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OFFICE OF
PROFESSIONAL NEGOTIATIONS

MASTER AGREEMENT
BOARD OF EDUCATION - BREITUNG TOWNSHIP SCHOOLS
and
BREITUNG TOWNSHIP EDUCATION ASSOCIATION
July 29, 1968 - June 30, 1969

This Agreement entered into this _____ day of _____ 1968,
by and between the School District of Breitung Township, the City of Kingsford,
Michigan, hereinafter called the "Board", and the Breitung Township Education
Association, hereinafter called the "Association".

WITNESSETH:

WHEREAS, the Board and the Association recognise 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 members of the teaching profession are particularly
qualified to assist in formulating policies and programs designed to improve
education al standards, and

WHEREAS, the Board has a statutory obligation, pursuant to the Public
Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to
bargaom wotj tje Association as the representative of its teaching personnel
with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understanding which they
desire to confirm in this Agreement,

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

Mea
1216 Kendale
E. Lans., MI
48823

Breitung
E. Assoc.

ARTICLE IV

Professional Responsibility

A. Membership in the Association shall be open to all teachers regardless of race, creed, sex, marital status or national origin.

B. It is recognized that the proper negotiation and administration of collective bargaining agreements entail expense which is appropriately shared by all teachers who are beneficiaries of such agreements. To this end, in the event a teacher shall not join the Association and execute an authorization for dues deduction, such teacher shall, as a condition of continued employment by the Board, execute an authorization for the deduction of a sum equivalent to the dues and assessments of the Association, which sum shall be forwarded either (1) to the Association, or (2) to such religion, educational, or charitable organization as shall be designated by the teacher. In the event that such an authorization is not signed for a period of thirty days following the commencement of employment of the teacher, the Board agrees that in order to effectuate the purposes of the Public Employment Relations Act and this Agreement, the services of such teacher shall be discontinued as of the end of the current school year. Such teacher or teachers shall be notified of the termination of their services immediately upon the expiration of the thirty day period heretofore mentioned. However, if at the end of the school year the teacher or teachers receiving the termination notice shall then be engaged in pursuing any legal remedies contesting the discharge under this provision before the Michigan Tenure Commission or a court of competent jurisdiction, such teacher's services shall not be terminated until such time as such teacher or teachers have either obtained a final decision as to the validity or legality of said discharge, or said teacher or teachers have ceased to pursue the legal remedies available to them by not

making a timely appeal of any decision rendered in said matter by the Michigan Tenure Commission or a court of competent jurisdiction.

C. If this provision of the Agreement shall be challenged or contested before the Michigan Tenure Commission or in the courts, or in any other way, formally or informally, the Association shall fully reimburse the Board for all expense, legal or otherwise, incurred by the Board in connection with such challenge, proceedings or litigation.

D. Teachers shall between September 1 and September 25 sign and deliver to the Board an assignment authorizing deductions stated in Paragraph B. Such authorization will remain in effect unless subsequent to August 1 and prior to September 25th of any year such authorization is formally revoked by the teacher in writing and copies thereof are delivered to the Association and the Board.

E. Authorized deductions shall be made from each regular pay check until assessment by the Association or contribution to charity of teacher's choice is fully paid and the Board agrees promptly to remit to the Association or to such religious, educational, or charitable organization designated by the teacher all monies so deducted, accompanied by a list of teachers from whom deductions have been made.

ARTICLE V

Teaching Hours and Class Load

A. The teacher's normal teaching hours in the Breitung Township 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 normal weekly teaching load in the senior high school will be twenty-five (25) teaching periods and five (5) unassigned preparation periods or not to exceed five (5) hours of pupil contact per day. Assignment to a supervised study period shall be considered a teaching period for purposes of this Article. The normal weekly teaching load in the elementary schools will be thirty (30) teaching periods or not to exceed six (6) hours of pupil contact per day.

C. All elementary teachers shall be entitled to a duty-free uninterrupted lunch period.

D. Teachers of music, art and the laboratory sciences, librarians, speech therapists, reading consultants, visiting teachers, counselors and all special education teachers shall be provided with relief and preparation time to the same extent as other teachers in the district.

E. No departure from these norms, except in case of emergency, shall be made without prior consultation with the Association. In the event of any disagreement between the representatives of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.

F. A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.

ARTICLE VI

Special Student Program

A. The parties recognize that children having special physical, mental and emotional problems may require specialized classroom experience and that their presence in regular classrooms may interfere with the normal

instructional program and place extraordinary and unfair demands upon the teacher. Special attention will be given to reducing class size where special students are placed in a regular classroom.

B. Forms for referral of suspected emotionally disturbed children shall be available to all teachers. Junior High and High School teachers shall obtain their forms from the guidance office; elementary teachers shall obtain the forms from their principal.

It will be the responsibility of the guidance personnel or elementary principal to arrange for psychological testing by an approved agency and to see that the suggested therapy is carried out. If recommended by the agency, the student shall be removed from class, according to the laws of the State of Michigan. The initial interview with the counselor and arrangements for approved psychological testing must be completed within a five (5) day period from the date of referral. The referring teacher shall be informed of all progress of such arrangements.

ARTICLE VII

Teaching Conditions

It is recognized by the Board of Education and the local Association that the pupil-teacher ratio is an important aspect of an effective program. Therefore, they agree that every effort will be made to keep class size at an acceptable number as dictated by the financial condition of the district, the building facilities available, and the best interest of the district as deemed administratively feasible.

A. The normal load for Junior High teachers shall be five (5) classes and one study hall. Teachers who have in excess of 160 students in classrooms, exclusive of study hall and physical education, shall be reimbursed at the rate of \$5.00/child per semester beyond the 160 student limit. The

count shall be taken on the regular count date in September and again on the fourth Friday after the beginning of the second semester.

B. The Board also agrees to direct all administrators not to schedule combination grade classrooms without prior agreement between the Board and the Association.

C. 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 consider all joint decisions thereon made by its representative and the Association. The Board agrees at all times to keep the schools reasonably equipped and maintained.

D. The Board agrees to make available in each school adequate typing, duplicating, stencil and mimeograph facilities and clerical personnel to aid teachers in the preparation of instructional material.

E. The Board shall provide:

1. A separate desk for each teacher in the district with lockable drawer space shall be purchased as soon as possible.
2. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
3. A Dictionary in every classroom shall be provided if requested.
4. Adequate storage space in each classroom for instructional materials.

C. Full-time or emergency substitute teachers serving in a regular position will be hired under the provisions of the State Board of Education special 90-day certificate only in cases of absolute necessity and then only by agreement between designated representatives of the Association and the Board of Education.

D. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned except temporally and for good cause, outside the scope of their teaching certificates or their major or minor field of study and the Association shall be so notified in each instance.

E. All teachers shall be given written notice of their schedules for the forthcoming year no later than July 15. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teachers' schedules be made later than the 15th day of August preceding the commencement of the school year, unless an emergency situation requires same.

F. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Schedules B, and summer school courses, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to teachers regularly employed in the district.

ARTICLE IX

Vacations 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, except, in case of emergency on a temporary basis, until such vacancy shall have been posted for at least fifteen (15) days. A copy of all posted vacancies shall be sent to the President of the Association.

to one year and the leave may be renewed each year upon written request by the teacher if the request is made prior to May 1st.

D. Any full time 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 one hundred (100) days.

E. A full time teacher absent from work because of mumps, scarlet fever, measles or chicken pox contracted during the school year shall suffer no diminution of compensation and shall not be charged with sick leave.

F. Sick leave may be used for 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. Sick leave may be used for 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.

G. Emergency leave of three 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).

ARTICLE XI

Personal Business

A. At the beginning of every school year, each teacher shall be credited with two (2) days to be used for the teacher's personal business. A personal business day may be used for any purpose at the discretion of the teacher. A teacher planning to use a personal leave day or days shall notify his principal at least one day in advance, except in cases of emergency. The teacher shall be asked to explain the reason for any personal leave requested for the first day of the deer hunting season or for a school day immediately before or after a holiday, weekend, or vacation period, and reasonable restrictions may be imposed on personal leaves on such days. A teacher shall be paid one-half salary at the end of the school year for any unused personal business days.

ARTICLE XVIII

Maintenance of Standards

A. All conditions of employment, as defined by Act 379, PA 1965, as agreed to herein, shall not be changed except by mutual agreement of the parties hereto.

B. 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.

ARTICLE XIX

Reductions in Personnel and
Annexations and Consolidations of Districts

A. To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined.

B. In the event this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated district.

C. Should substantial and unforeseen changes in student population or other conditions make necessary a general reduction in the number of teachers employed by the Board, the Board will retain, as nearly as possible, those teachers with permanent teaching certificates having the longest service in the district.

Option II: One nineteenth of the annual salary, less deductions on the fifteenth and last day of each month, the final payment to be on the pay period following the end of the school year.

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

H. The Salary Schedule is based upon the regular school calendar as set forth in Schedule A and the normal teaching load as defined in this Agreement.

I. Teachers involved in extra duty assignments set forth in Schedules B, 1 and 2 which are attached to and incorporated in this Agreement shall be compensated in accordance with the provisions thereof. All teachers shall be compensated in accordance with the provisions of this article and the annexed Schedules without deviation.

J. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance of ten (10) cents per mile. The same allowance shall be given for use of personal cars for field trips or other business of the district. The Board shall provide property damage and liability insurance protection for teachers when their personal automobiles are used as provided in this section.

K. All teachers who were compensated at the BA+15 and MA+ 15 hour rate on the 1967-68 Salary schedule shall be compensated at the BA+16 and MA+ 16 hour rate for the 1968-69 school year and years following. All others must earn the proper amount of credit to obtain compensation at this rate.

L. Any teacher teaching an extra period shall be compensated at the rate of \$,000/extra period/year. Junior High teachers who are assigned a class instead of a study hall shall be compensated at the rate of \$500/year.

M. In the event of a teacher being called to active military duty other than training during the school year, the District will pay the difference between military pay and professional salary for a maximum of 20 school days.

ARTICLE XXIII

Special Teaching Assignments

A. Assignments for the Driver Education and Summer School programs will be made by the Board on the basis of preference to teachers possessing permanent teaching certificates regularly employed in the district during the normal school year. No teacher shall be required to work a split shift or to teach less than three (3) hours in any Summer School program.

B. 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.

C. Supervision by a teacher of a student teacher shall be voluntary and no teacher shall supervise more than one such student teacher simultaneously. A teacher supervising a student teacher shall be paid an amount equal to the amount paid to the Board by the University or College from which the student teacher will receive credit.

ARTICLE XXIV

Terminal Leave

In recognition of service to the school district, each teacher will be paid upon retirement \$25 per year for each year's service after ten (10) years of service. No teacher shall receive more than \$500.00.

ARTICLE XXXI

Duration of Agreement

This Agreement shall be effective as of July 29, 1968, and shall continue in effect until the 30th day of June 1969. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

BY _____
Its President

BY _____
Its President

BY _____
Its Secretary

BY _____
Its Secretary

BY _____
Chairman, Negotiating Committee

BY _____
Negotiating Committeeman

BY _____
Negotiating Committeeman

BY _____
Negotiating Committeeman

BY _____
Negotiating Committeeman

Dated this _____ day of

_____, 1968

- SCHEDULE A -

SCHOOL CALENDAR
1968-69

August	29	Principals meet with new teachers
September	3	School opens in the P. M.
October	3-4	(Thursday and Friday) MEA Convention
November	27	P. M. (Wednesday) Thanksgiving Vacation
December	2	School resumes
December	20	(Friday) Christmas Vacation begins at end of school day
December	25	(Wednesday) Christmas Day
January	1	(Wednesday) New Year's Day
January	6	(Monday) School resumes
April	3	(Thursday) Spring Vacation begins at end of school day
April	9	(Wednesday) School resumes
May	30	(Friday) Memorial Day - no school
June	1	(Sunday) Graduation
June	6	(Friday) Report for cards

<u>SCHOOL MONTHS</u>	<u>MEMBERSHIP</u>
September	20
October	21
November	19
December	15
January	20
February	20
March	21
April	19
May	21
June	4
	<hr/> 180

- SCHEDULE B-1 -

Salary Schedule

		4.7 5.7				4.8 5.8		
	BA	BA+16	BA+24	MA	MA+8	MA+16	MA+24	MA+32
0	6000	6300	6450	6600	6750	6900	7050	7200
1	6282	6596	6753	6917	7074	7231	7388	7546
2	6577	6906	7070	7249	7414	7578	7743	7908
3	6886	7231	7402	7597	7770	7942	8115	8288
4	7210	7571	7750	7962	8143	8323	8505	8686
5	7621	8003	8192	8424	8615	8806	8998	9190
6	8055	8459	8659	8913	9115	9317	9520	9723
7	8514	8941	9153	9430	9644	9857	10,072	10,287
8	9000	9451	9675	9977	10,203	10,429	10,656	10,884

SCHEDULE B-2

The compensation paid for the following activities shall be computed at the indicated percent of the current salary schedule base.

<u>ACTIVITY</u>	<u>AMOUNT</u>	<u>% of 5800</u>
Varsity Football		
Pre-season	\$ 305.00	5.26
Head Coach	700.00	12.07
Assistant Coach	525.00	9.05
Junior Varsity Football		
Pre-season	273.00	4.71
Coach	420.00	7.24
Varsity Basketball		
Head Coach	700.00	12.07
Assistant Coach	490.00	8.45
Junior High Basketball		
Grade 9	350.00	6.03
Grade 8	280.00	4.83
Grade 7	280.00	4.83
Tennis	150.00	2.59
Ski Team (Season Pass)	150.00	2.59
Golf	150.00	2.59
Track Coach	525.00	9.05
Assistant Track Coach	280.00	4.83
Wrestling	420.00	7.24

Teachers working athletic events shall receive three dollars (\$3.00) per hour or the same as custodians, whatever is greater.

Athletic Director (free hour)	\$ 700.00	12.07
Activity Director	310.00	5.34
Activities Fund	560.00	9.66
Dean of Girls, High School (two free hours)	400.00	6.90
Dean of Girls, Junior High School (one free hour)	400.00	6.90
Awards Programs, Senior High School	50.00	.86

SCHEDULE B-2 (continued)

<u>ACTIVITY</u>	<u>AMOUNT</u>	<u>% of 5800</u>
Future Business Leaders	\$ 150.00	2.59
Future Homemakers, Junior High	150.00	2.59
Future Homemakers, Senior High	150.00	2.59
Future Nurses	150.00	2.59
Future Teachers	150.00	2.59
Cheerleaders and Pep Club	150.00	2.59
Photo Club	150.00	2.59
Tri-Hi-Y	150.00	2.59
Junior Class Advisor	210.00	3.62
Senior Class Advisor	210.00	3.62
Student Council, Senior High	210.00	3.62
Student Council, Junior High	210.00	3.62
Debate	189.00	3.26
Forensics (if 12 or more students)	140.00	2.41
Per Play	250.00	4.31
Annual	308.00	5.31
Flivver Flash	308.00	5.31
Special Music Programs, Junior High	200.00	3.45
Special Music Programs, Senior High	550.00	9.48
Summer Strings (seven weeks)	700.00	12.07
Strings After School Practice	350.00	6.03
Summer Band	1,243.90	
GAA	175.00	3.02
School Camp \$25/week extra		
Hy-Y	150.00	2.59
Driver Training \$4.00/hour		
Summer Guidance, two weeks, 2/38 regular contract salary		

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