

OFFICE OF PROFESSIONAL NEGOTIATIONS
Michigan Education Association

1967-68

6-30-68

FILE

Brown City
(11)

Not for Review
M.H.
Reviewed
May 18, 1967

FILE

AGREEMENT

OFFICE OF PROFESSIONAL NEGOTIATIONS
Michigan Education Association

between the

BOARD OF EDUCATION OF THE CITY OF BROWN CITY, MICHIGAN

and the

BROWN CITY EDUCATION ASSOCIATION

Brown City Board of Education

- 2. No
- 3. 6-30-68
- 4. No
- 5. No

1967

MEA
1216 Kendale
E. Lansing, MI
48823

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AGREEMENT

This agreement entered into this _____ day of _____ 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 379 of the Michigan Public Acts of 1965, to bargain with the Association as to the representative of its employees 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 379, Public Acts of 1965, for all Professional Personnel, excluding supervisory and executive personnel, Superintendent and Principals, 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 negotiation 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 Assn. 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.

ARTICLE II

Association and Teacher Rights

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 petition use of 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 school established media of communication shall be made available to the association and its members.

C. The Board agrees to furnish to the Association in reponse to reasonable requests from time to time all available information concerning the financial resources of the districts, 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.

BOARD RIGHTS AND RESPONSIBILITIES

A. Except as modified by the specific terms of this Master Agreement the Board retains all rights and powers to manage the Brown City Community School District, and to direct its employees. The Association recognizes these management rights and responsibilities as conferred by the Laws and Constitution of the State of Michigan, and inherent in responsibilities to manage the Public School System, including the right:

- 1) To the executive management and administrative control of the school system and its properties and facilities, and the school activities of its employees during the employees' working hours;
- 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 levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary and advisable by the Board;
- 4) To provide and approve the selection of textbooks, teaching materials, and aids necessary for an adequate instructional program;
- 5) To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers subject to the express provisions of this Agreement.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules and regulations in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

B. The Board will endeavor to provide opportunities for teacher inservice education. Such opportunities may take the form of released time for instruction.

C. The Board, through its designees, has the responsibility to evaluate the work of the teacher and to review the evaluation with said teacher. See Article XII.

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 re-opening of negotiations of such salary schedule and conditions of employment.

B. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined, August 30 to May 31st 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. A non-degree teacher with 105 semester hours or more will be compensated at \$200 below comparable B.S. schedule. (See Schedule A).

D. Fringe Benefits-Insurance and annuities

a) Beginning with the 1967-68 school year, the Board will pay \$50.00 a year for Health Insurance coverage. This amount may, at the teacher's option be applied as follows:

1. Individual or Family M.E.A. Basic and Major Medical or Blue Cross and Blue Shield.

b) If two or more teachers belong to a single family and are eligible for coverage under the same policy, each may at his option have all or any part of his \$50.00 applied to the cost of a single policy covering said family.

ARTICLE IV

Vacancies

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 employees, the length of time each has been in the school system and other relevant factors.

ARTICLE V

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 VI

Teaching Hours

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

1. Teachers shall be in their classroom or assigned place of duty no later than fifteen (15) minutes prior to the beginning of the school day.

2. Teachers shall remain in their classroom or assigned place of duty at least fifteen (15) minutes after the close of the school day. Teachers who deviate from above should secure administrative approval.

3. Teachers who are continually late are considered guilty of unprofessional conduct, which shall be noted in the teachers personnel records. Repeated, persistent, frequent unobservance of check in time, time at assigned place of duty, time to leave school, shall be considered violations of the code of ethics and shall be in each instance a grievance and shall be considered due cause under the Tenure Law for disciplinary action and/or termination.

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

C. Adequate planning time will be granted elementary teachers by providing them with released time during Art, Music, Physical Education and Library. Board should give careful consideration to the expansion of these programs on a full time basis and provide necessary facilities. Until such time as the building program is completed the administration will make every effort to schedule the above activities in longer blocks of time. If employee loses planning period due to absence of Special Teacher, employee will be compensated (Schedule A).

D. Secondary staff members will be provided a minimum of two hundred seventy five (275) minutes of planning time per week based on three academic preparations. Any additional preparations will be by mutual consent of teacher and administration and based on premise that additional preparations will be accompanied by additional planning time. It is understood that because of size of building, staff, flexible scheduling, or other emergency requirements that from time to time deviations may become necessary.

E. Continuity of Operation. In the event schools are closed because of weather or road conditions, teachers will not be required to report. Administration will advise staff by radio prior to 7:30 A.M.

ARTICLE VII

Curriculum Study

A. A curriculum committee will be set up to review the potential of updating the curriculum by revising the present curriculum. Parties will confer from time to time for the purpose of improving selection and use of educational materials.

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

ARTICLE VIII

Teaching Load and Assignments

A. The parties recognize that the availability of optimum school facilities for both students and teachers is desirable to insure the high quality of education that is the goal both of the teacher and the District. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school day should be directed toward this end. One factor which is an important consideration is pupil-teacher ratio.

The Board and the Association recognizes that the teacher-pupil ratio should be reduced and that steps be taken to reduce this ratio when it is considered educationally good, practical and economically feasible. In addition the Board should give special consideration to teacher-pupil ratio when planning any new or additional facilities. Until such time as new facilities become available the Board and the Association agree to work cooperatively to alleviate this situation. Until such time as new facilities become available the Board and the Association agree that the following standards should be maintained: in Grades Kdg. - 8th.; 0-70 pupils; 2 sections, 71-100--3 sections provided approved housing is available. The Association and Board agree to re-evaluate the teacher-pupil ratio in grades 9-12 after the flexible scheduling has been established by no later than Feb. 1, 1968.

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. Returning teachers will be notified of their tentative programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach along with any extra curricular duties not later than July 2nd. This assignment may be changed only by the mutual consent of the teacher and the Superintendent of the School District.

D. No new employee shall replace a returning teacher who is demonstrating competence in his major field without the mutual consent of said teacher and the Administration.

E. Actual teacher participation in PTA programs will be held to a minimum and two weeks advance notice will be given to each program participant. This advance notice can be waived only by mutual consent of teacher and Administration.

ARTICLE IX

Academic Freedom

A. The parties seek to educate young people in democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of the respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be found in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.

B. Freedom of individual's conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democracy today.

ARTICLE X

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. Teachers, other than designated personnel, (counsellor and coaches), shall not be required to report more than two days prior to the beginning of classes in the fall. 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.

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

D. 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 three 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 XI

Leave Policies

A. Sick Leave---At the beginning of each year each teacher shall be credited with a 12-day sick leave allowance to be used for absences caused by illness or physical disability of the teacher. The unused time of such allowance shall accumulate from year to year to a total of one hundred (100) days retroactive for the past 7 1/2 years (1960-1967) inclusive, no monetary compensation payable. In cases of probationary teachers who leave the system and have not accumulated sick allowance to cover allowance advanced a deduction will be made for excess payments in employees last check, pro-rated at 1.2 days per month.

In order to protect the tenure teacher who has exhausted his sick leave allowance the Board will establish a bank of 50 days sick leave allowance per year non-accumulative to be administered by the Board. A tenure teacher whose sick leave has been exhausted must take a written request with a doctor's statement substantiating the inability of employee to perform in the classroom.

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 twelve (12) 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 total one hundred (100) days.

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--Teachers may request two days personal leave not chargeable against sick leave. One of the two days must be with administrative approval and one at the discretion of the employee. Personal leave days granted with Administrative approval must be for purposes of transacting business which cannot be completed at any other time. Also, in event schools are open and weather or road conditions prevent employee from being on the job, he may request personal leave.

Personal leave days shall be granted to the teacher when the request has been made to the Superintendent in writing, through the building principal at least twenty-four (24) hours in advance. The granting of such request will be in the order of receipt and limited to two (2) teachers per day.

Emergency personal leave (without twenty-four hour notice) may be granted at the discretion of the Superintendent.

The day immediately preceeding 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 exception 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.
- 4) An extension of limits stated above will be granted on physician's recommendation.

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

- 1) Any day which as employee is engaged in an activity under the direction of the Board provided such leaves has been approved by the Superintendent's office.
- 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.

Request for this type of leave must be made at least six months prior to the expected birth of the child. Medical certification of the pregnancy is required.

Maternity leaves shall begin not later than the sixth (6) month of pregnancy; unless specifically waived by the Superintendent of Schools upon the basis of District need and the written approval of the attending physician. No increment credit or use of sick leave is allowed for this type of leave. Special consideration should be given to cases of miscarriages or infant deaths.

A maternity leave is limited to one school year, following the birth of the child unless renewed at the discretion of the Board of Education. Return to duty will be requested by the teacher, in writing, to the Superintendent of Schools, and be supported by a physician's certification of the teacher's ability to return to duty. A teacher may return from this type of leave only at the beginning of a school year; unless circumstances warrant earlier re-employment. She will be re-employed in position, only if vacancy exists.

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.

G. Professional Improvement--An unpaid leave-of-absence for Professional Improvement (travel or advance study) for a period up to one school year may be requested on or before May 1st of the preceding school year. Such leave will be limited to teachers on tenure. No more than one staff member shall be granted leave-of-absence for this reason in any one school year. Priority will be given to teachers requesting a second consecutive year of leave for Professional Improvement. A limit of two years for such leave may be granted in any 10 year period to any one teacher. Increment credit will be allowed.

H. Teachers who are officers of the State or National Association's 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.

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 XII

Teacher Evaluation

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

ARTICLE XIII

Retirement

A. Teachers will retire at the end of a school year when a teacher attains the age of 65 years, or at the end of the preceding school year if teacher attains the age 65 during summer vacation. One year extensions for degree teachers holding a valid teaching certificate may be granted in cases of emergency. No teacher shall be employed after completing the year he attains age 65.

ARTICLE XIV

School Functions

A. Faculty Meetings--All meetings called by supervisory personnel shall be held on school time as stated in Article IV, Section 1 and 3. (8:15 to 3:45)

B. Clubs--Clubs are encouraged for the enrichment of the students educational experience.

- 1) All clubs must be approved by the Administration.
- 2) All meetings must be announced through the weekly schedule.
- 3) Sponsorship shall be on a voluntary basis and performed as part of the teaching assignment.
- 4) To insure the best possible participation, time will be allotted during the regular school day and is not to exceed 30 minutes per week unless specifically scheduled in the curriculum. (45 minutes on Friday as determined by the pending schedule)

C. Assemblies, pep-assemblies, group activities, etc., must be placed on the weekly schedule which is to be handed out the last school day of each week.

D. Class Sponsorship and Class meetings--in order to advance the political experience of the student body and to promote school spirit, time shall be allotted each marking period to promote class cohesiveness.

- 1) The weekly activity period will be utilized once each marking period for class meetings.
- 2) Classes are to be governed by the following maximum fund raising activities: a. Seniors (2) B. Juniors (1) c. Grades 7 - 10 (0).
- 3) All fund raising must be with class sponsor and Administration approval.
- 4) Homecoming, Junior-Senior Banquet, and Senior Prom are to be considered integral parts of the school program and are to be conducted as part of the sponsor's schedule.
- 5) Social activities--other social activities such as dances, parties and mixers should be encouraged within the framework of the students age and needs.

The following program will be adhered to:

- 1) Seniors--two social activities
- 2) Juniors--one social activity
- 3) Freshman & Sophomores--two social activities
- 4) 7th & 8th Grades--one social activity

ARTICLE XV

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 re-opened for negotiation, by either party, as proved 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 negotiations meetings the negotiating team of each party shall be present at each session unless mutually agreed upon. It is recognized that no final agreement between the parties may be executed without ratification, 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 ratifications.

D. If the parties fail to reach an agreement to 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 XVI

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 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, which shall make its decision not later than fifteen (15) days after receipt of the grievance.

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 Negotiating Committee shall be held in "private" sessions. Final decisions in bargaining and grievances will be made by the group as a whole at a regular or special session.

E. The Board agrees that the Association Negotiating Team 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 XVII

Protection of Teachers

A. Since the teacher's authority and effectiveness in his classes 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 persons, 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, directly related to official school business, which are ruled in favor of teacher shall not be charged against teacher's leave.

D. The Board will review each individual case regarding loss, damage, or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises, if the damage or injury is due to negligence on part of the school. The employees will be reimbursed.

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 XVIII

Employment of Non-Degree Personnel

A. No new teacher shall be employed by the Board for a regular teaching position, prior to July 1st, who does not have a bachelor's degree in education from an accredited institution provided that a satisfactory candidate is available at the time of hiring.

B. The employment of a holder of a special certificate for a regular teaching position will be permitted only in cases of absolute necessity with preference given to candidates with 90 or more semester hours or a Bachelor's degree, provided that a satisfactory candidate is available.

C. The employment of a holder of a 90-day Substitute certificate for a regular teaching position will be considered only after conditions stated above under A & B have been met and the Association notified prior to the issuance of a contract. Qualifications of this type of applicant should be carefully examined in terms of number of semester hours and previous successful teaching experience.

ARTICLE XIX

New Proposal

Maintenance of Standards

A. All conditions of employment, including teaching hours, extra compensation for work outside regular teaching hours as covered by supplemental pay schedule (see exhibit A) relief periods, leaves, and general working conditions shall be maintained at not less than the highest minimum standards in effect in the district at the time the agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this agreement. This agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein.

B. The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior negotiations with the Association.

C. In any future building program or any additions to existing buildings the Board shall make available for teacher use in each building adequate and separate restroom and lounge facilities. In addition a sick room for students shall be provided in each building.

D. Assigned parking will be provided all professional personnel. In addition present parking facilities will be expanded, improved, and snow removal service provided. The Board should give due consideration to providing permanent parking facilities in any building program.

ARTICLE XX

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 the Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being.

B. The Board recognizes that the N.E.A. Code of Ethics of the Education Profession is considered by the Association and its members 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 or 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, the Association, and the Administration. The Association will use its best efforts to correct breaches of Professional behavior by any teacher and, in appropriate cases, any institute proceedings against the offending teacher.

D. A teacher shall at all times be entitled upon request to have present a representative of his choice from the teacher staff association when he is being

disciplined for infractions of rules or delinquency in professional performance. When said teacher for such representation is made, no action shall be taken with respect to the teacher until such representative is present.

E. No teacher shall be disciplined, reduced in rank or compensation or derived of any professional advantage without just cause. Any such discipline, 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 hereinbefore set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Executive Council of Association, or the Teacher's Legal Counsel.

ARTICLE XXI

New Proposal (Combining Schools)

In the event this district shall be combined with one or more other districts, which makes 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 teaching certificates having the longest service in the district.

ARTICLE XXII

Special Student Program

We believe that students having mental, physical, emotional and motivational problems interfere with the normal instructional program in the regular classroom.

We believe that much too great a portion of the teachers' time is given to attention to discipline and motivation problems at the expense of the instruction of students who are attending school to get all that they can from the experience.

In any future building programs, it is recommended rooms will be added for the purpose of special education.

Until this time, special attention will be given to reducing class size where special students are placed in the regular classroom.

ARTICLE XXIII

Duration of Agreement

This Agreement shall be effective as of July 1, 1967, and shall continue in effect for one (1) year through June 30, 1968. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Board of Education

By John Lipa President

By Donald Kreiner Secretary

By Graham Smith Negotiator

Education Association

By Marguerite Kelly President

By Myrtle Kohn Secretary

By Burl Brown Negotiator

SCHEDULE A

1967-68 SALARY SCHEDULE (+ \$50 INSURANCE)

<u>Experience</u>	<u>Index Factor</u>	<u>B.S.</u>	<u>B.S. + 15</u>	<u>Masters</u>	<u>Masters + 15</u>
0	1.000	5900	6100	6400	6550
1	1.030	6077	6277	6577	6727
2	1.060	6254	6454	6754	6904
3	1.093	6448	6648	6948	7098
4	1.126	6642	6842	7142	7292
5	1.159	6836	7036	7336	7486
6	1.192	7030	7230	7530	7680
7	1.230	7257	7457	7757	7907
8	1.269	7487	7687	7987	8137
9	1.314	7752	7952	8252	8402
10	1.360	8024	8224	8524	8674

A maximum of seven years is allowed for outside experience if gained within the last seven consecutive years. Time out for advance study will be allowed toward consecutive years but not toward experience.

Supplemental Pay

Head Coach-Football & Basketball.....	\$475	Band.....	\$350
Head Coach-Track & Baseball.....	\$300	A.V. Coordinator.....	\$200
Asst. Football.....	\$300	Debate & Forensics.....	\$ 75
JV Football & Basketball Coach.....	\$300	Official Travel.....	\$.10 per mile
JV Baseball.....	\$200	Adult Education.....	\$5.00 hr.
Junior High Basketball (7th & 8th)....	\$150	Drivers Training.....	\$3.50 hr.
Girls Athletics & Cheerleading.....	\$175	Senior Class Sponsor.....	\$125 each
School Play Director.....	\$250	Junior Class Sponsor.....	\$150 each
Teacher Classroom Supervision.....	\$3.00 hr.	Freshmen Sponsor.....	\$ 50 each
Chaperoning, Ticket-taking, Announcing, & Scoring.....	\$3.00 hr.	Sophomore Sponsor.....	\$ 75 each
Yearbook.....	\$250	7th & 8th Grade Sponsor....	\$ 25 each

BROWN CITY COMMUNITY SCHOOLS
SCHOOL CALENDAR
1967-68

Marking Period	1st Week	2nd Week	3rd Week	4th Week	5th Week	6th Week	7th Week	Days in Membership	Days in Session
1st	Aug. 30, 31, 1	<input checked="" type="checkbox"/> 5, 6, 7, 8	11, 12, 13, 14, 15	18, 19, 20, 21, 22	25, 26, 27, 28, 29	Oct. 2, 3, 4, 5, 6	9, 10, 11, 12, 13	33	32
2nd	Oct. 16, 17, 18, 19 <input type="checkbox"/>	23, 24, 25, <input checked="" type="checkbox"/> 26, <input checked="" type="checkbox"/> 27	30, 31, Nov. 1, 2, 3	6, 7, 8, 9, 10	13, 14, 15, 16, 17	20, 21, 22, <input checked="" type="checkbox"/> 23, <input type="checkbox"/>		28	25
3rd	Nov. 27, 28, 29, 30, Dec. 1	4, 5, 6, 7, 8	11, 12, 13, 14, 15	18, 19, 20, <input type="checkbox"/>	<input checked="" type="checkbox"/> 2, 3, 4, 5	8, 9, 10, 11, 12	15, 16, 17, 18, 19	33	32
4th	Jan. 22, 23, 24, 25, 26	29, 30, 31, Feb. 1, 2	5, 6, 7, 8, 9	12, 13, 14, 15, <input checked="" type="checkbox"/>	19, 20, 21, 22, 23	26, 27, 28, 29, Mar. 1		30	29
5th	4, 5, 6, 7, 8	11, 12, 13, 14, 15	18, 19, 20, 21, 22	25, 26, 27, 28, 29	Apr. 1, 2, 3, 4, 5	8, 9, 10, 11, <input type="checkbox"/>		29	29
6th	<input type="checkbox"/> 16, 17, 18, 19	22, 23, 24, 25, 26	29, 30, May 1, 2, 3	6, 7, 8, 9, 10	13, 14, 15, 16, 17	20, 21, 22, 23, 24	27, 28, 29, <input checked="" type="checkbox"/> 31	34	33
Total								187	180

No --- No session, No membership

--- Students out, Membership Counted