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MASTER AGREEMENT

Between The

BRONSON COMMUNITY SCHOOLS BOARD OF EDUCATION

And The

BRONSON EDUCATION ASSOCIATION

For The

1971 - 1972 School Year

Bronson Community Schools

Bronson Community Schools
Bronson, Michigan 49028

8/26/71 - 6/30/72

(1)

MEA
1216 Kendall
East Lansing, Mich.
48823

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ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all certified teaching personnel under contract, excluding supervisory and executive personnel as follows: superintendent, high school principal, junior high school principal, elementary school principal, and any assistants to these positions or other management personnel assigned to these parties, employed by the Board now or to be employed during the term of this Agreement.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement.

C. Upon voluntary written authorization from the teacher, the Board agrees to deduct the regular periodic, uniform dues of the Association (BEA), including the Michigan Education Association (MEA) and the National Education Association (NEA), from the teacher's regular salary in accordance with the following:

1. Individual authorization forms will be furnished by the Association, and, when executed, will be filed by the Association with the Financial Assistant's Office no later than the end of the first full week of school.

2. Authorization, once filed with the Financial Assistant's Office, shall continue in effect from year to year, unless revoked in writing between June first and September first of a given year.

3. The right to refund to teachers money deducted from their salaries under such authorization shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any dues deduction made by the Board and paid to the Association, which deduction is by error in excess of the proper deductions, and agrees to hold the Board harmless from any claims of excessive deductions.

4. The Association will, prior to the beginning of each school year, give written notification to the Financial Assistant's Office of the amount of its (BEA) authorized dues and those authorized by the MEA and NEA, which are to be deducted in that school year under such authorizations. The amounts of the deductions for such dues are not subject to change during that entire school year.

5. The deduction of dues shall be made from the first pay check of each month for ten (10) months, beginning in September and ending in June of each year. Dues deducted shall be transmitted to the local Association within three (3) Contract Days following each deduction. The Board will not be held responsible, if delayed transmission of these amounts is due to circumstances beyond its control, provided that the Association is so advised. The Association shall be responsible for transmitting to the MEA and NEA any monies properly deducted for dues to those organizations.

D. It is recognized that, because of religious convictions or otherwise, some teachers may object to joining any organization engaged in collective bargaining. It is recognized also that negotiation and administration of collective bargaining agreements entail expense to the Association. To this end all teachers, as a condition of continued employment, shall at the beginning of each school year, either: 1) elect to join the Association and pay the BEA, MEA, and NEA dues or to authorize the deduction of such amounts from his salary, or 2) elect not to join the Association, but to pay it a Representation Fee in an amount equal to its dues (BEA, MEA, and NEA) directly or by authorizing the deduction of such amounts from his salary.

1. If any teacher to whom the foregoing provisions apply fails to comply therewith, and if the Association requests the Board to institute dismissal proceedings, the Board shall give such teacher notice that his employment will be terminated within five (5) Contract Days from the time such notice is received.

2. In the event the Board, acting upon the request of the Association, discharges or attempts to discharge a teacher to comply with these provisions, the Association agrees to indemnify and hold the Board harmless from any and all damages and judgments which may result from such action, except for loss which may be caused by the Board's negligence.

3. Teachers who elect to pay a Representation Fee in lieu of joining the Association shall be afforded the same benefits and representation rights as are extended to Association members, except for the right to vote in the Association's elections and to hold office in the Association.

4. If a teacher leaves the employment of the school district before the full amount of dues or the Representation Fee has been deducted, the Board shall not be liable for any payment of such deductions thereafter.

5. The Board is expressly empowered to withhold payment of any salary amounts due and payable to any teacher, unless and until such teacher has complied with the requirements that an authorization for deduction of dues or the Representation Fee be filed, as heretofore required, or is advised by the Association that such dues or Fees have been paid directly.

ARTICLE II

ASSOCIATION AND TEACHER RIGHTS

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every teacher 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 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 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 or collective professional negotiations with the Board, or his institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Duly authorized representatives of the Association and their respective affiliates 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.

C. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplication equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use.

D. The Association shall have the right to post notices of its 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 employees mail boxes for communications. No teacher shall be prevented from wearing insignia pins or other identification of membership in the Bronson Education Association, the Michigan Education Association and the National Education Association, either on or off school premises.

E. Nothing herein shall require any teacher to be a member of or participate in the activities of any organization. This shall not be interpreted to mean that a teacher shall not be required to pay a Representation Fee provided in Article I, above.

F. The Board agrees to furnish to the Association in response to reasonable requests all available public information concerning the financial resources of the district, including, but not limited to: annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations, including county allocation board budgets, agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, salaries paid thereto and their educational preparation, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

G. Association meetings shall not interfere with other regularly scheduled activities.

ARTICLE III

SCHOOL BOARD AND MANAGEMENT RIGHTS

A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, 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, in right:

1. To exercise the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during regular school hours and when assigned to school-sponsored activities;

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, responsibilities, and assignment of teachers.

B. The exercise of the foregoing powers, right, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in 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.

C. The Board and administration has the right to initiate action for breach of professional behavior and ethics to the Professional Ethics Committee of the Bronson Education Association.

D. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, district, or local laws or regulations as they pertain to education.

ARTICLE IV

TEACHER HOURS, LOADS AND ASSIGNMENTS

A. The teacher's normal working hours in the school shall be as determined by their building principal, but shall not be greater than a total of seven and a half continuous clock hours from the time of arrival until the time of departure. The teacher's school day shall not start before 7:45 a.m. and not extend beyond 4:00 p.m.

B. Every teacher in the high school and junior high school shall be provided with a thirty (30) minute duty-free lunch period between 11:00 a.m. and 1:00 p.m. each teaching day. Every elementary teacher shall be provided with a duty-free lunch period of fifty (50) minutes every teaching day.

C. High school teachers shall have a seven (7) period teaching day, with two (2) of these seven (7) periods being preparation and conference periods. Junior high school teachers shall have an eight (8) period day, with two (2) of these periods being preparation and conference periods. These conference and preparation periods shall in no case be shorter in time than any of the other teaching (student contact) periods; provided however, that regulations of the Department of Education affecting the length of the school day shall so permit.

D. Elementary school teachers shall be allowed a rest period of fifteen (15) minutes during each of the morning and afternoon sessions. Also, they may use for lesson preparation or similar tasks all time during which their classes are receiving instructions from various teaching specialists.

E. In the case of teachers who have assignments in both the junior and senior high schools, the following guidelines shall apply:

1. A full assignment would consist of one (1) period in the high school and five (5) periods in the junior high school, and the teacher would be available for supervisory duties in the junior high school on the same bases as are other teachers in the building.

2. A full assignment would consist of two (2) periods in the high school and three (3) in the junior high school, and an additional daily assignment of about one-half hour in either building, such as study hall supervision to provide some relief time for the Study Hall Supervisor.

3. A full assignment would consist of two (2) periods in the high school and four (4) periods in the junior high school, and complete relief from all extra supervisory assignments in both buildings during the regular school day.

4. A full assignment would consist of three (3) periods in the high school and two (2) periods in the junior high school, and an additional daily assignment of about fifteen (15) minutes in either building, as outlined in sub-paragraph 2, above.

5. A full assignment would consist of three (3) periods in the high school and three (3) periods in the junior high school, and complete relief from all extra supervisory assignments in both buildings during the regular school day.

6. A full assignment would consist of four (4) periods in the high school and one (1) in the junior high school, and an additional daily assignment of about ten (10) minutes in either building, as outlined in subparagraph 2, above.

7. The basic principle of the above guidelines is to create fair and equitable teaching and supervisory loads among all secondary teachers.

F. If a teacher in the secondary schools shall be required to teach more than the loads outlined in paragraph E, above, he shall be compensated above the adopted Salary Schedule at the rate of one-fifth of his base pay in the high school and at the rate of one-sixth of his base pay in the junior high school for each class assignment above the usual load for teachers in his building of principal assignment.

G. All teachers may be required to attend meetings with their building principals within the time limits set forth in paragraph A, above; not more than two (2) teacher meetings each month, which extends beyond those time limits will be required of any teacher, and no teacher will be required to remain after 4:30 p.m. for any such meeting. Any general teacher meetings will be included within the provisions of this paragraph. The fixed established dates in each month for the monthly teachers' meeting shall be the first and third Mondays.

H. All teachers will be expected to help plan and execute, and, except for emergency reasons allowed by their principals, will attend an "Open House" or similar function each year.

I. High School teachers - three (3) activities per year to be assigned by the High School Principal - in as much as possible the teacher's preference, interests, and special abilities will be considered when making these assignments. A list of activities as complete as possible with the activities to be assigned will be presented and assigned at the first teachers meeting of the year.

Junior High School Teachers - two (2) activities per year, to be assigned by the Junior High School Principal. In as much as possible the teacher's preference, interests and special abilities will be considered when making assignments. A list of activities as complete as possible with the activities to be assigned will be presented and assigned at the first teachers meeting of the year.

Sponsorships of classes and other organizations shall be made by the building principals according to the teacher's preferences, interests and special abilities, insofar as is practicable, and on an equitable basis; but no teacher shall be required to be such a sponsor more often than once every two (2) years.

J. In the event parent-teacher or similar organizations are organized within the period of this Agreement, teachers will be expected to make reasonable efforts to participate in their functions.

K. Elementary school teachers shall not be required to do attendance registers.

ARTICLE V

PROFESSIONAL IMPROVEMENT

A. The Parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies, foreign travel, and participation in community educational projects.

B. The Board agrees to provide upon application and approval the necessary funds for teachers to attend selected Conferences and Workshops within a budgeted amount. Travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant.

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. Payroll

1. Regular pay will be in twenty-six (26) equal installments, scheduled for every other Friday.
2. Upon written authorization from the teacher, the Board shall deduct from the salary of the teacher and make appropriate remittance for annuities, credit union, United Fund, and American Cancer Society- in addition to Association dues as previously stated.

G. The Board will attempt to relieve teachers from collecting for pictures and school lunches.

ARTICLE VII

VACANCIES

A. The Board of Education hereby declare their support of a policy of promotions from within the teaching staff.

B. All vacancies and all newly created positions within the teaching staff shall be publicized by appropriate posting in each school building in the district for a period of at least ten (10) days before such positions are filled, except under emergency circumstances. In this event the Association shall be so advised as soon as the vacancy or newly created position occurs. If a vacancy or newly created position occurs between June 15th and the beginning of the next school year, the Association shall be notified in lieu of the posting in buildings.

C. Any teacher may apply for any position at any time. Written applications from teachers in this district shall be addressed to the Superintendent and shall be kept on file in his office for a period of one year.

D. In filling vacancies the Board agrees to give due weight to the professional education and experience of all applicants, to the length of time each has been employed in or under leave from the local school district, and other relevant factors. The decision of the Board in filling vacancies shall be final.

E. The Parties recognize that the filling of vacancies or newly created positions at the supervisory or administrative levels is exclusively the concern of the Board. However, all applicants from within the teaching staff shall be considered for any such vacancies on the same bases of qualifications as are those from outside the teaching staff. 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.

F. The Association recognizes that when vacancies occur during the school year, it may be difficult to fill them from within the existing teaching staff without undue disruption to the instructional program. If the superintendent in his reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the current year, at which time the position will be considered vacant.

G. The Board and the Association, in recognition of the desirability of multi-ethnic representation on the teaching faculty, hereby support a policy of non-discrimination in the employment of teachers.

H. 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 Board level of the Professional Grievance Procedure.

I. 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 a 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.

J. In the event that changes in schedules or assignments are proposed, all teachers affected shall be notified promptly and the building principal shall arrange a conference to explain the re-assignment. In no event will changes in teachers' schedules be made later than August 1, unless an emergency situation requires same.

ARTICLE VIII

ILLNESS OR DISABILITY

A. At the beginning of each school year each teacher shall be credited with a twelve (12) day sick leave allowance to be used for absences caused by illness or physical disability of the teacher. The unused portion of such allowance shall accumulate from year to year to a maximum of ninety-six (96) days. The Board shall furnish a written statement at the beginning of each school year setting forth the total of sick leave credit.

B. At the beginning of the school year each teacher with at least one (1) year's service in this school district, may volunteer to contribute one (1) day of the foregoing sick leave allowance to a common bank to be administered by the association. Contributors who have exhausted their accumulated personal sick leave allowance may make reasonable withdrawals, as determined by the executive board of the Association, from the common bank, provided that there are sufficient days available in the bank. This sick leave bank expires at the end of the 1971-1972 school year, and it is expressly understood by both Parties that no days remaining in the bank shall be accumulated or carried over into another school year. If days so withdrawn are later compensated for under the Michigan Workmen's Compensation Act, the days will be returned to the bank.

C. Absence due to injury or illness incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days, provided that the Board shall pay to such teacher the difference between his salary and benefits received under the Michigan Workmen's Compensation Act for the

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, but shall not extend more than one (1) year beyond current school year. 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 accumulated 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 (1) 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, but shall not be permissible the day before or after a scheduled vacation.
- (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 accumulated 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 the attending educational conferences or conventions upon application to and approved by the superintendent.
- (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.
- (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, not to exceed one (1) step, shall be allowed.

E. A maternity leave shall be granted without pay, not to exceed one (1) school year.

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, not to exceed one (1) school year.

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, not to exceed a total of four (4) years or duration of the induction. A teacher on military leave shall be given the benefit of any increments, not to exceed three (3) years, which would have been credited to him had he 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.

*Immediate family is defined as spouse, children, parents, parent-in-laws, brothers or sisters.

Violations:

1. Not signed by Tchrs. - they have been denied this right
2. Tchrs. denied right to submit evaluations

other violations:

1. some claim they were never openly evaluated
2. Purpose -? To help Tchrs. improve?
Eval. were never gone over with the evaluator.

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 accompany the teacher in such review, when requested by the teachers.

C. Probationary teachers will be evaluated at least once each semester, the first of which shall be accomplished before the end of the twelfth week of the school year. Tenure teachers will be evaluated by their Principals at least once during a school year. A written report shall be completed and signed by the Principal and 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 from time to time adopted by the Board or its representatives, which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning. In all such instances the Board of Education and the Ethics Committee of the Bronson Educational Association shall be informed of reasons for refusal and shall together judge the validity of the action.

B. The Board recognizes that the Code of Ethics of the Michigan Education Association is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall accept responsibility to deal with ethical problems of teachers in accordance with the terms of this Code, and the Superintendent shall notify the teacher and the Association of any alleged violation of the Code, as soon as is practicable.

C. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absences, 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. The Board or representative thereof, in recognition of the concept of progressive correction, shall notify the teacher in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction. The Association will use its best efforts to correct breaches of professional behavior by any teachers 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 representation is made, no action shall be taken with respect to the teacher until such Representative of the Association is present. The Principals and Superintendent may in similar situations request the presence of an Administrative Representative.

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 teachers with permanent or life 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 become 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 unsolved 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 (1) of the Public Employment Relations Act.

B. Nothing in this Article shall require the Board to keep schools open in the event of severe, inclement weather or other Act of God, or any other emergency situation. It is expressly agreed that if students are not required to attend school for any of the above reasons, teachers will not be required to report for duty for the same period of time.

ARTICLE XV

SCHOOL CALENDAR

A. The School Year shall consist of one hundred eighty-seven (187) Contract Days, of which one hundred eighty (180) days will be Days in Session, Commencing and ending in accordance with the School Calendar established by the Association and the Board, which is included as Schedule "A" of this Agreement, as negotiated.

ARTICLE XVI

PROFESSIONAL COMPENSATION

A. The basic salaries for 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" for each year of outside teaching not to exceed seven (7) years experience. Experience shall be defined as teaching in public or private schools requiring a Michigan Certificate or its equivalent.

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.

D. Teachers 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. The Board of Education is not required to fill every position as set forth in Schedule "C".

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 ten (10) cents per mile. The same allowance shall be given for use of personal cars for field trips or other business of the District.

F. The Driver Education Instructors, employed not during the regular school day, will be paid six dollars (\$6.00) per hour for all time actually worked in connection with the school's Driver Education Program, and each Instructor will be paid for an additional five (5) hours at the same rate for all time necessitated by car preparation and routine maintenance, provided that all such required time shall be distributed among all Driver Education Instructors equally, insofar as is practicable.

ARTICLE XVII

STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classrooms.
- B. A teacher may use such force as is necessary against a student to protect himself from attack or to prevent injury to another student.
- C. A teacher may temporarily remove a pupil from his class, 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 will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident in writing.
- D. Procedures for the suspension of students from school shall be distributed to students, teachers, and parents each year. School authorities will endeavor to achieve correction of student misbehavior through counselling and interviews with the child and his parents, when warranted. Transfer of the student to another teacher or other measures, short of suspension, will first be exhausted.
- E. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will furnish insurance protection designed to provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connections with the handling of the incident by law enforcement and judicial authorities.
- F. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his employment, the Board will furnish insurance protection designed to provide legal counsel and all necessary assistance to the teacher in his defense.
- G. Time lost by a teacher in connection with any incident mentioned in this Article, not compensable under Workmen's Compensation, shall not be charged against the teacher, unless he is adjudged guilty of a crime by a court of competent jurisdiction.
- H. The Board will reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher as a result of his employment as a teacher, provided the teacher has not contributed negligently to such loss in the estimation of the Board of Education, and in the course of discharging his duties and responsibilities as a teacher.

I. No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file, unless such matter is promptly reported in writing to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified.

J. A written statement by the Board governing the use of corporal punishment of students shall be publicized to all teachers no later than the first week of each school year. In the absence of a published school district policy, teachers shall be free to employ such means of corporal punishment as they shall, in their discretion, regard as reasonable. The Board agrees to provide insurance designed to indemnify teachers against any damages, fines, legal fees or other costs, as a consequence of any act or omission authorized by the written statement of the Board or by the other provisions of this paragraph.

ARTICLE XVIII

SPECIAL TEACHING ASSIGNMENTS

A. The provisions related to the Driver Education Program outlined in Article X and Article XVI of this Master Agreement shall be continued through August 25, 1972, notwithstanding any other expiration date of any other part, or the whole, of this Agreement.

B. Adult education instruction, except high school completion, will be compensated for as determined by tuition receipts, provided no Board of Education funds are involved.

C. 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 his 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 (5) days in any classroom and twenty-eight (\$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 teacher will be placed on the regular Salary Schedule for a beginning teacher.

D. The Vocational Agriculture Teacher shall be compensated at a rate equal to thirty-two percent (32%) of his position on the Regular Salary Schedule for the Vocational Agriculture Summer Instruction Program.

ARTICLE XIX

PROFESSIONAL GRIEVANCE PROCEDURE

A. A grievance shall be an alleged violation of the expressed terms of this Contract.

B. The Association shall designate Representatives to handle grievances when requested by the grievant. The Board hereby designates the principal of each building to act as its Representatives at Steps One and Two as hereinafter described and the superintendent or his designated representative to act at Step Three as hereinafter described.

C. The term "days" as used herein shall mean days in which school is in session.

D. A written grievance as required herein shall contain the following:

1. It shall be signed by the grievant or grievants.
2. It shall be specific
3. It shall contain a synopsis of the facts giving rise to the alleged violation
4. It shall cite the section or subsections of this contract alleged to have been violated
5. It shall contain the date of the alleged violation
6. It shall specify the relief requested

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

E. Step One: A teacher believing himself wronged by an alleged violation of the express provisions of this contract shall within five (5) days of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve same. If no resolution is obtained within three (3) days of the discussion, the teacher shall reduce the grievance to writing and proceed within five (5) days of said discussion to Step Two.

Step Two: Within five (5) days of receipt of the grievance, the principal shall meet with the teacher and the Association in an effort to resolve the grievance. The principal shall indicate this disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy thereof to the Association.

Step Three: A copy of the written grievance shall be filed with the Superintendent or his designated agent as specified in Step Two, with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated Association Representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the building principal in which the grievance arose, and he shall place a copy of same in a permanent file in his office.

Step Four: If no decision is rendered within ten (10) days of the discussion, or if the decision is unsatisfactory to the grievant and the Association the grievant may appeal same to the Board of Education. The grievance shall immediately be transmitted to the Secretary of the Board along with a statement of reasons why it is being disapproved. 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. A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant, and the Secretary of the Association.

Step Five: If the Association 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 grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accord with its rules, which shall likewise govern the arbitration proceedings. The Board and the Association shall not be permitted to assert in such arbitration proceedings any ground, or to reply on any evidence, not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

F. Should a teacher fail to institute or appeal a decision within the time limits specified or leave the employ of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant, regardless of his employment) shall be barred.

G. 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.

H. All preparation, filing, presentation or consideration of grievance shall be held at times other than when a teacher or a participating Association Representative is working with or supervising students.

*No
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I. The fees and expenses of the arbitrator shall be borne entirely by the party who initiates the binding arbitrating.

J. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the Board shall use its best efforts to process each grievance prior to the end of the school term or as soon thereafter as is possible.

K. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

ARTICLE XX

PROFESSIONAL STUDY COMMITTEE

A. Prior to the last day for the first marking period in the 1971-72 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. All teachers so selected shall be on tenure status.

B. The PSC shall meet at least once each month to discuss and study subjects mutually agreed upon relating to the school system. The minutes of all meetings of the PSC and its subcommittees shall be made available to all members of the professional staff and to the Board of Education. 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. 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.

E. The Parties agree that the PSC and its subcommittees serve only in an advisory capacity to the Board.

F. The clerical expenses of the PSC and its subcommittees, as approved by the Superintendent, 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 as stated in the By-Laws of the Bronson Education Association; but the Parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification. 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 both 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 provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions 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 or herinafter employed.

ARTICLE XXIII

SUCCESSOR AGREEMENT

The parties agree to open negotiations for a new Agreement not later than April 7th, 1972.

ARTICLE XXIV

DURATION AND RATIFICATION OF AGREEMENT

This Agreement shall be effective upon ratification of both Parties and shall continue in effect until the 30th day of June, 1972. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

This Agreement has been ratified by the majority of the Members of the Board of Education and by a majority of the Members of the Bronson Education Association present and voting.

In witness whereof the Parties have caused this Agreement to be executed by their authorized representatives on 26th day of August 1971.

FOR THE
EDUCATION ASSOCIATION

FOR THE
BOARD OF EDUCATION

By Patricia J. Kees
Its President

By Nolan E. Goode
Its President

By Mary C. Coy
Its Secretary

By George Mayer
Its Secretary

By Robert R. Whitcomb
Chairman, Negotiating Committee

By Jane Ann Brown
Its Treasurer

By Barbara L. ...
Negotiating Committeeman

By Max Bucklin
Member

By Kathleen Hollis
Negotiating Committeeman

By Robert R. ...
Member

By Wm. ...
Negotiating Committeeman

By Elmer J. Moffett
Member

By Mary ...
Negotiating Committeeman

By Richard Hinchaugh
Member

By VERA HURD
Negotiating Committeeman

SCHEDULE "A"

BRONSON COMMUNITY SCHOOLS
Bronson, Michigan 49028

1971 - 1972 SCHOOL CALENDAR

<u>First Semester</u>		<u>Second Semester</u>	
August 31	Faculty Orientation Meeting - Contract Day	January	24 - 28 31 - February 4
September 1	Student Report	February	7 - 11
September	1 - 3	February 14 & 15	Professional Seminar - No School
September 6	Labor Day - No School		16 - 18
September	7 - 10		21 - 25
	13 - 17		28 - March 3
	20 - 24	March	6 - 10
	27 - October 1		13 - 16
October	4 - 8	March 17	Parent-Teacher Conferences
	11 - 15		No School
	18 - 22		20 - 24
	25 - 28	March 25 - April 2	Easter Recess
October 29	Parent-Teacher Conferences, No School		No School
November	1 - 5	April	3 - 7
	8 - 12		10 - 14
	15 - 19		17 - 21
	22 - 24		24 - 28
November 25 & 26	Thanksgiving Recess - No School	May	1 - 5
November	29 - December 3		8 - 12
December	6 - 10		15 - 19
	13 - 17		22 - 26
	20 - 22	May 29	Memorial Day Observance - No School
December 23 - January 2	Christmas Recess - No School		30 - June 2
January	3 - 7	June 4	Baccalaureate
	10 - 14	June	5 - 7
	17 - 20	June 8	Teacher Workday - No School
January 21	Teacher Workday - No School		Commencement
	End of Semester		End of Semester
			School Closes

CONTRACT DAYS: 94
DAYS OF STUDENT INSTRUCTION: 91

CONTRACT DAYS: 93
DAYS OF STUDENT INSTRUCTION: 89

TOTAL CONTRACT DAYS: 187
TOTAL DAYS OF STUDENT INSTRUCTION: 180

SCHEDULE "B"

BRONSON COMMUNITY SCHOOLS
Bronson, Michigan 49028

TEACHER SALARY SCHEDULE

1971 - 1972 SCHOOL YEAR

Contract Year	Baccalaureate Degree	Baccalaureate Degree + 15 s.h.	Master Degree	Non-Degree
1	\$7,453.	\$7,653.	\$8,003.	\$6,700.
2	7,825.	8,025.	8,403.	6,900
3	8,198.	8,398.	8,803.	7,100.
4	8,570.	8,770.	9,203.	7,300.
5	8,943.	9,143.	9,603.	7,500.
6	9,316.	9,516.	10,003.	7,700.
7	9,689.	9,889.	10,404.	7,900.
8	10,061.	10,261.	10,803.	8,100.
9	10,434.	10,634.	11,204.	8,300.

SPECIAL EDUCATION SALARIES

Baccalaureate/Master Degree, with Temporary Approval: 4% above base salary
 Baccalaureate/Master Degree, with Full Approval: 5 1/3% above base salary

SCHEDULE "C"

BRONSON COMMUNITY SCHOOLS
Bronson, Michigan 49028

TEACHER EXTRA-DUTY SALARY SCHEDULE

1971 - 1972 SCHOOL YEAR

<u>Title of Position</u>	<u>Percent of Base Salary</u>
	<u>Coaching Assignments</u>
Athletic Director	8%
Baseball, Head	6
Baseball, Assistant	5
Basketball, Head Varsity	8
Basketball, Assistant Varsity	6
Basketball, 9th Grade	6
Basketball, 7th and 8th Grade	5
Basketball, 5th and 6th Grade	5
Cross Country	2
Football, Head Varsity	8
Football, Assistant Varsity	6
Football, Head Reserve	6
Football, Assistant Reserve	6
Football, Head 9th Grade	6
Football, Assistant 9th Grade	6
Football, Junior High School Flag	2
Golf	5
Tennis	5
Track, Head Varsity	6
Track, Assistant Varsity	5
Track, Junior High School	2
Wrestling, Head	8
Wrestling, Assistant	6

Girls' Sports Activities

Cheerleaders, Senior High School	6%
Cheerleaders, Junior High School	3
Girls' Athletic Association	2
Girls' Bowling	2
Girls' Golf	1
Girls' Gymnastics	3
Girls' Tennis	1

High School Class Sponsorships

Senior Class, 2 positions	2
Junior Class, 2 positions	2
Sophomore Class, 2 positions	1 1/2
Freshman Class, 2 positions	1/2

Miscellaneous Positions

Annual, High School	5
Band, High School	7
Band, Assistant High School	6
Choir, High School	1
Newspaper, High School	3
Plays, High School, 2 per year	4
Safety Patrol, Elementary School, 1 per building	2

N.B. Article XVI, paragraph D, specifies that the extra-pay percentage for Coaching Assignments will be based upon the years of experience as a Coach, not necessarily on the years of experience as a teacher.

SUPPLEMENT TO SCHEDULE "B" & "C"

- A. No teacher will receive less than he did last year on schedule "B", plus any increment he has earned on schedule "B", plus any increase on schedule "C".
- B. 60.57% of an increase on the gross allowance over the \$623.50 per student of the State Aid formula based upon the membership enrollment on October 1, 1971, but excluding those students enrolled in Special Education, will be used for an increase in salary under schedule "B" and "C" for the sixty-nine (69) teachers in the bargain unit. Special Education and Title I teachers are not included in the sixty-nine teachers referenced in this paragraph. The distribution of any increase in salary shall be determined by the negotiating teams of the Board of Education and the Bronson Education Association.
- C. The Board of Education will provide hospital insurance comparable to coverage equal to or exceeding the coverage under Blue Cross-Blue Shield contract of 1970-71 at a cost of not to exceed \$20,023.00.

Bronson
71-72

REVISION TO SUPPLEMENT "B" AND "C"

STEP	B.A.	B.A. + 15	M.A.	NON-DEGREE
1	\$7,857	\$8,057	\$8,407	\$7,104
2	8,229	8,429	8,807	7,304
3	8,602	8,802	9,207	7,504
4	8,974	9,174	9,607	7,704
5	9,347	9,547	10,007	7,904
6	9,720	9,920	10,407	8,104
7	10,093	10,293	10,808	8,304
8	10,465	10,665	11,207	8,504
9	10,838	11,038	11,608	8,704
10		11,411	12,009	
11			12,410	

It is expressly understood that the above salary schedule is based upon the Board of Education receiving \$18,693 due to the Bronson Community Schools in the State Aid Formula. Should this amount not be received, \$165.00 will be deducted from each step of the salary schedule. If a portion of the above contingency fund is paid, the teachers shall receive 60.57% of the contingency amount received and a pro rate adjustment to the above schedule will be made on this basis.