

1968-69

Britton

Macon
3
6/30/69

PROFESSIONAL EMPLOYMENT CONTRACT

This Contract entered into this _____ day of _____, A.D., 1968 between the Board of Education of the Britton-Macon Area Schools, herein after called the "Board", and the Britton-Macon Teachers' Club herein after called the "Teachers' Club".

The Parties hereto after deliberate negotiations pursuant to Act of Michigan Public Acts of 1965 mutually agree as follows:

ARTICLE I

RECOGNITION

A. Recognition: The Board recognizes the Teachers' Club as the sole and exclusive bargaining representative with respect to wages, hours, and working conditions for all elementary and secondary teachers who are certified including counselors, special education teachers, regularly employed part-time and substitute teachers, and visiting teachers and the Teachers' Club represents the probationary teacher in matters of wages, hours, and working conditions, but does not represent him in matters of discharge, reprimand, or transfer for other than Teachers' Club activities. Specifically excluded from the unit are the superintendent, principals, and assistant principals, part-time teachers, and substitutes not regularly employed.

ARTICLE II

BOARD RIGHTS AND POLICIES

A. Management Rights: The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees, as the activities pertain to school;
2. To hire all employees and subject to the provision of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote, and transfer all such employees.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules regulations, and practices in furtherance thereof, and the use of judgment

MEA
1216 Kendale
E. Lansing, MI
48823

RECEIVED
JAN 29 1969
OFFICE OF
GENERAL NEGOTIATIONS

Britton-Macon Board of Education

and discretion in connection therewith shall be limited only by the specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

B. The Board reserves the right to promulgate new policies or modify existing policies from time to time as the need arises, but not in conflict with the express provisions of this contract.

ARTICLE III

TEACHERS' RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher of the Board shall have the right freely to organize, join, and support the Teachers' Club for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection as authorized by law. 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 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 Constitution 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 Teachers' Club, his participation in any lawful activities of the Teachers' Club, or collective professional negotiations with the Board, or his institution of any grievance, complaint, or proceeding under this contract.
- B. The Board specifically recognizes the right of its teachers appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency.
- C. The Teachers' Club and its members shall have the right to use school building facilities at all reasonable hours for meetings by notifying the building principal or superintendent within a reasonable time.
- D. The Board agrees to furnish to the Teachers' Club 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 is public information and will assist the Teachers' Club in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, with the exception of the personnel files.
- E. It is agreed that any teacher, the Teachers' Club, or the Board shall have the right during the term of this Contract to bring matters not covered herein but of common concern to the attention of the Administrative Staff or to the Professional Study Committee of the Teachers' Club for its study and recommendation, it being understood that no such matters shall become the subject of negotiation except by mutual consent.

F. The Board and the Administration must refer all parental grievances to the proper channels before acting on any complaints concerning a teacher student problem.

1. The proper procedure shall be as follows:

a. Any parent, complaining to a board member or to the administration will immediately be referred to the teacher concerned whereby both the teacher and the parent may hold a conference if so desired.

b. If no satisfaction is derived by the parent in the teacher-parent conference, the parent will then confer with the administration. However, the Administration must first discuss the problem with the teacher so that the teacher's view is understood.

c. If no satisfaction is derived in step b, the parent will then be allowed to approach the Board with his problem. In doing so, the teacher may be present in order to explain his or her view. This step will require a written notice of the conference to the teacher. If the teacher chooses not to be in attendance at this meeting, the administration will present the teacher's view.

2. This provision shall be published in the Principal's newsletter.

ARTICLE IV

Working Hours and Conditions

A. School Day: Teachers are to arrive at school no later than twenty (20) minutes prior to the beginning of school and to leave at the end of the day not less than twenty (20) minutes after school is ended, except on Fridays and days preceeding vacation periods. The length of the school day shall be the same as the 1967-68 school year except if necessary to change to meet the standards of the U. of M. accreditation.

B. Teaching Loads and Assignments: The normal teaching load for Junior High and High School Teachers shall include one conference period, one assigned non-teaching period and not more than five classroom subjects, based on a seven period day. With the teachers agreement, an extra teaching period may be assigned in place of the non-teaching period with extra compensation. This compensation shall be 13% of the teacher's regular compensation.

1. Teachers who will be affected by a change in grade assignments in elementary school grades will be notified prior to July 1. If the elementary teacher is not notified prior to the above date she may assume that she will have the same grade assignment as she had the previous school year.

2. Teachers who will be affected by a change in subject assignments at the Junior and Senior High level will be notified and consulted as soon as practicable and not later than two weeks prior to the opening of school. All changes after this date will be on a voluntary basis.

C. School Calendar: The Board and the Teachers' Club agree upon the School Calendar as specified in Appendix II attached hereto subject to change at the discretion of the Board, should it be necessary to achieve a minimum of 180 attendance days as recognized by the State and three (3) in service training days as specified in the school calendar.

- D. Activity Periods: The Board agrees to employ a teacher or teachers, if in its sole discretion it finds it to be financially feasible, to supervise programs of Music and Physical Education in the elementary schools. Regular elementary teachers will be given "time-off" from their classroom supervision while these special activities are being conducted in their rooms.
- E. Playground Duty: Teachers hereby agree to supervise playgrounds during the morning and the afternoon recess periods only. Principals will design recess schedules of playground supervision so that the responsibilities will be as equitable as possible.
- F. Lunch Period: All teachers shall be entitled to a duty-free lunch period of fifteen (15) minutes. Elementary teachers shall have no playground or room supervision during the noon recess. It will be the responsibility of the Board to provide playground supervision for the noon recess.
- G. Holidays: Those legal holidays as recognized by the General School Laws of the State of Michigan shall be recognized in this Contract and school shall be closed on the appropriate days, designated therein.
- H. School Facilities, Bulletin Boards, Smoking: The Board shall make available in each school, restroom and lavatory facilities exclusively for teacher use; and a room which shall be provided for use as a faculty lounge in which smoking shall be permitted and containing a bulletin board for dissemination of material and information by the teachers.

ARTICLE V

Sick Leave-Personal Leave: Teachers shall be allowed ten (10) days sick leave per year and shall be entitled to an accumulation of the unused portion of each year's ten days sick leave accumulative to a maximum of sixty (60) days. Teacher's absent three (3) or more consecutive days because of illness may be requested to present a doctor's certificate to the superintendent. Teachers shall be allowed two days per year of Personal Leave upon written application to the Principal or Superintendent. Personal Leave days shall be deducted from Sick Leave. Applications for Personal Leave must be made at least five (5) days prior to the absence (except in an emergency) and must be approved by the Principal and the Superintendent. The Principal and Superintendent shall not be obligated to grant more than two (2) applications during any one day.

Borrowing in advance of accumulated days shall not be permitted except that a teacher shall be allowed to use ten (10) days of sick leave in the current school year from the first day of school. Should a teacher leave the employ of the Board during the school year without sufficient accumulation of sick days as herein above specified a pro rata deduction shall be made from his last pay check for any deficiency thereof.

Teachers shall be granted a maximum of five (5) days per year with pay for a death in the immediate family. These days shall not be deducted from the Teacher's Sick Leave Days. Immediate family shall be interpreted as: father, mother, husband, wife, and child.

Time necessary for attendance at the funeral service of a person other than the immediate family shall be granted solely at the discretion of the Superintendent or Principal. This time shall be deducted from the Teachers' Sick Leave Days.

ARTICLE VI

PROFESSIONAL GRIEVANCE PROCEDURE

- A. A claim by a teacher or the Teachers' Club that there has been a violation, misinterpretation or misapplication of any provision of this agreement, or any rule, order or regulation of the Board may be processed as a grievance as hereinafter provided.
- B. The grievance procedure shall not apply to Discharge or Demotion when the Tenure Act prescribes or denies a procedure or authorizes a remedy.
- c. Should a teacher feel that a violation is in evidence the steps or procedure are as follows:
 1. The Grievant may invoke the formal grievance procedure in writing, signed by the Grievant and a representative of the Teachers' Club. A copy of the written grievance shall be delivered to the Principal or his designee, within five (5) days of the alleged violation.
 2. Within five (5) school days the Principal or his Designee shall meet with the Teachers' Club grievance committee on the grievance and shall indicate his disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the Teachers' Club.
 3. If the Grievance Committee is not satisfied with the disposition of the grievance by the Principal or his Designee, within five (5) school days they shall submit the grievance in writing to the Superintendent.
 4. Within five (5) school days the Superintendent or his Designee shall meet with the Teachers' Club grievance committee on the grievance and shall indicate his disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the Teachers' Club.
 5. If the Grievance Committee is not satisfied with the disposition of the grievance by the Superintendent or his Designee, within five (5) school days, the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other Designee of the Board. The Board no later than its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made not later than three (3) days thereafter. A copy of such disposition shall be furnished to the Teachers' Club.

6. If the Teachers' Club is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the Teachers' Club grievance committee according to law, may file his grievance with the State Labor Mediation Board. Each party has the right to settle this in court if a satisfactory settlement cannot be reached through the Labor Mediation Board.
- D. Any adjustment made during the grievance procedure shall be consistent with the terms of this contract and at each step the teachers may have the designated Teachers' Club representative act in his stead if he so chooses. In no instance shall the Principal, Superintendent, or Board fail to notify the designated Teachers' Club representative in time for him to be present at the discussion and adjustment of said grievance if he so desires.
- E. Failure to institute a grievance or appeal a decision within the specified time limits shall be deemed an acceptance of the decision at that level. Should a grieving teacher accept the decision at any level or leave the employ of the Board, all further proceedings shall be barred.
- F. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him or her.

ARTICLE VII

TERM OF THE CONTRACT

- A. The term of the contract shall be effective as of July 1, 1968 and shall continue through June 30, 1969.
- B. Salary Schedule: The salary schedule attached hereto and marked Appendix I shall be in effect for the 1968-69 school year.
- C. It shall be considered a violation of this contract for the Board to employ a teacher at a salary higher or lower than that which is specifically stated for said teacher's level of experience, and/or preparation.

IN WITNESS WHEREOF THE PARTIES HAVE HEREUNTO SET THEIR HANDS AND SEALS

BRITTON-MACON TEACHERS' CLUB

BOARD OF EDUCATION OF BRITTON-MACON
AREA SCHOOLS

By _____

President

By _____

President

By _____

Secretary

APPENDIX I

SALARY SCHEDULE

<u>Year</u>	<u>BA</u>	<u>+ 15</u>	<u>MA</u>	<u>+ 15</u>
0	\$6,200	\$6,450	\$6,700	\$6,950
1	6,400	6,650	6,900	7,150
2	6,600	6,850	7,100	7,350
3	6,800	7,050	7,300	7,550
4	7,000	7,250	7,500	7,750
5	7,200	7,450	7,700	7,950
6	7,400	7,650	7,900	8,150
7	7,600	7,850	8,100	8,350
8	7,800	8,050	8,300	8,550
9	8,000	8,250	8,500	8,750
10	8,200	8,450	8,700	8,950

1. Increments will be \$200.00.
2. Non-degree teachers with 61-120 hours will freeze one increment below base. All others will freeze at base.
3. The allowance for previous teaching experience shall be \$200.00 per year not to exceed five years experience computed at the time of hiring.
4. Fifteen Dollars per credit hour earned beyond permanent certification. The fee will be payable in October and will not be permanently added to the teacher's salary.
5. Up to five years for military service at \$100.00 per year may be counted as approved experience provided the teaching career was interrupted for such service. This will not affect the teachers presently in the system.
6. Hospitalization Insurance up to \$10.00 per month.
7. Remuneration Upon Termination of Service: A Teacher who retires or leaves the system after serving at least five years in The Britton Macon School shall receive \$10.00 per day for all unused, accumulated sick days.

EXTRA SERVICESHEADASSISTANT

Football	\$620.00	\$372.00
Baseball	372.00	
Basketball	620.00	372.00
Track	186.00	
Junior High Basketball	150.00	
Driver Education	27.50	Per student
Vocational Office Practice	200.00	When given
G. A. C.	50.00	
Cheerleading	100.00	
Senior Play	100.00	
Junior Play	100.00	
Yearbook	50.00	
Band	500.00	
Athletic Director	620.00	(if a free period isn't allotted for this)
Home Economics	300.00	
Voc. Ag.	4/3 regular salary	
Senior Class Advisor	100.00	
Junior Class Advisor	75.00	
Sophomore Class Advisor	50.00	
Freshman Class Advisor	25.00	
Eighth Grade Class Advisor	25.00	

SCHOOL CALENDAR

1968-69

Tuesday	September 3	Teacher's Conference
Wednesday	September 4	School Starts $\frac{1}{2}$ day
Thursday	October 17	End of First Six Weeks (32)
Friday	October 18	Teachers' Institute (No School)
Wednesday	November 27	End of Second Six Weeks (28)
Thursday & Friday	November 28 & 29	Thanksgiving Vacation
Friday	December 20	School out at noon - Christmas Vacation
Thursday	January 2	School Reconvenes
Thursday & Friday	January 16 & 17	Semester Exam (27)
Monday	January 20	$\frac{1}{2}$ Day School - Mark Cards
Friday	February 28	End of Fourth Six Weeks (30)
Friday	April 4	School out at noon
	April 7-11	Easter Vacation
Monday	April 14	School Reconvenes
Friday	April 18	End of Fifth Six Weeks (30)
Friday	May 30	No School - Memorial Day
Sunday	June 1	Baccalaureate
Wednesday & Thursday	June 4 & 5	Final Exams (33)
Friday	June 6	No School - Complete Final Records
Friday	June 6	Commencement