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PROFESSIONAL NEGOTIATION

1969-70

MASTER CONTRACT

BRONSON EDUCATION ASSOCIATION

and

BRONSON COMMUNITY SCHOOLS

Bronson Community Schools

1969 - 1970

SCHOOL YEAR

MEA

1216 Wendale

East Lansing, Mich. 48823

BRONSON COMMUNITY SCHOOLS
and the
BRONSON EDUCATION ASSOCIATION

MASTER CONTRACT

1969 - 1970

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BRONSON COMMUNITY SCHOOLS

AGREEMENT WITH THE

BRONSON EDUCATION ASSOCIATION

1969 - 1970

This Agreement is entered into this first day of July, 1969, by and between the School District of Bronson, the City of Bronson, Michigan, hereinafter called the "Board", and the Bronson Education Association, hereinafter called the "Association".

PREAMBLE

Whereas, the Board of Education is required by law to negotiate with the Bronson Education Association on wages, hours and the terms and conditions of employment of teachers, and the parties, through negotiations, execute this contract covering such agreement.

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all certificated personnel, whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, excluding Superintendent, Assistant Superintendent, Principals, Assistant Principals, Business Manager, Director of Vocational Education and Supervisors within the meaning of the Public Employment Relations Act. 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 reference to male teachers shall include female teachers.

ARTICLE II

ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, 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 negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color 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 the Act 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 in conditions of employment.
- B. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations, and provided that prior approval has been given by the building principal or principals involved.
- C. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all type of audio-visual equipment at reasonable times, when such equipment is not otherwise in use, and as determined by the building principal. The Association shall pay for the school cost of all materials and supplies incident to such use.
- D. The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the district mail service and teacher mail boxes for communications to teachers. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association, either on or off school premises.
- E. The Board may consult with the Association on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration, and the Association shall be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.
- F. Nothing herein shall require any teacher to be a member of or participate in the activities of any organization.

- G. Upon request, original public records shall be examined by the Association only at the offices of the Board during normal office hours or by notifying the Superintendent of Schools twenty-four (24) hours in advance.
- H. The Association shall reimburse the Board for extra expense incurred in furnishing information or making records available.
- I. The Board shall regulate after-hours use of the buildings. The building principal shall be responsible for designating the location of meetings within a building.
- J. Association meetings shall not interfere with other regularly scheduled activities.

ARTICLE III

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 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;
2. To hire all employees and, subject to the provisions by 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.
 - a. To determine class schedules;
 - b. To determine the hours of instruction and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and the terms and conditions of employment, unless otherwise specified in this contract.
 - c. The Association shall deal with ethical problems arising under the Code of Ethics of the Educational Profession in accordance with the terms thereof, and the Board recognizes that the Code of Ethics of the Educational Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Board reserves the right to take such action as permitted by law in addition to any action taken by the Association for breach of Code of Ethics.

ARTICLE IV

PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the NEA and MEA. Such authorization shall continue in effect from year to year, unless revoked in writing between June 1 and September 1 of any year. Pursuant to such dues from the second regular salary check of the teacher each month for ten months, or for each month for the length of employment, if fewer than ten months.
- B. Any teacher who is not a member of the Association in good standing, or who does not make application for membership within ten (10) days from the date of commencement of teaching duties, shall as a condition of employment pay as a fee to the Association an amount equal to membership dues payable to the BEA, the MEA, and the NEA; provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in paragraph A of this Article.
- C. In the event that a teacher shall not authorize payment through payroll deductions, as provided in paragraph A, the Board shall, upon the demand of the Association, immediately cause the termination of employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this article is just and reasonable cause for discharge from employment.
- D. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or equivalent fee, the Board agrees to remit promptly to the Association all money so deducted, accompanied by an alphabetical list of teachers for whom such deductions have been made.

ARTICLE V

TEACHER HOURS, LOADS AND ASSIGNMENTS

The teachers' normal working hours in the schools shall be between the hours of 8:15 a.m. and 4:00 p.m.

Elementary teachers will be allowed release time of at least 50 minutes for lunch. Secondary teachers will be required to take lunch hour duty as assigned.

Elementary teachers will be allowed release time of 15 minutes in forenoon and 15 minutes in afternoon.

The traveling teachers will not be required to have noon duty or recess duty, unless, in the opinion of the principal, the teacher's load is light enough to justify these duties.

In addition, elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists.

Time required above the normal teaching day shall include:

ALL TEACHERS

- one (1) staff meeting per month not to last later than 5:00 p.m. A committee composed of the elementary principal, junior high principal, the high school principal, and three teachers (selected by the B.E.A.) will decide a specific date for these meetings prior to September 15 of each school year.
- one (1) "Open House" per year.
- Parent conferences as scheduled, but not to exceed two (2) per year.

HIGH SCHOOL TEACHERS

- four (4) activities per year, to be assigned by the high school principal.
- inasmuch as possible the teacher's preference, interests, and special abilities will be considered when making these assignments.
- sponsor a class or an organization every second year.

JUNIOR HIGH SCHOOL TEACHERS

- three (3) activities per year, to be assigned by the junior high school principal.
- Inasmuch as possible the teacher's preference, interests, and special abilities will be considered when making these assignments.

ELEMENTARY TEACHERS

- attend a minimum of four (4) PTA meetings per year. Each grade level of each elementary building is to be represented at each PTA meeting.
- supervise their classes at the annual Christmas program.

Time required above that stated in the foregoing will be reimbursed at the rate of \$2.00 per hour.

COLLECTION OF MONEY

The Board will attempt to eliminate teachers from collecting picture, school lunch money and book rental fees.

ARTICLE VI

TEACHING CONDITIONS

- A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be maintained at a number to meet optimum standards.
- B. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.
- C. When possible the Board will make available in each school adequate lunch room, restroom, and lavatory facilities exclusively for teacher use and at least one room appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted. Provision for such facilities will be made in all future buildings.
- D. Any differences of opinion between administration and a teacher regarding safety of working conditions shall be subject to grievance procedure.
- E. Telephone facilities will be made available to all teachers for school business, Association business, and for emergency personal reasons. Long distance calls are to be recorded on the form provided.

Teachers are to reimburse the business office for any long distance calls not pertaining to school business.
- F. Pay periods will remain the same: every other Friday, in either twenty-two (22) or twenty-six (26) payments, at the discretion of the individual teacher.

ARTICLE VII

VACANCIES, ASSIGNMENTS, TRANSFERS, AND PROMOTIONS

A teacher may apply for any position at any time. Such application should be in writing, addressed to the Superintendent of Schools. Application will be considered, should such vacancy occur, either during the school year or during the summer. This application shall be renewed annually by the teachers.

In filling any vacancy within the bargaining unit the Board agrees to give ten (10) days notice of said vacancy, unless the Board has less than ten (10) days notice of the vacancy, in which event posting notice shall be equivalent to the time position is vacated. Length of service will be given consideration in the selection process. "Service" in the district, for purposes of this article, shall mean the total number of days in which the person has been employed by the Bronson Community Schools, regardless of continuity of time accumulated, irrespective of tenure status, and shall include all periods of when the teacher was on approved leave of absence. The decision of the Board as to the filling of such vacancies shall, however, be final.

An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the instructional program. The Superintendent shall notify the affected teacher and the Association of the reasons for such transfer. If the teacher objects to such transfer for the reasons given, the dispute may be resolved through the professional grievance procedure.

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. In filling promotional vacancies to administrative positions the Board shall consider the professional qualifications, background, attainments, and other relevant factors, including service in the school district, of all applicants from within the school district, as well as of applicants from outside the school district. The parties recognize, however, that the filling of vacancies at the supervisory and administrative levels and the filling of newly created supervisory and administrative positions is a prerogative of the Board, and the decision of the Board with respect to such matters shall be final.

The parties recognize that changes in grade assignment in the elementary schools, changes in subject assignments in the secondary school grades, and transfers between schools will be necessary. While the right of determination to assign or transfer a teacher is vested in the Board, the Board will not, in any case, assign or transfer a teacher without prior discussion with said teacher. Such transfers and changes of assignments shall be on voluntary basis whenever possible. In making involuntary assignments and transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils.

In the event that changes in 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.

ARTICLE VIII

SICK LEAVE PAY

- A. Sick leave will be accumulative at the rate of twelve days (12) a year to a maximum of eighty-four (84) days. All presently employed staff would be additionally entitled to the unused portion of sick leave to date plus the present allowance.
- B. Any teacher who is absent because of any injury or disease compensated under the Michigan Workmen's Compensation Law shall receive from the Board the difference between the allowance under the Workmen's Compensation Law and his regular salary for the duration of the teacher's contract with no subtraction of sick leave.
- C. The computation of a teacher's daily wage will be based on a school year of one hundred eighty-six days (186) divided into the salary of the teacher.

ARTICLE IX

LEAVE OF ABSENCE

- A. Any tenure teacher whose personal illness extends beyond the period compensated for under the "Sick Leave Pay" shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position, if available.
- B. Leaves of absence with pay chargeable against the teacher's accumulative sick leave allowance shall be granted for the following reasons:
- (1) A maximum of five (5) days per school year for a critical illness in the *immediate family.
 - (2) One day when emergency illness in the *immediate family requires a teacher to make arrangements for necessary medical or nursing care.
 - (3) Two (2) days for the conduct of personal affairs. Whenever practicable, a teacher will give at least two (2) days notice, so that a competent substitute teacher can be secured.
 - (4) Time necessary for attendance at the funeral services of a person whose relationship to the teacher warrants such attendance.
- C. Leaves of absence with pay not chargeable against the teacher's accumulative sick leave allowance shall be granted for the following reasons:
- (1) A maximum of five (5) days per year for a death in the *immediate family.
 - (2) Absence when a teacher is called for jury duty. The teacher shall have jury compensation deducted.
 - (3) Approved visitation at other schools or for attending educational conferences or conventions upon application to and approval by the administration.
 - (4) Time necessary to take the selective service physical examination.
 - (5) Time necessary for one delegate to the Representative Assembly to attend two (2) days, when the representative from the district is employed by our school. The Association is to pay for the substitute teacher.
 - (6) Court appearance as a witness in any case connected with the teacher's employment or with the school, or whenever a teacher is subpoenaed to attend any proceeding or court hearing arising from his employment as a teacher or from his duties as a citizen.

*Immediate family is defined as the next of kin

(7) Time necessary for one member of the Association to attend the annual Michigan Education Association Leadership Conference for a maximum of two (2) days. The Association is to pay for the substitute teacher.

D. Leaves of absence without pay may, in the sole discretion of the Board of Education, 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 advantages to the school system.

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

E. A maternity leave shall be granted without pay.

F. Leave of absence will be granted up to two (2) years, renewable at the discretion of the Board, 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 this Agreement.

G. Teachers who are officers of the Association or who are appointed to its staff should, upon proper application, be given leave of absence without pay for the purpose of performing duties for the Association, provided it will not interfere with the normal business of the school district. Teachers given such leaves of absence without pay shall receive credit toward the annual salary increments on the salary schedule appropriate to their rank.

H. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the Armed Forces of the United States. A teacher on military leave shall be given the benefit of any increments which would have been credited to them had they remained in active service to the school system.

I. The Board may grant a leave of absence without pay to any teacher to campaign for or serve in a public office.

ARTICLE X

INSURANCE PROTECTION

Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board agrees to furnish to all teachers the following protection:

- A. The Board will provide without cost to the teacher Public Liability and Accident Coverage in an amount of not less than \$300,000 for each accident.
- B. The Board will provide without cost to the teacher Corporal Punishment Insurance in an amount of \$300,000.
- C. Effective September 1, 1969, the Board will pay the insurance premiums to provide full-family health-hospital-surgical coverage, including major medical for Blue Cross-Blue Shield plan, for all full-time teachers regularly employed in the District, to the extent that the total cost to the District shall be the amount provided under the 1968-1969 Master Contract plus the amount of eight thousand dollars (\$8,000.00).

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.
- B. Each teacher shall have the right upon request to review the contents of his own personnel file, except for those credentials restricted in confidential files from colleges and universities. A representative of the Association may be requested to accompany the teacher in such review, when requested by the teacher.
- C. No teacher shall be reduced in rank or compensation or deprived of any professional advantage without just cause, as determined by the Board or any agent or representative thereof. This shall be subject to the professional grievance negotiations procedure hereinafter set forth.
- D. Probationary teachers will be evaluated at least two (2) times during each year, and Tenure teachers will be evaluated at least once during each year, by their Principals. A written report shall be completed and signed by the Principal and the teacher. A copy of the report shall be given to the teacher. A teacher may submit his own evaluation, if he does not agree with the Principal's evaluation. Both evaluations are to be placed in the teacher's personnel file. A teacher may also confer with the Superintendent regarding his evaluation.

ARTICLE XII

PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with reasonable rules, regulations, and directions that are in writing and of which all teachers have been notified, which are from time to time adopted by the Board or its representatives, which are not inconsistent with the provisions of this Agreement.
- B. The Board recognizes that the Code of Ethics of the Educational Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.
- C. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline or the Code of Ethics of the Education Profession shall be promptly reported to the offending teacher and to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher.
- D. 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 rules or delinquency in professional performance. When a request for such representative is made, no action shall be taken with respect to the teacher until such representative of the Association is present.
- E. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantages without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance asserted by the Board or representative thereof, shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Association.

ARTICLE XIII

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 teacher with permanent teaching certificates having the longest service in the district. The Board shall make the determination in regard to who is retained on the faculty. The Association and Board will further use their best efforts to assist all teachers terminated for lack of work to secure employment in adjacent school districts upon terms and conditions as nearly comparable as possible. Nothing herein shall relieve the Board from fulfilling the terms of any contract with a teacher.
- D. In the event a reduction of staff is necessary, the teachers to be laid off will be given a three (3) months notice of the termination of their employment in writing, and at the end of said three (3) months period their contracts shall be come void.

ARTICLE XIV

CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined by Section I of the Public Employment Relations Act.
- B. The Board and the Association agree that they will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.
- C. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by Act of God. However, teachers are encouraged to report to school on days when school has been dismissed because of inclement weather, provided safety warrants such attendance.

ARTICLE XV

SCHOOL CALENDAR

- A. For the term of this Agreement the school calendar shall be drawn up jointly by the Association and the Principals and is subject to final approval by the Board. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association.

- B. The salary schedule is based upon a normal teaching load of 186 contract days, of which 181 days will be days in session, commencing in accordance with the school calendar established by the Association and the Board, which is included as Schedule "A" of this Agreement.

ARTICLE XVI

PROFESSIONAL COMPENSATION

- A. The basic salaries fo teachers covered by this Agreement are set forth in Schedule "B", which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. All teachers newly employed shall be given full credit on the Salary Schedule set forth in Schedule "B" up to six (6) years of outside teaching experience in any school district in the State of Michigan and other teaching experience for which credit is allowed.
- C. 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. For classroom assignments in excess of the normal teaching load, teachers in grades 9-12 will be compensated at 1/5 of their contract salary, teachers in grades 6-8 will be compensated at 1/6 of their contract salary.
- D. Teacher involved in extra duty assignments set forth in Schedule "C", which is attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Article and the annexed Schedules without deviation, except that teachers who are appointed to coaching positions will have the designated extra-pay percentage applied to their years of experience as a coach, rather than to their years of experience as a teacher, subject to the limitation imposed by paragraph B, above.
- E. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance of eight (8) 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 liability insurance protection for teachers, when their personal automobiles are used as provided in this section.

ARRICLE XVII

PROTECTION OF TEACHERS

The Board recognizes its responsibility to continue to give administrative backing and support to its teachers and therefore agrees to defend a teacher who has been assaulted during the regular school day or at a school-sponsored activity. Any case of assault upon a teacher, which had its inception in a school-centered problem, shall be reported immediately to the Superintendent or his designated representative and followed as soon as possible by a written report.

Time lost by a teacher in connection with any incident mentioned in this Article, not compensable under Workman's Compensation, shall not be charged against the teacher, unless he is adjudged guilty of a crime by a court of competent jurisdiction.

Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.

ARTICLE XVIII

SPECIAL TEACHING ASSIGNMENTS

- A.
1. Summer driver education instruction will be compensated for at the rate of six dollars (\$6.00) per hour for classroom instruction and the rate of four dollars and fifty cents (\$4.50) per hour for in-car instruction. Ten thousand dollars (\$10,000) term life insurance and two thousand dollars (\$2,000) medical insurance through an eight (8) week period, during which driver education classes are in session, will be provided without cost to the teacher.
 2. Adult education instruction will be compensated for as determined by tuition receipts.
 3. The Federal Program Director will make arrangements for reimbursement for work done by the Professional Staff. He will select the Professional Staff from among those who apply for the announced positions.
- 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 7:30 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. The rate of reimbursement shall be: twenty-five dollars (\$25.00) per day for the first five days in any classroom and twenty-eight dollars (\$28.00) per day for each day after the fifth consecutive day in the same classroom. After twenty (20) consecutive days of substituting in the same classroom, the substitute will be placed on the regular salary schedule for a beginning teacher.

The Vocational Agriculture Teacher will be compensated at a rate equal to thirty-two (32) percent of his position on the regular salary schedule for the Vocational Agriculture Summer Instruction Program.

ARTICLE XIX

PROFESSIONAL GRIEVANCE PRODECURE

- A. Any teacher, group of teachers or the Association, believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board, or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms or conditions of employment, may file a written grievance with the Board or its designated representative. The Board hereby designates as its representative for such purpose the Principal in each school building and the Superintendent of Schools, when the particular grievance arises in more than one school building.
- B. Within five (5) days of receipt of the grievance the designated representative of the Board shall meet with the Association representative in an effort to resolve the grievance. Affected teachers may or may not be present at such meeting. If the meeting is with the school Principal and the parties cannot agree, the grievance shall be promptly transmitted to the Superintendent, who shall have five (5) days thereafter to approve or disapprove the grievance. If the grievance is transmitted directly to the Superintendent, he shall have ten (10) days from receipt to approve or disapprove it. If the grievance shall be denied by the Superintendent, either upon review of the action of the school Principal or, in the first instance, the grievance shall immediately be transmitted to the Secretary of the Board, with a statement of reasons why it is being disapproved.
- C. Within fifteen (15) days from receipt of the grievance the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided, however, that in no event, except with express written consent of the Association representative, shall final determination of the grievance be made by the Board more than twenty (20) days after its submission to the Board.
- D. Mediation: If the Board of Education, the aggrieved teacher, and the Bronson Education Association shall be unable to resolve any grievance, and it shall involve an alleged violation of a specific article and section of this Agreement, it may within ten (10) days after the decision of the Board of Education be appealed to the mediation and fact-finding procedures established by Act 379, P.A. 1965. Such appeal shall be in writing and shall be delivered to the Labor Mediation Board and the Board of Education within said ten (10) day period, and, if not so delivered, the grievance shall be deemed abandoned.
- E. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated (from the time grievance is submitted in writing) 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.

F. For administrative convenience the Board may cause complaints which may be the subject of grievance under this Article first to be presented to a department head, assistant principal, or other school employee, for informal processing, in an effort to reduce the number of formal grievances handled under the professional grievance procedure herein established. The parties shall mutually work out procedure for such informal processing upon request, but exhaustion of such formal procedures shall not be required as a condition precedent to invoking the grievance procedure, nor shall the participation of department heads, assistant principals or other employees in such informal procedures be deemed to be a supervisory or executive function.

ARTICLE XX

PROFESSIONAL STUDY COMMITTEE

- A. Prior to the last day for the first marking period in the 1969-70 school year the Superintendent shall establish a permanent "Professional Study Committee" (PSC) composed of eight (8) members, four (4) of whom shall be teachers (from each building) selected by the Association and four (4) of whom shall be appointed by the Board.
- B. The PSC shall meet at least once each month to discuss and study subjects mutually agreed upon relating to the school system. Recommendations of the PSC shall be submitted for local publication by having the proposals and recommendations placed in the information section of the Board agenda. Also, minutes of the PSC will be posted in the teachers' lounge in each building. The appointed Secretary of the PSC shall be responsible for carrying out these duties.
- C. The PSC is empowered to appoint subcommittees composed of teachers and administrators to study and report upon any mutually agreed upon subjects.
- D. All reports of the PSC or its subcommittees, including their recommendations, shall be submitted in writing to all members of the PSC.
- E. Subject of study by subcommittees shall include but not be limited to:
 - 1. Discipline policy
 - 2. Evaluation of teachers
 - 3. Development of curriculum
- F. Upon completion of its study and report on the subject assigned to it, each subcommittee shall be considered dissolved, and, once dissolved, no subcommittee shall be re-activated except by mutual consent of the members of the PSC.
- G. The parties agree that the PSC and its subcommittees serve in an advisory capacity to the Board.
- H. The clerical expenses of the PSC and its subcommittees shall be borne by the Board.

ARTICLE XXI

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 and upon the mutual consent of both parties. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matter.
- B. 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 Board of Education and 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 made concessions in the course of negotiations or bargaining, subject only to such ultimate ratification. It is expressly understood by the Board and the Association that the Board shall not be obligated to pay any compensation for negotiations contained in this paragraph, all other provisions of the Agreement to the contrary notwithstanding.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of parties in a written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement, and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. 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.
- E. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.

ARTICLE XXIII

SUCCESSOR AGREEMENT

The parties agree to open negotiations for a new Agreement not later than March 1st, 1970.

SCHEDULE "A"

BRONSON COMMUNITY SCHOOLS

1969 - 1970 SCHOOL CALENDAR

<u>First Semester</u>	<u>Days in Session</u>	<u>Second Semester</u>	<u>Days in Session</u>
*September 2 - Teacher's Meeting		January 26 - 30	5
September 3 - 5	3	February 2 - 6	5
8 - 12	5	9 - 13	5
15 - 19	5	* 16 - 17 Teacher's Institute	
22 - 26	5	18 - 20	3
Sept 29 - Oct 3	5	23 - 27	5
October 6 - 10	5	March 2 - 6	5
13 - 17	5	9 - 13	5
20 - 24	5	16 - 20	5
27 - 31	5	23 - 26	4
November 3 - 7	5	Spring Vacation Mar 27 - April 3	
10 - 14	5	April 6 - 10	5
17 - 21	5	13 - 17	5
24 - 26	3	20 - 24	5
Thanksgiving 27 - 28		Apr 27 - May 1	5
December 1 - 5	5	May 4 - 8	5
8 - 12	5	11 - 15	5
15 - 19	5	18 - 22	5
Christmas Vacation Dec. 22 - Jan 2		25 - 29	5
January 5 - 9	5	June 1 - 5	5
12 - 16	5	8 - 11	4
19 - 22	4	*June 12 - Mark Cards, etc	
*Jan 23 - Mark Cards, etc		2nd semester 91 session days	
1st semester 90 session days		94 contract days	
92 contract days		Days in Session 181	
Age 26 of Master Contract		*Contract days 5	
		Total contract days 186	

SCHEDULE "B"

BRONSON COMMUNITY SCHOOLS

1969 - 1970

SALARY SCHEDULE

Baccalaureate Degree

Master Degree

<u>Contract Years</u>	<u>Salary</u>	<u>Contract Years</u>	<u>Salary</u>
1	\$6,775.00	1	\$7,275.00
2	7,114.00	2	7,639.00
3	7,453.00	3	8,003.00
4	7,791.00	4	8,366.00
5	8,130.00	5	8,730.00
6	8,469.00	6	9,094.00
7	8,808.00	7	9,458.00
8	9,146.00	8	9,821.00
9	9,485.00	9	10,185.00

Non-Degree

<u>Contract Years</u>	<u>Salary</u>
1	\$6,000.00
2	6,200.00
3	6,400.00
4	6,600.00
5	6,800.00
6	7,000.00
7	7,200.00
8	7,400.00
9	7,600.00

SCHEDULE "C"

BRONSON COMMUNITY SCHOOLS

1969 - 1970

EXTRA PAY SCHEDULE

<u>Title of Position</u>	<u>COACHING DUTIES</u>	<u>Percent of Contract Salary</u>
Athletic Director		8%
Baseball, Head		6%
Baseball, Assistant		5%
Basketball, Head		8%
Basketball, Assistant		6%
Basketball, 9th Grade		6%
Basektball, 7th and 8th Grade		5%
Basketball, 5th and 6th Grade		5%
Football, Head		8%
Football, Assistant		6%
Football, Reserve		6%
Football, 9th Grade		6%
Golf		5%
Tennis		5%
Track, Head		6%
Track, Assistant		5%
Wrestling, Head		8%
Wrestling, Assistant		6%

NB. Article XVI, paragraph D, specifies that the extra-pay precentage will be applied to the years of experience as a coach, not necessarily to the years of experience as a teacher.

SCHEDULE "C"

OTHER DUTIES

All School Plays (2 per school year)	4%
Band and Choir, Senior	8%
Band Assistant	6%
Girls Athletic Ass'n, Pep Club, and Cheerleaders	7%
Hi-Times and Annual	8%
Junior Class Sponsor (2 positions)	1%
Junior High Cheerleader	2%
Safety Patrol, per building	2%
Senior Class Sponsor (2 positions)	1%

SPECIAL EDUCATION SALARIES

Baccalaureate Degree, with Temporary Approval	6%
Master Degree, with Temporary Approval	6%
Baccalaureate Degree, with Full Approval	8%
Master Degree, with Full Approval	8%

ARTICLE XXIV

DURATION OF AGREEMENT

This Agreement shall be effective upon ratification of both Parties and shall continue in effect until the 30th day of June, 1970. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

FOR THE
EDUCATION ASSOCIATION

By David Krupp
Its President (Vice)

By Joyce Kehoe
Its Secretary

By Carroll S. Moon
Chairman, Negotiating Committee

By Keith Tracy
Negotiating Committeeman

By Barbara Anglin
Negotiating Committeeman

By Vernon Leon Anglin
Negotiating Committeeman

By Charles H. Clark
Negotiating Committeeman

FOR THE
BOARD OF EDUCATION

By Francis C. Kieger
Its President

By Walter Hobbs
Its Secretary

By Clarence S. Snyder
Its Treasurer

By Mrs. Jane Ann Brown
Member

By D. Richard Himebaugh
Member

By W. W. Jeffery
Member

By George Mayer
Member

Dated this 1st day of July, 1969