

73-75

6-30-75

MASTER CONTRACT

BETWEEN

BRITTON MACON BOARD OF EDUCATION

AND

BRITTON MACON EDUCATION ASSOCIATION

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Britton - Macon Bd. of Educ.

*Britton - Macon Area School
Britton, Mich. 49229*

TABLE OF CONTENTS

	PAGE
ARTICLE I	
Recognition	1
ARTICLE II	
Board Rights and Policies	1
ARTICLE III	
Teachers Rights	2
ARTICLE IV	
Working Hours and Conditions.	4
ARTICLE V	
Teaching Conditions	6
ARTICLE VI	
Vacancies and Promotions.	7
ARTICLE VII	
Professional and Association Leaves	7
ARTICLE VIII	
Authorized Leave and Absences	9
ARTICLE IX	
Protection of Teachers.	10
ARTICLE X	
Lay-Off Procedure	10
ARTICLE XI	
Evaluation of Professional Personnel.	11
ARTICLE XII	
Parental Grievance Procedure.	12
APPENDIX I -- Salary Schedule.	17
-- Extra Services	18
APPENDIX II -- School Calendar	19
DURATION OF AGREEMENT.	20

PROFESSIONAL EMPLOYMENT CONTRACT

This contract entered into this 4 day of September, 1973 between the Board of Education of the Britton Macon Area Schools, hereinafter called the "Board", and the Britton Macon Education Association, hereinafter referred to as the "Association".

The parties hereto after deliberate negotiations pursuant to Act 379 of Michigan Public Acts of 1965 mutually agree as follows.

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965 for all certified teaching personnel whether under contract or on leave excluding the superintendent, assistant superintendents, directors of school and community relations, principals, assistant principals, business manager, and any other person engaged fifty percent of the time in the direct administration and supervision of professional personnel.

The term "teacher", when used hereinafter in the agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as defined above and references to male teachers shall include female teachers.

ARTICLE II

BOARD RIGHTS AND POLICIES

- A. Management Rights Clause: The Board on its own behalf and on behalf of the electors of the 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 not limiting the generality of the foregoing, the right:
1. To the executive management of and administrative control of the school system and its properties and facilities, and the Professional activities of its employees as the activities pertain to the school.
 2. To hire all employees and subject to the provisions 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.

3. To establish grades and courses of instruction, including special programs, and to provide for athletic recreational and social events for students, all as deemed necessary or advisable by the Board.
4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching Professional activities, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such 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 provision of this contract.

ARTICLE III

"TEACHERS" 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 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 employment 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 Association, his participation in any lawful activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint, or proceeding under this agreement.

- 1a
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or other applicable laws and regulation. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
 - C. The Association and its members shall have the right to use school facilities for meetings upon notifying the Principal of the building to be used as long as such meetings do not interfere with the regularly or previously scheduled school activities. Requests for evening or weekend use will be subject to the approval of the Superintendent of Schools when requested in writing in advance. The Association shall pay the total cost of all materials and supplies.
 - D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property after school hours. Contacts other than this must meet with the approval of the Administration.
 - E. The Association shall have the right to use school equipment upon approval of the Principal or Superintendent. It is understood that said equipment shall not be removed from the school.
 - F. The Association may use the teacher mail boxes for communication to teachers.
 - G. The Board agrees to furnish to the Association in response to reasonable requests 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 Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students.
 - H. The provisions of the Agreement shall be applied without regard to race, creed, religion, color, national origin, age*, sex, marital status, or outside school political activities. Membership in the Association shall not be denied to any teacher because of race, creed, sex, marital status or national origin.
 - I. The rights granted to the Association shall not be granted or extended to any competing labor organization during the life of this contract.
 - J. The Board shall place on the agenda of each regular meeting for consideration under "New Business" any matters being presented by the Association as long as these matters are presented to the Superintendent's Office 80 hours prior to said meeting. Position on the agenda will be determined by the Superintendent. An agenda will be available to the Association's President at the office.

* EXCEPTION SEE APPENDIX I ARTICLE SEVEN

- K. It is agreed that any teacher, the Teachers Association 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' Association for its study and recommendation, it being understood that no such matters shall become the subject of negotiation except by mutual consent.
- L. Each teacher shall have the right, upon request, to review contents of his own personal file. A representative of the Association may, at the teacher's request, be present at this review. Each teacher's personal file shall contain the following minimum items of information:
1. Annual TB report
 2. All teacher evaluation reports
 3. Copies of all annual contracts
 4. Transcript of academic records
 5. Social Security number

The contents of any teacher's file shall not be divulged to any unauthorized person. Privileged information such as confidential credentials, letters of reference from universities or colleges, individuals, or previous employers are specifically exempted from such review. The administrator shall remove such credentials and confidential reports from the file prior to a review of the file by the teacher.

- M. Teachers who have been found negligent in their duties as regards to the Michigan School Code, the Master Agreement, Local School Board Policies, or Administrative directives will be subject to reprimand. Four copies will be made of all reprimands with one copy placed in the teacher's personnel file, two copies given to the teacher, and one copy forwarded to the president of the Association. If the teacher wishes to respond to said reprimand he or she may do so on one of their two copies and shall return it to the person issuing the reprimand within forty-eight hours. Prior to filing the reprimand in the teacher's personnel file, the teacher may request a meeting with the Administrator at which time he may have a representative of the Association present.

ARTICLE IV

WORKING HOURS AND CONDITIONS

- A. Teachers shall arrive at school no later than twenty (20) minutes prior to the start of the regularly scheduled school day and shall not leave earlier than twenty (20) minutes after the close of the regularly scheduled school day. Teachers may leave school on Fridays and days preceding a holiday when classes have been dismissed and the buses have left.
- B. Teachers shall be at their teaching stations ten (10) minutes before the start of classes in the morning and remain at a designated station approved by the administration for ten (10) minutes at the conclusion of the school day.

- C. Teachers shall make themselves available for general staff meetings during the school year which will not last or extend beyond 4:15 p.m. Not more than one (1) of these meetings will be held per six week marking period without approval from the Association.
- D. The normal weekly teaching load for Junior High and Senior High Teachers shall include five preparation periods, five assigned non-teaching periods, and twenty five teaching periods. Without his consent, no teacher shall be assigned to more than thirty periods of pupil contacts per week. It is recommended whenever possible that inexperienced teachers be assigned to the lowest class size at their teaching level and be given no more than three preparations per semester. These assignments are based on a seven period day.
- E. All teachers shall be entitled to a duty-free uninterrupted lunch period equivalent to that received by their students.
- F. Based on a seven period day a teacher who shall teach more than the normal teaching load as set forth above shall receive additional compensation amounting to 1/7 of the teacher's base pay for five additional pupil contact periods per week.
- G. A teacher engaged during the school day at the request of the Board in negotiating or participating in a grievance negotiation shall be released from regular duties without loss of salary.
- H. Each teacher and the school administrators will act as true professionals while working for and representing the Britton Macon Area Schools. The Britton Macon Education Association will encourage attendance by all teachers at major school functions such as athletic events, PTO programs, programs of school and community interest, plays, open houses, or any other programs which will foster a good relationship within the community. Professional attendance clearly indicates to the public that teachers are interested in the promotion and execution of a good school program.
- I. Teachers shall not leave a class unattended, and shall be responsible for the supervision of students under their direction.
- J. 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.
- K. 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 when possible prior to July 1. In no event will changes in teacher's schedules be made later than the 15th day of August preceding the opening of the school year. All changes after this date will be on a voluntary basis.

- L. School Calendar: The Board and the Association 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.

ARTICLE V

The parties recognize 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 to teach and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

- A. Because the pupil-teacher ratio is an important aspect to an effective educational program, the parties agree that class size should be lowered whenever possible.

The Board agrees to consult regularly with the Association in regard to class size, but class size will be determined by the Administration.

- B. The Board recognizes that appropriate texts, library reference facilities, adequate maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests, questionnaires and similar materials are 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 representatives and the Association.

The Association and its teachers involved shall submit acceptable evidence to the Board annually that such materials have been properly and adequately used.

- C. The Board shall make available in each school, restroom and lavatory facilities exclusively for teacher use; and a room shall be provided for use as a faculty lounge in which smoking shall be permitted.

The faculty lounge is the only area in the school building in which teachers may smoke.

- D. The faculty lounge shall contain a bulletin board for the dissemination of material and information by teachers.

- E. All teachers shall file a lesson plan for the succeeding week in the school principal's office each Friday.

- F. The Board agrees to employ a teacher or teachers, if in it's 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.
- G. 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. Elementary teachers will be provided two duty-free relief periods each day not less than 15 minutes each in length. In addition, elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists.

ARTICLE VI

VACANCIES AND PROMOTIONS

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Whenever a vacancy arises the Superintendent shall publicize the same by giving written notice of such vacancy during the contracted school year to the Association. This written notice will be deposited in the Association president's mail box.
- B. No vacancy which occurs during the school year shall be filled except in case of an emergency on a temporary basis until such vacancy shall be posted for at least two (2) full school days.
- C. If a teacher desires to change his teaching position within the system as vacancies occur during the summer he shall place his request in the Superintendent's office in the form of a letter of application prior to the summer vacation.

ARTICLE VII

PROFESSIONAL AND ASSOCIATION LEAVES

- A. The Board agrees to reimburse all or part of the expenses (up to \$50) of teachers who request in writing to attend conferences, clinics, workshops, and seminars when such request is approved by the Principal and the Superintendent.

Requests to attend are to be made at least one (1) week in advance. The conference shall be limited by substitute and conference funds available and the number of requests received. It is expressly understood that this reimbursement shall in no way be construed to be a lease of a teacher's vehicle.

- B. Reimbursement of expenses of teachers attending conferences, clinics, workshops, and seminars pertaining to extra-curricular organizations are to be paid by the said organization. No reimbursement will be given by the Board of Education to school or non-school personnel unless authorization has been granted prior to said conference by the Principal or Superintendent. It is expressly understood that this reimbursement shall in no way be construed to be a lease of a teacher's vehicle.
- C. Any teacher called involuntarily for jury duty shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation. Said teacher shall report to their teaching station immediately following their release from this duty.
- D. A Britton Macon Education Association officer or his designated representative upon proper application to the Principal may be given a leave of absence without pay for the purpose of performing duties for the Association. No one leave shall be greater than four (4) consecutive school days in duration. Nor shall the Association use more than four (4) school days per year. The Association agrees to notify the Board no less than forty eight (48) hours in advance of taking such leave.
- E. Maternity Leave
1. Maternity leave shall be granted under this article without pay and shall be granted up to a maximum of one year renewable at the discretion of the board.
 2. For a teacher's maternity request to be approved, the teacher shall notify the board of her pregnancy four months prior to the expected date of birth. Their employment shall terminate two months before the date of birth unless this day falls within one month of the end of the semester.
 3. Upon granting of said leave by the Board of Education the teacher shall be entitled to return to the school system upon the expiration of said leave upon filing with the Superintendent a written statement by a physician of her proper health and providing said vacancy is not filled by a tenure teacher.
 4. A teacher shall make written application to the superintendent for reinstatement 60 days prior to the expiration of the maternity leave granted by the Board of Education.
 5. Failure to make application to return from maternity leave 60 days prior to the date specified said leave shall be conclusively deemed resignation.
 6. Should a teacher contracted for a year's teaching assignment terminate as a result of an expected birth, said teacher, if rehired as a substitute during her leave of absence, will be placed on the substitute teacher salary schedule.

ARTICLE VIII

AUTHORIZED LEAVE AND ABSENCES

- A. Sick 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 100 days. Teachers absent three (3) or more consecutive days because of illness may be requested to present a doctor's certificate to the Superintendent.

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.

- B. Personal Leave: Teachers shall be allowed two (2) days per year of Personal Leave upon written application to the Principal or Superintendent. Personal Leave days are non-accumulative and shall be deducted from the teacher's Sick Leave. Applications for Personal Leave must be made at least three (3) days prior to absence (except in an emergency) and must be approved by the Principal and Superintendent. Applications must state the purpose for the absence. The Principal and the Superintendent shall not be obligated to grant more than two (2) applications during any one day.

A teacher may not use a personal day prior to the beginning of a vacation nor on the first day at the conclusion of a vacation without obtaining approval from the Principal.

- C. Funerals: Teachers are allowed up to a maximum of five (5) days per year with pay for a death in the immediate family and this shall apply only if the death occurs within five days of a scheduled working day. 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 Teacher's Sick Leave Days.

ARTICLE IX

PROTECTION OF TEACHERS

- A. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board may provide legal counsel to advise the teacher of his rights and obligations with respect to such assault providing the teacher has complied with established Administrative and Board policies.
- B. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board may provide legal counsel and render all necessary assistance to the teacher in his defense.
- C. Time lost by a teacher in connection with any incident mentioned in this article may not be charged against the teacher if the teacher is found innocent of the charge.
- D. A teacher may exclude a pupil from class for the day when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases the teacher shall furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident in writing each time a student is excluded from the classroom.

ARTICLE X

Lay off Procedure

The Association and the Board realize that education, curriculum and staff to a large degree depend upon the economic facilities available to the board of education as provided by the public and the State of Michigan, and in accordance with this realization understand that in some instances it may be economically necessary to reduce the education program, curriculum and staff when funds are not available, hereby agree as follows:

- 1. It is hereby specifically recognized that it is the sole prerogative of the Board of Education to reduce the educational program and curriculum when economic necessity dictates. The Board of Education will determine which areas in the total educational program will be eliminated or curtailed.
- 2. When the educational program and curriculum are curtailed the following procedure will be used in order to promote an orderly reduction in personnel:

- A. If a position held by a seniority teacher is curtailed or eliminated, and if said seniority teacher is certified and qualified to fill a position held by a probationary teacher, that probationary teacher shall be laid off and his position given to the seniority teacher.
- B. In the event that seniority teachers must be laid off, lay off will be made on the basis of seniority established in grades K-6 or of subject matter in grades 7-12 provided that the teacher is certified and qualified to fill the position.
- C. Seniority teachers shall be recalled for new positions opening for which they are certified and qualified in inverse order of lay off.

ARTICLE XI

EVALUATION OF PROFESSIONAL PERSONNEL

Recognizing that evaluations of the employment activities of professional personnel, both probationary and tenured, are important and necessary for the improvement of teaching and for sustaining high-quality teacher performances, the following procedures are agreed to:

1. Probationary teachers are to be evaluated at least three (3) times each school year.
2. Tenured teachers are to be evaluated at least one (1) time each school year.
3. Evaluations will be conducted by the superintendent or his designee or the building principal.
4. Evaluations will include a personal interview (a conference), preferably within 10 days of a visitation, at which time two copies of the written evaluation shall be submitted to the teacher.
5. The evaluation shall include, but is not limited to, teaching activities which were observed with recommendations for the improvement of those which are unsatisfactory.
6. Each evaluation shall include the statement, "I have read this evaluation", and shall be signed by the teacher, one copy to be returned to the administrator.
7. Space will be reserved on the written evaluation for a teacher's comments pertaining to that evaluation.

ARTICLE XII

PARENTAL GRIEVANCE PROCEDURE

- A. The Board and the Administration must refer all parental grievances to the proper channels before acting on any complaints concerning a teacher.
 1. The recommended 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. If such parental complaint is to be made a part of the teacher's personnel file or a matter of written record, the teacher may submit a written statement to be attached to and filed with the original complaint.
 3. This provision shall be published in the Principal's Newsletter.

ARTICLE XIII

PROFESSIONAL GRIEVANCE PROCEDURE

- A. A claim by a teacher of the Association 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 following matters shall not be a basis of any grievance filed under the procedure outlined in this Article:
 - 1. The termination of services or failure to re-employ any probationary teacher.
 - 2. The placing of non-tenure teacher on a third year of probation.
 - 3. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
 - 4. Any matter involving teacher evaluation.
- C. The grievance procedure shall not apply to Discharge or Demotion when the Tenure Act prescribes or denies a procedure or authorizes a remedy.
- D. 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 Association. 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 Association 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 Association.
 - 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 Association 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 Association.

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 (2) 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 Association.

6. Individual teachers shall not have the right to process a grievance at this level. If the Association is not satisfied with the disposition of the grievance at level Three, it may, within ten (10) days after the decision of the Board, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules except each party shall have the right to peremptorily strike not more than three from the list of arbitrators.

Neither party may raise a new defense or ground at this level not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a prehearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.

The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association; subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.

Powers of the arbitrator are subject to the following limitations:

- a. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.

- b. He shall have no power to establish salary scales or to change any salary.

- c. He shall have no power to change any practice, policy or rule of the Board nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.

- d. He shall have no power to decide any question which under this agreement, is within the responsibility of the management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this agreement.
- e. He shall have no power to interpret state or federal law.
- f. He shall not hear any grievance previously barred from the scope of the grievance procedure.

After a case on which the arbitrator is powered to rule hereunder has been referred to him, it may not be withdrawn by either party except by mutual consent.

If either party disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall have no jurisdiction to act until the matter has been determined by a court of competent jurisdiction. In the event that a case is appealed to the arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.

The cost of arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.

Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.

The Association shall have no right to initiate a grievance involving the right of a teacher or group of teachers without his or their express approval in writing thereon.

All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating association representative are to be at their assigned duty stations.

Where no wage loss has been caused by the action of the board complained of, the board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.

Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.

APPENDIX I

PROPOSED SALARY SCHEDULE 1973-1974

<u>YEAR</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>
0	8050	8300	8550	8800
1	8350	8600	8850	9100
2	8650	8900	9150	9400
3	8950	9200	9450	9700
4	9250	9500	9750	10000
5	9550	9800	10050	10300
6	9850	10100	10350	10600
7	10150	10400	10650	10900
8	10450	10700	10950	11200
9	10750	11000	11250	11500
10	11050	11300	11550	11800
14	11350	11600	11850	12100

1. Increments will be \$300.00.
2. Full credit shall be granted for previous teaching experience earned in other schools. This shall not exceed five years.
3. 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.
4. 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.
5. Hospitalization Insurance up to the basic full family rate of \$45.44 per month and any increase on this basic rate for the 1973-1974 school year. For those teachers not using the hospitalization plan, \$10.00 per month will be allowed in the form of a tax sheltered annuity.
6. A teacher who retires or leaves the system after serving at least five years in this system shall receive \$10.00 per day for all unused, accumulated sick days up to a total of sixty (60) days.
7. Teachers must keep current in their teaching area by receiving two credit hours every two years or forfeit any salary increase due until such time as this requirement is met. At that time, the teacher will be put back on schedule, but pay lost will not be made up. Two extra credit hours earned during a two year period may be applied to the next period.
8. A teacher who reaches the age of sixty-five (65) years on or before June 30 of the current school year shall be retired.

<u>EXTRA SERVICES</u>	<u>HEAD</u>	<u>ASSISTANT</u>
Football	10% of base salary	6% of base salary
Baseball	6% of base salary	
Basketball	10% of base salary	6% of base salary
Track	6% of base salary (if offered)	
Junior High Basketball	6% of base salary	
Driver Education	\$5.00 per hour	
Vocational Office Practice	\$200.00 when given	
Girls Athletics (Basketball, Volleyball, Softball)	10% of base salary	
Cheerleading	\$200.00	
Senior Play	\$100.00	
Junior Play	\$100.00	
Yearbook	\$100.00	
Band	\$500.00	
Athletic Director	10% of base salary	
Home Economics	\$300.00	
Vocational 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	
Phone for Teachers	\$200.00	

SCHOOL CALENDAR
1973-1974

Tuesday	September 4	Teacher's In-service Training
Wednesday	September 5	School Begins (full day)
Friday	October 19	End of First Six Weeks (33)
Friday	November 9	End of First Nine Weeks (48)
Thursday & Friday	November 22 & 23	Thanksgiving Vacation
Friday	December 7	End of Second Six Weeks (33)
Friday	December 21	Christmas Vacation begins at close of school day
Wednesday	January 2	School Reconvenes
Wednesday & Thursday	January 23 & 24	Semester Exams
Thursday	January 24	End of Third Six Weeks (27)
Thursday	January 24	End of Second Nine Weeks (45)
Friday	January 25	Records Day - School not in Session
Friday	March 8	End of Fourth Six Weeks (30)
Friday	March 8	Spring Vacation begins at close of school day
Monday	March 18	School Reconvenes
Friday	April 5	End of Third Nine Weeks (45)
Friday	April 12	Good Friday (No School)
Friday	April 26	End of Fifth Six Weeks (29)
Monday	May 27	Memorial Day (No School)
Wednesday & Thursday	June 5 & 6	Final Exams
Thursday	June 6	End of Sixth Six Weeks (28)
Thursday	June 6	End of Fourth Nine Weeks (42)
Friday	June 7	Records Day - School not in Session

DURATION OF AGREEMENT

- A. This agreement shall be effective as of 4 day of September, and shall continue in effect for the two year term of this agreement until the 30 day of June, 1975.
- B. Salary Schedule: The salary schedule attached hereto and marked Appendix I shall be in effect for the 1973-1974 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 EDUCATION
ASSOCIATION

BRITTON MACON AREA SCHOOL
BOARD OF EDUCATION

BY _____
It's President

BY _____
It's President

BY _____
It's Secretary

BY _____
It's Secretary