementary Building	3 members
Junior High School	3 members
Senior High School	3 members

Procedure:

1. Election of Building Committee Members
 - a. Only tenure teachers shall vote for members of the building tenure committee. The principal shall present a list of tenure teachers to the staff the first week of school. He shall present a list of tenure teachers from which nominations shall be made. He shall supervise the election, using parliamentary procedure, secret ballot and elect using parliamentary procedure, a secret ballot and elect by a simple majority of tenure teachers in the building.
 - b. No person shall serve more than 2 consecutive 3-year terms on a building tenure committee.
 - c. In the event a vacancy occurs during the year, it shall be filled by an election of tenure teachers as outlined above, within 2 weeks after the vacancy is official. The person elected at this time to complete the expired term.

- d. Each building operating for the first time under the tenure policy shall form a tenure committee consisting of 3 members elected as follows:
 - (1) One 3 member committee:
 - 1 member for 3 years
 - 1 member for 2 years
 - 1 member for 1 year
 - (2) Thereafter each member of the building tenure committee shall be elected for a term of 3 years.

2. Responsibilities of Building Tenure Committee

- a. The building tenure committee shall elect annually a chairman and a secretary at the first meeting during the first week of school. They shall hold office from the date of election to the date of the next election for their respective positions. They shall assume responsibility for office immediately upon being elected.
- b. The building tenure committee shall arrange a meeting with any tenure teacher in the building who requests in writing to appear before this group. The opinions of this group shall be strictly advisory. At the request of the tenure teacher, the findings of this group may be reported to the Principal of the building, the Superintendent of Schools, and/or the District Tenure Committee.
- c. The building tenure committee may meet with the probationer with his consent, or at the request of the probationer. Reports of such meetings shall be sent to the Superintendent of Schools, the building Principal and the probationer.
- d. The building tenure committee meeting shall be public or private at the option of the teacher affected.

3. Responsibilities of the Building Tenure Committee Chairman

- a. The term of office for the chairman will be one year.
- b. The chairman shall serve no more than two successive years.
- c. Shall call and preside at building tenure committee meetings.
- d. Shall represent his building at all District Tenure meetings and report proceedings to the building. In his absence his chosen delegate from the building committee shall attend.
- e. In the buildings that have extra delegates to the District Tenure committee, the building chairman shall appoint such delegates from the building committee to serve for 1 year.

4. Responsibilities of the Building Tenure Committee Secretary
 - a. The secretary shall write the minutes of each meeting.
 - b. When requested, shall forward copies of reports to the Superintendent of Schools, the building Principal, the president of the Association, the District Tenure committee, and the teacher concerned. No copies of reports on meetings requested by tenure or probationary teachers shall be kept by the building secretary.

IV. Saving Clause

Any portion of the local tenure policy invalidated by the Michigan State Tenure Law shall not invalidate other parts of the policy written within the framework of the law.

ARTICLE XIV

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. In the event the salary schedule is reopened for negotiation, by either party, as provided in Article II of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least 90 days 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 or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification 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.

ARTICLE XV

Grievance Procedures

A. Definitions

- (1) A "grievance" is a claim based upon an event or condition which affects conditions or circumstances related to school operation.
- (2) The "aggrieved person" is the person or persons making the claim.
- (3) The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this contract.
- (4) A "party of interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
- (5) The term "days" shall mean calendar days.

B. Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration or proceeding independently as described in Section E of these procedures.

C. Structure

- (1) There shall be one or more tenure Association Representatives (Building Representatives) for each school building to be selected in a manner determined by the Association.
- (2) The Association shall establish a Professional Rights and Responsibilities Committee, which shall be broadly representative and which shall serve as the Association grievance committee. In the event that any Association Representative or any member of the PR & R Committee is a party in interest to any grievance, he shall disqualify himself and a substitute shall be named by the Association.

- (3) The building principal may be administrative representative when the particular grievance arises in that building.
- (4) The Board may designate the superintendent or some other party as its representative when the grievance arises in more than one school building.

D. Procedure

The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent.

If the grievance is filed on or after June 1st, the time limits shall be reduced in order to affect a solution prior to the end of the school year or as soon thereafter as it is practicable.

(1) Level One

A teacher with a grievance shall discuss it with his immediate supervisor or principal: individually, together with his Association Representative or through the Association Representative.

(2) Level Two

(a) In the event the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance, he may file the grievance in writing with the Association's PR & R Committee. The Association Representative will assist in writing the grievance.

(b) Within five (5) days of receipt of the grievance the PR & R Committee shall decide whether or not there is a legitimate grievance. If the committee decides that no grievance exists and so notified the claimant, the teacher may continue to process his claim without Association support. If the committee decides there is a legitimate grievance, it shall immediately process the claim with the superintendent of schools. Within ten (10) days from receipt of the grievance by the superintendent he shall render a decision as to the solution.

(3) Level Three

In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) days from date of receipt of grievance by the superintendent, he may refer the grievance through the PR & R Committee, to the Board of Education's Review Committee. This committee shall be composed of members of the Board of Education and any other persons designated by the Board. Within ten (10) days from receipt of the written referral by the Board, its Review Committee shall meet with the Association's PR & R Committee chairman and the Association's Negotiating Team for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision shall be rendered within ten (10) days.

(4) Level Four

In the event the grievance is not satisfactorily resolved at Level Three, or if no decision is reached within the ten (10) day period, the grievance may immediately be transmitted to the State Labor Mediation Board.

E. Rights to Representation

Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person. Provided, however, that any teacher may in no event be represented by an officer, agent, or other representative of any organization other than the Association. Provided further, when a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance processing if the teacher so requests.

F. Miscellaneous

- (1) A grievance may be withdrawn at any level without prejudice or record. However, if in the judgment of the Association Representative or the PR & R Committee, the grievance affects a group of teachers, the PR & R Committee may process the grievance at the appropriate level.
- (2) The grievance discussed and the decision rendered at Level One be placed in writing upon request of either party. Decisions rendered at all other levels shall be in writing and shall promptly be transmitted to all parties of interest.
- (3) No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
- (4) All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
- (5) Forms for filing and processing grievances shall be designed by the superintendent and the PR & R Committee, shall be prepared by the superintendent, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
- (6) Access shall be made available to all parties, places, and records for all information necessary to the determination and processing of the grievance.

ARTICLE XVI

Professional Study Committee

The Breitung Township Association shall be available to study and review any problem of mutual concern which may arise.

ARTICLE XVII

Miscellaneous Provisions

A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:00 a.m. to report unavailability for work. Once a teacher has

reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

B. No polygraph or lie detector device shall be used in any investigation of any teacher or pupil by the Board of Education or administration.

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.

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 part of the established policies of the Board. The policies, rules, regulations of the Board of Education which are not inconsistent with this contract shall remain in effect.

F. Copies of this Agreement shall be mimeographed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

G. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

H. This Agreement shall not be effective until approved as to form by counsel for the Michigan Education Association, whose approval shall be noted thereon. Such approval shall in no way constitute the Michigan Education Association or its counsel a party to this Agreement, which shall be exclusively between the Board and Association named in the first paragraph of this Agreement.

ARTICLE XVIII

Duration of Agreement

This Agreement shall be effective as of _____ and shall continue in effect for one (1) year until the _____ day of _____, 19 ____ . This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BREITUNG TOWNSHIP BOARD OF EDUCATION

By _____
President

By _____
Secretary

BREITUNG TOWNSHIP EDUCATION ASSOCIATION

By _____
President, Negotiator

By _____
President Elect, Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Approved as to
form by Michigan
Education Association

Counsel

Schedule A

I. The following shall be the schedule of basic teacher salaries.

Based upon a true index of 3.9

YEAR	BA	BA + 15	MA	MA + 15
1	5200		5800	
2	5403		6026	
3	5614		6261	
4	5833	6170	6505	6842
5	6060	6411	6759	7109
6	6296	6661	7023	7386
7	6542	6921	7297	7674
8	6797	7191	7582	7973
9	7062	7471	7878	8284

1. Monies received from unmarked federal aid funds or basic pupil state aid in excess of \$32,000 above Governor Romney's state aid proposal as shown in the budget will be divided in such a manner that teachers shall receive 65% of those additional monies to be added to the salary schedule or received in additional benefits as decided by the teachers. State aid allotments will be based on the 1965-66 student membership.
2. Recognizing the overload of some Junior High teachers, the normal load for Junior High teachers during the 1966-67 school year shall consist of five classes and one study hall. Teachers who have in excess of 150 students in classroom exclusive of study hall and physical education, shall be reimbursed at the rate of \$10.00/child beyond the 150 student limit. This count shall be taken as of the official state aid count date.

3. Also recognizing the overload of some elementary teachers, a study is being conducted at present to distribute children to equalize class loads. If class load problems cannot be alleviated, elementary teachers shall be reimbursed at the rate of \$20.00/child for all children over 30 in his classroom. The count shall be taken as of the official state aid count date.

PRINCIPLES OF THE SALARY SCHEDULE

1. All levels of educational attainment shall be recognized and must grow according to the cost of living plus an increment which shall be negotiated.
2. The salary schedule shall be true index based on an established base for each category.
3. The same percentage shall be used for each step in each category; and there will be the same number of steps for each category.
4. There shall be as substantial (\$300.00 or more) difference between the bases of each category.
5. The salary schedule reflects monies received for teaching. Any extra compensation over and beyond the salary schedule shall be scrutinized by the negotiation committee before being approved for payment.
6. The salary of a regular teacher shall be that which is specified in the salary schedule for teachers. This schedule is subject to yearly review.
7. Additional salary for teachers who are performing duties which require special training and skills and are in addition to regular teaching duties, shall be specified in an additional salary schedule. (Schedule B - Extra Curricular Schedule)
8. A teacher shall be credited with one year of teaching in the Breitung Township Schools whenever he has taught for at least 75% of the school days for that year.
9. A maximum of five (5) years on the salary schedule shall be granted for teaching in schools other than the Breitung Township Schools.

10. A maximum of five (5) years of active service in the armed forces shall be considered equivalent to five (5) years of teaching in the Breitung Township Schools for salary purposes. In no instance shall the combined credit for teaching outside the Breitung Township Schools and service in the armed forces exceed five (5) years.
11. Academic credit received by the teacher for the purpose of changing classification on the salary schedule must be toward a higher degree or credit in the field in which he is teaching or related area. A committee composed of 2 teachers, one administrator, and two board members shall judge credits and recommend to the superintendent changes of classification for salary purposes. The superintendent will then recommend to the Board of Education these changes. Credits for change of classification submitted by a grade school teacher shall be judged by a committee of two (2) grade school teachers, one grade school principal or supervisor, and two board members. Credits for a change of classification submitted by a Junior High school teacher shall be judged by two Junior High teachers, one Junior High principal or supervisor and two board members. Teachers serving on this committee will be selected by the teachers of each group during the first week of school each year and continue to serve until a successor is selected.
12. Teachers will be paid in a manner to conform to one of two options.

Option I: One twenty-fourth of the annual salary, less deductions, on the 15th day and the last day of each month to and including the pay period following the end of the school year at which time the withheld balance, for the remainder of the year, will be paid with the last check.

Option II: One 19th of the annual salary, less deductions, in 19 payments as outlined under Option I.

Teachers may elect either plan but may not change from one to the other during the school year.

SCHEDULE B

EXTRA CURRICULAR ACTIVITIES SCHEDULE

Dean of Girls, High School	\$300.00
Dean of Girls, Junior High School	300.00
Future Business Leaders	100.00
Future Homemakers of America	100.00
Student Council, High School	150.00
Student Council, Junior High School	150.00
Future Teachers of America	100.00
Cheerleaders	100.00
Pep Club	100.00
Photo Club	100.00
Hi Y	100.00
Ski Team	100.00
Future Nurses of America	100.00
Tri Hi Y	100.00
Junior Class Advisor	150.00
Senior Class Advisor	150.00
Annual	250.00
Debate	150.00
Forensics	100.00
Per Play	125.00
Science Club	100.00
Activities Fund	500.00
Flivver Flash	150.00
Golf	100.00
Track Coach	250.00
Assistant Track Coach	100.00

Music:

Senior High Music Programs	\$ 550.00
Music - six weeks in summer	1,062.63
Junior High - Strings	450.00
After School String	87.50
Special Programs - music	200.00

Athletics:

Tennis	100.00
Varsity Teams-Football	
Pre-season Football	300.00
Head Coach Football	500.00
Line Coach, Football	350.00
Junior Varsity-Football	
Pre-Season	270.00
Assistant Coach	300.00
Varsity Teams-Basketball	
Head Coach	550.00
Assistant Coach	300.00
Wrestling	250.00
Activity Director	300.00
Athletic Director	
Driver Training	3.50 per hour

An extra teaching assignment replacing a teacher's preparation period shall be compensated at the rate of \$630.00 per year. Study halls or class assignments shall be granted by seniority when possible.

Compensation to teachers for working at any athletic event shall be \$3.00 per hour.