

6-30-70

Brown City (11)
Region 11
(Lansing)

1968-70

AGREEMENT

between the

BOARD OF EDUCATION OF THE CITY OF BROWN CITY, MICHIGAN

and the

BROWN CITY EDUCATIONAL ASSOCIATION

Brown City
~~Ann Arbor~~ Bd of Educ.

MEA
1216 KENDALE
E. LANS., MI.
48824

1968

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 representatives 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 covenants, it is hereby agreed as follows:

ARTICLE I

A. The Board 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 (30) days of the beginning of their employment hereunder, teachers shall 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 monthly to the Association. Deductions shall be made from the first pay of each month.

D. So long as a teacher remains on the payroll, the authorized deductions shall be continued yearly unless the teacher notifies the Business Office in writing of his desire to discontinue or to change such authorization. Said notice must be given prior to September 10 of each year.

E. 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 response 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 the 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.

B. The salary schedule is based upon a normal weekly teaching load as hereinafter defined, September 3 to June 6 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 new non-degree teacher with 90 semester hours or more will be compensated at \$300.00 below comparable B. S. Schedule. (See Schedule A) This does not apply to teachers presently in the system which would remain at \$200.00 below B. S. Schedule.

D. Fringe Benefits-Insurance and annuities.

a) Beginning with the 1968-69 school year, the Board will pay single subscriber Blue Cross Health Insurance. This amount may, at the teacher's option be applied as follows: (1) Individual or Family M. E. A. Basic and Major Medical Blue Cross and Blue Shield. (2) Staff Members insured through their spouse may, at their option, have an amount equal to single subscriber insurance added to their gross salary and must pay full

taxes on said amount.

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 supervisory or executive status.

ARTICLE VI Teaching Hours

A. The teacher's normal teaching hours in the school day 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, check out time 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 thirty minutes duty-free uninterrupted lunch periods.

C. 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 the service of a substitute cannot be obtained employee will be compensated (Schedule A).

D. Secondary teachers will be provided a minimum of one preparation period, equal to one class hour, per day. Administration will make every effort to keep class preparations to three per secondary teacher. Any deviation from the standard of three preparations per secondary teacher must be by mutual agreement of the teacher and the Administration.

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 7:00 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 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.

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 major 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 3. This assignment may be changed only by the mutual consent of the teacher and the Superintendent of the School District.

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

E. Actual teacher participation in PTA program will be held at a minimum and two weeks 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 ensuring the 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 legal 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 terms 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 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 be accumulated from year to year to a total of one hundred (100) days, no monetary compensation payable. In cases of probationary teachers who leave the system and have no 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 sick leave shall be to protect faculty personnel and pupils when faculty personnel become ill. Faculty personnel shall be credited with twelve (12) days 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 to a leave of absence shall be held in reserve pending the return of faculty personnel from such a leave.

In case of the return to duty of a teacher who has been absent for more than five (5) 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 with a written statement of sick leave balance at the end of each school year.

C. Personal Leave--Teachers may request three days personal leave not chargeable against sick leave; each of which must be with Administrative approval and must be for purposes of transacting business which cannot be completed at any further time. Also, in the event schools are opened and weather and 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 leaves will be made in the order of receipt and limited to two (2) teachers a day.

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

The day immediately preceeding or the day 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, Brother, Sister, 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 leave shall be granted for the following reasons: (1) Any day which an 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 days 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, in the Superintendent office, 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 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 advanced 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. 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 purposes 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 probation 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 not be obligated to 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.

J. Beginning with this Agreement, July 1, 1968 and continuing for the duration of this Agreement the Brown City Board of Education will expect the transfer of up to 24 days accumulated sick leave.

This sick leave must have been accumulated, in consecutive years, prior to and including 1967-68 school year, and be from the last employing school district only.

ARTICLE XII Teacher Evaluation Tenure Policy

The Tenure Act shall be implemented in the Brown City Community Schools by the following :

- A - The Administration
- B - The Tenure Committee
- C - The Tenure Helper
- D - The Probationary teacher and the Tenure teacher.

A. The Administration shall provide written information regarding :

- (1) The scope of probationary professional assignment.
- (2) The factors on which performance shall be evaluated.
- (3) The aims and objectives of the school districts.
- (4) Source of assistance in improving performance.
- (5) Explanation of the probationary period.
- (6) The Administration shall visit classroom and compile an accumulative evaluation form on each probationary teacher and tenure teacher.
- (7) During the first month of school (fall term) the Principal shall have a meeting with all tenure teachers to reacquaint and inform them on tenure policies of the school.

B. The Tenure Committee :

- (1) This committee shall be appointed by the President of the Brown City Education Association. It shall consist of four members, two of which shall be elected for two years and two for one year. Each year, one for High School and one for Elementary School, shall be added to the Committee to replace two retiring members.

(2) This committee shall meet at least twice a year. Additional meetings may be requested by: (a) the Probationary teacher
(b) the Tenure helper
(c) the Administration

(3) this committee shall appoint a secretary who shall keep the minutes of each meeting and provide a copy of the same to the members and Principal.

(4) During the first month of school (fall term) the Tenure committee members shall hold a meeting with all probationary teachers to go over the personal policies of the school system.

C. The Tenure Helper:

(1) A Tenure helper may be appointed by the Principal to assist the probationary teacher in making a satisfactory adjustment to the system.

(2) A Tenure helper shall meet the following qualifications:

(a) be a Tenure teacher in good standing.

(b) shall be selected by the Principal as soon as possible after employment of the probationary teacher, his selection should meet with the mutual consent of Principal and Tenure helper.

(c) the assignment may be changed later, in the event of dissatisfaction, after reviewed by the Principal and the committee.

(3) Duties of Tenure Helper:

(a) He shall familiarize the newcomer with:

(1) Routines

(2) Professional organizations

(3) School policies, etc.

(b) Acquaint the newcomer with other adult personnel in the school.

(c) Help newcomers become acquainted in the community.

(d) If invited, to sit in on probationary teachers' class for assistance.

(4) At no time should the Tenure Helper assume the position of being a supervisor of classroom work of the probationary teacher, rather he stands in the position of a friendly counselor and helpful advisor.

D. Systematic and comprehensive written evaluation shall be prepared for each Probationary and Tenure teacher by the Principal.

(1) The classroom of the Probationary teacher shall be visited a minimum of 30 consecutive minutes for the purposes of observation and evaluation, a minimum of three times a year.

(2) Within two days a conference between probationary and evaluator shall be held to discuss and evaluate the observations made in the classroom.

(3) The first of these visits shall be scheduled by appointment of not less than one day before visit by the evaluator, and two visits shall be unscheduled.

(4) The evaluation of the Tenure teacher shall be the same as the Probationary teacher, except there shall be a minimum of one visit every two years.

(5) All observations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

(6) Each teacher shall have the right, Upon request, to review the contents of his own Tenure evaluation file.

CONCLUSION :

We believe that Tenure will be of invaluable assistance to :

- (1) Principals in the evaluation of their teaching staffs, as they will have the support and help of their teachers by asking co-operation in the necessary requirements to make a successful teacher in that building.
- (2) Teachers, upon whose shoulders will fall some responsibility for the welfare of their building.
- (3) Superintendents, who will have co-operation from the Tenure Committee and Principals to back him in decision.
- (4) Both Administration and Staff, because it encourages a fine sense of responsibility, fellowship and helpfulness in working together for the improvement of the system.

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 preceeding school year if the teacher attains the age of 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 the age of 65.

ARTICLE XIV

School Functions

A. Faculty Meetings--All meetings called by supervisory personnel shall be held on school time.

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.

C. Assemblies, pep-assemblies, group activities, etc. , Must be on weekly schedule which is to be handed out the last 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) Classes are to be governed by the following maximum fund raising activities : a. Seniors (1) b. Juniors (2) c. Sophomores (2) d. Grades 7-9 (0).
- (2) All fund raising must be with class sponsor and Administrative approval.
- (3) Homecoming, Junior-Senior Prom, and Senior Banquet are to be considered integral parts of the school program and are to be considered as part of the Sponsor's schedule.

(4) Social activities--other school 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--two social activities
- 3) Sophomores--two social activities
- 4) 7th & 8th & 9th grades--one social activity
- (5) Clubs and Classes are to present an agenda to the sponsor and office at least one day before meetings.

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 negotiating by either party, the parties will promptly negotiate for the purpose of reaching an agreement upon a 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 Agreement, 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 system. 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 intimate ratification.

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

ARTICLE XVI Grievance Procedures

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

A. The first step of the grievance procedure is taken formally by the individual employee involved, or a designated employee of the group involved, by submitting a written statement outlining the nature of the grievance to the Building Principal. If a settlement is not reached within 10 days, then the negotiating individual or the group involved and the Professional Negotiation Committee will go to the Superintendent with a formal grievance. If a satisfactory agreement 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 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) school 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 Administration or the Brown City Board of Education shall promptly consider the grievance and give notice of its decision to the individual involved or the group at that step.

D. All negotiating and bargaining between the representatives of the Brown City Board of Education and 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 regular or special sessions.

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 actions taken. Furthermore, the Administration 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.

Any case of assault upon a teacher shall be promptly reported to the Board or its representatives. 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.

B. 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.

C. 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 employee will be reimbursed.

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

E. 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 August 1st, who does not have a Bachelor's Degree from an accredited institution and full certification.

B. The employment of a special for a regular teaching position will be permitted in only cases of absolute necessity and only after conditions stated in Section "A" have been met.

ARTICLE XIX

New Proposals

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 restrooms and lounge facilities. In addition a sick room for students will 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 abuse of sick leave or other leaves, chronic tardiness, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline or the Code of Ethics of the Education Profession shall be promptly reported to the offending teacher, 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, may 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 deprived of any professional advantage without just cause. Any such discipline, or reduction in rank, compensation or advantages, including adverse evaluation or teacher performance asserted by the Board or representative thereof shall be subject to the professional grievance procedure herinbefore 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 (Combined Schools)

In 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 Programs

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 teacher's 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.

We believe in any future building programs, that it is recommended that rooms will be added for the purposes of special education.

ARTICLE XXIII

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

ARTICLE XXIV

Duration of Agreement

This Agreement shall be effective as of July 1, 1968, and shall continue in effect for two (2) years through June 30, 1970. 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 J. Tusa President

by Ronald C. Kreiner Secretary

by Betty C. Munton Negotiator

Education Association

by Wendell Meakin President

by Jeanne Wilson Secretary

by Arthur J. Dardick Negotiator

SUPPLEMENT PAY SCHEDULE (1968-69)

Head Coach--Football or Basketball.....	\$500.00
Head Coach--Track and Baseball.....	\$300.00
JV Football-Basketball.....	\$300.00
JV Baseball.....	\$200.00
Junior High Basketball.....	\$150.00
Cheerleading.....	\$175.00
School Play Director.....	\$250.00
Teacher Classroom Supervisor.....	\$5.00 hr.
Scoring and Chaperoning.....	\$3.00 hr.
Yearbook.....	\$250.00
Band.....	\$350.00
AV Coordinator.....	\$300.00
Debate.....	\$75.00
Forensics.....	\$75.00
Official Travel.....	\$.10 per/m
Adult Education.....	\$5.00 hr.
Drivers Training.....	\$5.00 hr.
Senior Class Sponsor.....	\$125.00
Junior Class Sponsor.....	\$150.00
Sophomore Class Sponsor.....	\$75.00
Freshman Class Sponsor.....	\$50.00
7th & 8th Grade Sponsor.....	\$25.00

1968-69 Salary Schedule

<u>Ex.</u>	<u>Factor</u>	<u>B. S.</u>	<u>B. S. + 15</u>	<u>M. A.</u>	<u>M. A. + 15</u>
0	0.000	6500	6700	7000	7150
1	1.027	6675	6875	7175	7325
2	1.054	6851	7051	7351	7501
3	1.081	7026	7226	7526	7676
4	1.108	7202	7402	7702	7852
5	1.135	7377	7577	7877	8027
6	1.162	7553	7753	8053	8203
7	1.189	7728	7928	8228	8378
8	1.216	7904	8104	8404	8554
9	1.280	8320	8520	8820	8970
10	1.240	8710	8910	9210	9360

PROPOSED SCHOOL CALENDAR 1968-69

September 3	Teacher Orientation
September 4	School Begins
October 24	Teacher Institute (No School)
October 25	Teacher Institute (No School)
November 28	Thanksgiving Vacation
November 29	Thanksgiving Vacation
December 23	Christmas Vacation
January 2	School Resumes
April 4	Good Friday
April 7	Easter Monday
April 8	School Resumes
May 30	Memorial Day
June 2	School Resumes
June 5	Closed for Summer

Total Number of Days in Session-----183

