

1966-67

Reg. 11

AGREEMENT

This agreement entered into this 1st day of June by and between the Board of Education of the City of Brown City, Michigan, hereinafter called the "Board", and The Brown City Education Association, hereinafter called the "Association".

WITNESSETH

Whereas the members of the teaching profession are particularly qualified to assist in the formulating policies and programs designed to improve educational standards, and

Whereas the Board has statutory obligations pursuant to Act 375 of the Michigan Public Acts of 1965, to bargain with the Association as to the representative of its teaching personnel with respect to hours, wages, terms, and conditions of employment.

Whereas the parties, following extended and deliberate professional negotiations, have reached certain understandings, which they desire to memorialize, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in section II of Act 375, Public Acts of 1965, for all professional personnel, about excluding supervisory and executive personnel and office employees. The term "teacher", when used hereinafter in this agreement, shall refer to all employees represented by the association in the bargaining or negotiating unit including female teachers.

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 terms of this agreement, provided that the Association has been given opportunity to be present at such adjustment.

C. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association and the Michigan Educational Association) upon such conditions as the Association shall establish. Such sums shall be deducted as dues from the regular salaries of all such teachers and remitted not less frequently than monthly to the Association. Method of payroll deduction to be mutually agreed upon at a later date.

D. Nothing contained herein shall be construed to deny or restrict to any teacher, rights he may have under the Michigan General School Laws or applicable civil service laws and resolutions. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

Brown City Bd of Ed.

MEM
1216 KENDALE
E. LANS., MI.
48824

ARTICLE II

A. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board as required by the State of Michigan.

B. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings with approval of Superintendent. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards and other established media of communication shall be made available to the Association and its members.

C. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed economically feasible 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.

ARTICLE III

Professional Compensation

A. The salaries of Teachers covered by this Agreement are set forth in Schedule "A" which is attached to and incorporated in the Agreement. Such salary schedule shall remain in effect during the one-year term of the Agreement, provided, however, that upon written notice to the other party at least sixty (60) days prior to the first day of April of every year of the Agreement, either party may request the reopening of negotiation of such salary schedule and conditions of employment.

B. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined, August 31 to June 2nd during normal teaching hours. For extra work the teacher shall be entitled to appropriate additional professional compensation as established in Schedule A, in addition to his base salary, for all time spent after the regular school day.

C. Compensation for Class Sponsors, Clubs, and Vocal Music. There will be further study by the Board and the Association relative to compensation for class sponsors, club advisors, and vocal music.

D. Longevity Compensation - There will be further study by the Board and the Association relative to providing longevity payments for service in excess of Fifteen Years.

ARTICLE IV

Teaching Hours

A. The Teacher's normal teaching hours in the school system shall be as follows:

1. Teachers shall be in the building no later than twenty minutes prior to the first bell.

2. Teachers at assigned place of duty no later than ten minutes prior to starting time.
3. Teachers shall leave school no earlier than twenty minutes after the close of School Day. Teachers who deviate from above should secure administrative approval.

B. All teachers shall be entitled to a minimum of a thirty minute duty-free uninterrupted lunch period.

C. Elementary teachers will be provided adequate planning time by released time during Art, Music, Physical Education and Library.

D. Secondary Teachers will be provided a minimum of one preparation period per day. Administration will make every effort to hold to a maximum of three preparations per teacher.

E. The Board shall furnish without charge special clothing required in teaching assignments in areas of Art, Science, and Shop.

F. The parties will confer from time to time for the purpose of improving the selection and use of educational materials.

G. To relieve teachers of certain non-instructional duties, aides will be engaged where possible and practical.

H. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment. However, in cases of extreme emergency teachers may be requested to assist in the emergency.

I. The Board shall make available in each school adequate lunchroom, restroom and separate lavatory facilities for teacher use. In addition a sickroom for student use will be provided as soon as practicable.

J. Adequate parking facilities shall be continued to be maintained, and the Board shall seek additional parking facilities where needed.

K. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board as long as it does not reflect on the teaching profession, school district, and the Board of Education.

L. The provisions of the Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, membership in the association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, national origin and economic status, and to achieve full equality of educational opportunity to all pupils.

M. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

ARTICLE V

A. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors.

ARTICLE VI

A. There will be further study made by the Association and the Board for purpose of determining the normal weekly teaching load at the Secondary level. Administration to present preliminary report prior to June 1, 1966.

B. Since pupils are entitled to be taught by teachers who are working within their major field, teachers shall not be assigned, except temporarily and with mutual consent in their minor field of study as reflected on teaching certificate.

C. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals as soon as practicable. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such change.

D. No new employee shall replace a teacher who is illustrating competence in a teaching assignment without mutual consent of said teacher and administration.

E. Actual teacher participation in PTA programs will held to a minimum. Teachers are encouraged to attend P.T.A. meetings.

ARTICLE VII

Teaching Conditions

A. It is acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

B. The maximum class size per teacher shall be a subject for further study by the Association and the Board at Elementary and Secondary levels.

C. Teachers, other than designated personnel, shall not be required to report more than two days prior to the beginning of classes in September or to remain more than two days after classes end in June. Superintendent shall submit a tentative school calendar for ensuing school year on or before April 1st to the Association

for approval and prior to submission to the Board of Education. Length of school day and school year is not to be modified unless negotiated.

D. The Board recognizes all legal holidays as listed in statutes, and all schools will be closed. In addition, Good Friday shall be observed as a local holiday and incorporated in school calendar.

E. The Board agrees that Association members engaged during school day in negotiations on behalf of the Association with the Board during term of this Agreement, shall be entitled to released time, as needed, without loss of salary, provided the Association agrees to meet for purposes of negotiations on off-duty time at least to the same extent as on released time.

The released time referred to in the above paragraph shall be for a maximum of two teachers representing the Association. Exceptions to this limit may be permitted under special circumstances.

The released time permitted under this paragraph shall have no application to time spent by Association representatives in utilization of the grievance procedure.

ARTICLE VIII

Transfers

A. 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.

ARTICLE IX

Leave Policies

A. Sick Leave - ten days sick leave shall be granted per year accumulative to 75 days retroactive for past 7½ years (1950-56) inclusive. No monetary benefits payable if audit of employees leave record reveals employee is entitled to additional sick leave not to exceed maximum of 75 days.

B. Sick leave is a form of insurance and not a form of compensation. The purpose of the sick leave shall be to protect faculty personnel and pupils when faculty personnel become ill.

Faculty personnel shall be credited with ten (10) days of sick leave on the opening day of school each year, and any sick leave days not used in one year shall be accumulated to a total of seventy-five (75) days.

Absence for any reason for which sick leave is authorized in this policy which is in excess of accumulated sick leave days shall be without pay, except in those cases where the Board, upon written request of the faculty personnel, shall rule otherwise.

Sick leave days earned prior to a leave of absence shall be held in reserve pending the return of faculty personnel from such leave.

In case of the return to duty of a teacher who has been absent for more than ten (10) days due to an extended illness, he must present a statement from his physician if requested. The Board may require such teacher to submit to an examination by a physician designated by the Superintendent of schools or the Board.

All faculty personnel will be furnished a written statement of sick leave balance at the end of each school year.

C. Personal Leave - Three of the 10 days sick leave per year may be used for personal leave. Two of the three days must be with Administrative approval and one day at discretion of employee. Obligation of employee to give one week's notice of personal leave unless leave is of emergency nature.

The day immediately preceding or the day immediately following a legal holiday or school recess (e.g. Christmas, Memorial Day) will not be recognized by the Board as a personal leave day, with exceptions, however, in such cases which may cause undue hardships on the individual concerned. Circumstances presenting unusual conditions will, upon request, be reviewed by the Superintendent of schools to determine whether such time should be granted.

D. Leaves of absence with pay chargeable against the teacher's allowance shall be granted for the following reasons:

1. A maximum of five days per school year for a critical illness or death in the immediate family. Immediate family to be considered as Mother, Father, Sister, Brother, Husband, Wife or Children.
2. One day when emergency illness in family requires a teacher to make arrangements for necessary medical or nursing care.
3. Time necessary for attendance at the funeral service of person whose relationship to the teacher warrants such attendance.

E. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:

1. Any day on which an employee is engaged in an activity under the direction of the Board provided such leave has been approved by the Superintendent's office. This leave pertains to visitation days to other schools, professional conferences and conventions, workshops, and speaking engagements involving education.
2. Officers of the Association may be absent as representatives of the system to attend educational meetings, committees, and workshops up to a maximum of one day per semester provided prior approval has been secured from the Superintendent.

F. The Board shall grant a leave of absence for maternity purposes, without pay, to any staff member who has been employed by the school district for two years or more.

All maternity cases shall terminate employment not later than the sixth (6th) month. In special cases where an extension would be beneficial to the school district a limited extension may be granted.

Maternity leave may be granted for a period of one calendar year and may be renewed at the discretion of the Board. Special consideration should be given to cases of miscarriage or infant death.

Employees with less than two years of service with the school district shall be presumed to have voluntarily resigned upon pregnancy leave.

Pregnancy shall not be considered as sick leave within the interpretation of the sick leave policy.

G. There will be further study made by the Association and Board relative to providing Sabbatical Leave for professional staff members.

H. Teachers who are officers of the State or National Associations or are appointed to its staff should, upon proper application, be given leave of absence of one year without pay for the purpose of performing duties for the Association. Teachers given leaves of absence without pay shall receive credit toward annual salary increment on the schedule appropriate to their rank.

I. The Board shall grant, without pay, a leave of absence to any teacher who has served a successful probationary period to campaign for, or serve in, a public office.

Since the time required to campaign for, or serve in, a public office varies greatly, the Board shall grant a leave of absence on an individual basis.

The Board shall not be obligated to grant a leave of absence for a longer period than one term of office or one unsuccessful campaign.

Upon his return from leave, the teacher shall be placed on the same step on the salary schedule as he had upon his leave.

ARTICLE X

School Functions

A. Faculty meetings - All meetings called by supervisory personnel shall be held on school time as stated in Article IV, sections 1 and 3.

B. Clubs - All clubs must be approved by the administration and shall be held after the normal school day. All sponsorships must be with the consent of the teachers involved. Special arrangements will be made for F.P.A. and F.H.A. with administrative approval. Class meetings: All persons involved shall be given a weeks notice in advance to said activity.

C. Class meetings and Assemblies - School assemblies, class meetings, pep sessions, group activities, etc. must be given notice a week prior to the event. A weekly calendar will be passed out to all teachers one week ahead of time. Scheduling of these types of activities will be a topic for further study of over-all school curriculum.

ARTICLE XI

Curriculum Study

A. A curriculum committee will be set up to review the potential of updating the curriculum by revising the present curriculum.

B. Departmental budget - Each Department will share in planning instructional budget with the Administration.

ARTICLE XII

Teacher Evaluation

A. Systematic and comprehensive written evaluation shall be prepared for each Probationary and Tenure Teacher by Principal.

1. The classroom of the Probationary Teacher shall be visited for the purpose of observation and evaluation, a minimum of four times each year.
2. Within two days a conference between probationer and evaluator shall

be held to discuss and evaluate the observations made in the classroom.

3. Two of these visits shall be unscheduled, and two shall be by appointment of not less than one day before visit by the evaluator.
4. The evaluation of the Tenure Teacher shall be the same as the Probationary Teacher, except there shall be only one scheduled visit every two years unless the teacher's behavior or competency warrants additional visitation.

B. Each teacher shall have the right upon request to review the contents of his own personnel file in Superintendent's office.

C. Tenure Employment: Under tenure, the association believes it is of the utmost importance that superior teachers be secured and retained on the staff. Recognizing that it is an administrative function to hire teachers, we also believe that teachers are in an advantageous position to help in evaluating their co-workers. The Superintendent's work of issuing tenure contracts to teachers would be much easier if he could rely on the recommendations of his teachers.

ARTICLE XIII

Terminal Leave

A. There will be further study by the Association and the Board on need and provision for a terminal leave policy.

ARTICLE XIV

Negotiation Procedures

A. It is contemplated that matters not specifically covered by the 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. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. In the event the salary schedule is reopened for negotiation, by either party, as provided in Article II of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least ninety to a hundred days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

C. 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. In all negotiation meetings two representatives of each party shall be present at each session unless mutually agreed upon. It is recog-

nised that no final agreement between the parties may be executed without ratification by a majority of the Board 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 make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

ARTICLE XV

Grievance Procedures

Grievances - All grievances shall be presented and disposed of in accordance with the following procedures:

A. The first step of the grievance procedure is taken informally by the individual employee involved, or a designated employee of the group involved, conferring with the Building Principal. If a settlement is not reached within 10 school days, then the individual or group involved and the Professional Negotiation Committee will go to the Superintendent with a formal grievance. If a satisfactory agreement or settlement cannot be reached within 10 school days, then a formal grievance will be filed with the Brown City Board of Education.

B. All formal grievances shall be presented and handled in accordance with the following procedure after compliance with steps set forth in Step A.

1. Each grievance shall be filed in writing and submitted to the Superintendent of Brown City Schools.
2. Appeal from the determination at Step 1 may be made by presenting the grievance in writing to the Brown City Board of Education.
3. If the grievance is not deemed to have been satisfactorily adjusted by the Brown City Board of Education, it may then be submitted to the State Mediation Board.

C. At each step of the grievance procedure, the members of the Administrative Staff or the Brown City Board of Education shall promptly consider the grievance and give notice of its decision to the individual involved or representative of the group at that step.

D. All bargaining and grievances between the representatives of the Brown City Board of Education and the Professional Negotiations Committee or designated representatives of the Professional Negotiations Committee shall be held in "private" sessions. Final decisions in bargaining and grievances will be made by the Board of Education as a whole at a regular or special session.

E. The Board agrees that Association members engaged during school day in grievances on behalf of the Association with the Board during term of this agreement, shall be entitled to released time, as needed, without loss of salary, provided the Association agrees to meet for purposes of grievances on off-duty time at least to the same extent as on released time.

ARTICLE XVI

Protection of Teachers

A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Administration and Board recognize its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Cases of gross insubordination, vulgarity, and or other abnormal misconduct should be referred to the principal for appropriate action. In these types of cases the teacher will receive a written statement of the appropriate action taken. Furthermore, administrator is encouraged to arrange for a professional staffing prior to rendering a final decision in cases of extreme misconduct. Whenever it appears that a particular pupil requires the attention of special counsellors, social workers, law enforcement personnel, physicians or other professional person, the Administration and Board will take reasonable steps with respect to such pupil.

B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

C. Time lost by a teacher in connection with law suits which are ruled in favor of teacher shall not be charged against teacher's leave.

D. The Board will take under study any loss, damage or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises except in cases of negligence.

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

F. Teachers shall be expected to exercise reasonable care with respect to safety of pupils and property

ARTICLE XVII

Duration of Agreement

This Agreement shall be effective as of July 1, 1966 and shall continue in effect for one (1) year through June 30, 1967. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

By _____ President

By _____ Secretary

By _____ Negotiator

EDUCATION ASSOCIATION

By _____ President

By _____ Secretary

By _____ Negotiator