

6-30-74

Brown City

A G R E E M E N T

between

BROWN CITY BOARD OF EDUCATION

and

BROWN CITY EDUCATION ASSOCIATION

BROWN CITY COMMUNITY SCHOOLS
4290 Second Street
BROWN CITY, MICHIGAN 48416

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY,

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A G R E E M E N T

This Agreement entered into this 21st day of February 1972, by and between the Brown City Board of Education hereinafter referred to as the Board and the Brown City Education Association hereinafter referred to as the Association.

ARTICLE I

RECOGNITION

The Brown City Board of Education recognizes the Brown City Education Association as the representative of all teaching personnel including librarians, but excluding teachers' aides, office clerical employees, supervisory employees and all other employees, for the purpose of collective bargaining. The Association is the exclusive representative of the above described unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

ARTICLE II

BOARD RIGHTS

Subject to the provisions of this Agreement, the Board on its behalf and on behalf of the electors of the district hereby retains and reserves unto itself without limitations all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and the United States, including but without limiting itself to the following:

The management and control of school properties, facilities, grades, courses of instruction, athletic and recreational programs, methods of instruction, materials to be used, the selection, direction, transfer, promotion, demotion, discipline or dismissal of all personnel.

ARTICLE III

NO STRIKE CLAUSE

The Board agrees that so long as this agreement is in effect there shall be no lock-outs. The Association, its officers, representatives, and members covered by this agreement, agree that so long as this agreement is in effect there shall be no strikes, sit-ins, stoppage of work, withholding of services, boycotts, picketing or

any unlawful acts that interfere with the education process in this school district. Any violation of any of the foregoing provision may be made the subject of disciplinary action.

ARTICLE IV

DUES DEDUCTION

All new teachers and members as of 1971-72 school year as a condition of continued employment shall either:

1. Sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association (including the National and Michigan Education Associations) and such authorization shall continue in effect from year to year unless revoked in writing between July 1 and September 1 of a given year, or
2. Cause to be paid to the Association a representative fee equivalent to the dues of the Association (including the National and Michigan Education Associations). In the event the representation fee shall not be paid, the Board, upon receiving a signed statement from the Association indicating the teacher has failed to comply with this condition, shall immediately notify said teacher his services shall be discontinued at the end of the current school year. The refusal of said teacher to contribute fairly to the costs of negotiation and administration of this and subsequent agreements is recognized as just and reasonable cause for termination of employment.
3. The Board agrees that the administration will check off dues hereunder from each covered employee, once each month and remit same once a month to the designated official of the Association, beginning in March of 1972. Non-members as of 1971-72 school year are not covered by this Article, for the 1971-72 school year only.
4. The Association agrees to indemnify and save the Board harmless from any form of liability that may arise out of or by reason of the Board's or system's compliance with the provisions of this Article, including the Board's attorney fees.
5. Decisions on dismissal suits filed by a teacher or teachers concerning the Agency Shop Clause shall be made by the Board.

ARTICLE V
REVIEW COMMITTEE

A review committee will be established. It will be made up of at least the following four (4) members of the Association: President, Elementary Building representatives and a Secondary Building representative with the option of adding additional members as needed. They will meet once a month with at least one representative of the Board and the Superintendent. They will meet to discuss any problem and/or recommendations not presently the subject of any grievance.

ARTICLE VI
EDUCATIONAL IMPROVEMENT

Upon request by either the Board or the Association meetings will be held from time to time for the purpose of improving the selection and use of educational tools and the Board shall undertake to implement all joint decisions thereon made by its representatives and the Association. The Board agrees at all times to keep the schools properly equipped and maintained. Equipment and supplies shall be reasonably accessible to the the staff.

ARTICLE VII
TEACHER EVALUATION

The Administration shall evaluate the performance of probationary and tenure faculty personnel. The results of such evaluation shall be indicated in writing to the faculty person involved. The ultimate decision of retaining a probationary or tenure faculty member rests solely with the Administration and is not subject to any other provision of this Agreement. No formal teacher evaluation prepared by the Administration shall be placed in the teacher's file unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he has read such material by affixing his signature on the actual copy to be filed with the understanding that such signature merely signifies that he has read the material to be filed and such signature does not necessarily indicate agreement with contents. Each teacher shall have the right to add comments to his or her evaluation. Each teacher shall have the opportunity to review the contents of his personal file with the exception of confidential material such as letters of recommendations. Classroom evaluation will be with full knowledge of the teacher.

ARTICLE VIII

TRANSFERS

Transfers from one assignment to another, prior to July 1, will not be made without good cause. The Board will make every effort to keep teachers in their respective assignments. Changes after July 1, will be made only when necessary and only for good cause. The teacher will have three (3) days in which to accept the change in assignment. If the teacher notifies the Board, in writing, within the three (3) days that the change is not satisfactory, the teacher may resign and the Board will accept the teacher's resignation and not consider it a violation of the Teacher Tenure Act. In cases where the Board does transfer teachers, the reasons shall be given in writing to the teacher and to the Association.

ARTICLE IX

CLASS SIZE

The Board shall strive to obtain both equity in class sizes and between classes preserving the 1970-71 average of student to classroom/teacher ratio.

ARTICLE X

FACULTY MEETINGS

Faculty meetings shall be called only when necessary.

ARTICLE XI

USE OF BUILDINGS

The Association shall have the right to use the school buildings for meetings with prior notice and approval.

ARTICLE XII

SCHOOL CLOSINGS

In the event school is closed because of weather or road conditions teachers shall not be required to report. The Board shall notify the teachers via the radio. To inquire about the closing of school teachers may call 346-2781, after 6:30 A.M.

ARTICLE XIII

PARKING FACILITIES

Ample parking facilities near the teachers' assigned classroom shall be provided. The lots shall be kept clear and the Board shall black-top the parking facilities when economically feasible.

ARTICLE XIV
CLERICAL HELP

Each teacher shall be provided with adequate clerical help, to the extent of the ability of the Board to so provide.

ARTICLE XV
CONTRACTS AND SALARY STATEMENTS

Salary statements and tentative made assignments for the coming school year are to be in duplicate with one copy for the teacher, thirty (30) days prior to the end of the school year.

ARTICLE XVI
GRIEVANCE PROCEDURE

A. Definition

1. A grievance shall mean a complaint by a teacher in the bargaining unit or the Association that there has been to him a violation, misinterpretation or inequitable application of a specific provision of this Agreement, except that the term "grievance" shall not apply to any matter as to which a method of review is prescribed by law.

2. As used in this Article, the term "teacher" may mean a group of teachers having the same grievance.

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the teacher and/or the Association to lodge an appeal at the next step of this procedure. Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance, except that all time limits in this Article may be extended by mutual consent.

B. Procedure for handling

1. The teacher who feels that he has a grievance should first take the matter up verbally with the Principal of the school (within five (5) working days following the act or condition which he claims is the basis of his grievance), who will attempt to resolve it with him.

2. If this fails to resolve the grievance, the teacher shall reduce the grievance to writing, specifying the section of the contract he alleges is violated, the events that caused the alleged violation, and the remedy he seeks, and present it to

the Principal within seven (7) days of when he became aware of the act or condition.

3. Within three (3) working days of receipt of the written grievance, the Principal shall attempt to arrange a conference with the view of satisfactorily resolving the grievance. At the time of conference, the teacher may appear personally or he may be represented by the Association representative, or both. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the teachers.

4. Within three (3) working days after such conference the Principal shall answer such grievance in writing.

5. If the grievance is not appealed from the written answer of the Principal within three (3) working days after receipt of such answer, the Principal's decision will be final.

6. If the Association does not accept the Principal's written answer, the grievance may be appealed to the Superintendent of Schools by sending such notice in writing to him within five (5) working days from the date of the Principal's written decision.

If the grievance arises from the action of authority higher than the Principal of a school, the Association may present such grievance at Step 2 of this procedure, without Step 1 thereof.

7. Within five (5) working days of receipt of the written appeal, the Superintendent, or his designated representative, will arrange for a conference to satisfactorily resolve the grievance. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the teachers.

8. Within five (5) working days the Superintendent, or his designated representative, shall answer such grievance in writing.

The decision of the shall be final unless within five (5) working days of receipt of the decision of the Superintendent, the grievant shall invoke the provision of the Arbitration Clause of this Article, by notifying the Superintendent in writing.

If the grievance is not resolved at one of the above steps it may be submitted to advisory arbitration or on the consent of both parties, binding arbitration, before an impartial arbitrator, if one

can be agreed upon by both parties. If an arbitrator is not mutually agreed upon, the dispute shall be submitted to the American Arbitration Association for advisory or binding arbitration.

ARTICLE XVII

PAST PRACTICE

This Agreement shall supersede any rules, regulations, or past practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.

ARTICLE XVIII

SAVINGS CLAUSE

If any provisions of this Agreement or any application of the Agreement to any employees or group of employees shall be found contrary to law as determined by a court of competent jurisdiction then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. The parties will meet within five (5) days, unless mutually extended, to negotiate a new provision.

ARTICLE XIX

LEAVE POLICIES

Section 1. Sick Leave

A. All teachers shall have thirteen (13) days sick leave each school year, credited to them at the beginning of the year, but pro-rated if they leave the school district for any reason prior to the end of the school year, accumulative to 130 days. A written statement of accumulated sick leave shall be given each teacher by October 1, of each year.

B. Sick leave days earned up to a leave of absence shall be held in reserve, pending the return from such leave.

C. Leaves of absence, chargeable against sick leave, shall be granted for the following reasons:

1. A maximum of five days per school year for an illness in the immediate family (spouse, parent, child).

2. A maximum of two (2) days per year when an emergency in the family requires a teacher to make arrangements for necessary medical or nursing care.

D. Extensions on the limits in Part C may be granted by the Superintendent.

E. Any teacher absent on sick leave for five (5) or more consecutive days shall, upon request, present a statement from a physician.

Section 2. Business Leave

A. All teachers shall be granted two (2) days for business which cannot normally be handled outside school hours.

B. Application for such leave shall be made in writing to the Principal of his building a minimum of two (2) days in advance, except in emergency situations, stating the reasons for such absences.

Section 3. Bereavement Leave

A. Each teacher shall be entitled to bereavement leave to attend the funeral, without loss of pay, in accordance with the following schedule:

1. Five (5) days -- spouse, child, parent
2. Three (3) days -- brother, sister, grandparents, parent-in-laws. Additions may be made by the Superintendent.

B. If additional time is needed, application shall be made to the Superintendent who will take into consideration distance to be traveled or other unusual circumstances. Additional time shall be deducted from Sick Leave.

Section 4. Maternity Leave

A. Maternity Leave, without pay, shall be granted, for not less than six (6) months and not more than twelve (12) months, to teachers who have been employed in the school system for at least one year.

B. Requests for such leave shall be filed after a doctor's confirmation of pregnancy and be accompanied by a doctor's certificate. The teacher shall be permitted to teach through the seventh (7th) month of pregnancy, longer if mutually agreed upon.

C. The teacher shall be permitted to return on schedule

anytime within a one year period, if a vacancy is available within the teachers certification. If no vacancies are available, the teacher shall be given the opportunity to fill the first available position within her certification.

D. Upon application by the teacher to the Board, extensions may be granted.

E. No increment credit or use of sick days shall be allowed for maternity leave.

Section 5. Leave Without Pay

A. Leave without pay shall be granted, and increment credit allowed on the salary schedule, for the following:

1. Peace Corps - - up to two (2) years.
2. Exchange teaching (foreign country) - - 1 year maximum
3. Military service - - up to four (4) years.
4. Professional Improvement
 - a. For a period of one school year
 - b. Application shall be submitted on or before May 1st of the preceding school year.
 - c. Graduate program with at least six (6) hours per semester, toward a degree granting program or directly relating to the teaching area.
 - d. Leave is limited to teachers on tenure.
 - e. No more than 2% of the staff shall be granted a leave of absence for this reason in any one school year.
 - f. A teacher shall not be eligible for such leave except once every seven (7) years.
 - g. The teacher shall notify the Superintendent by April 1st preceding the September he wishes to return.

B. Leave without pay shall be granted, and increment credit not allowed on the salary schedule, for the following:

1. Association position - - one (1) year.
2. Serve in an elected public office - - one (1) term.

C. Upon their return from leave in A. or B. the teacher shall be offered the first opening available under their certification.

Section 6. Leave Without Loss of Pay

A. Leave shall be granted, without loss of pay, for the following:

1. Jury Duty - - make-up pay portion.
2. Conferences -- approved in advance by Superintendent.
3. School - connected committees - - approved in advance by Superintendent.

B. Four (4) days shall be allowed each year for use by the Association officers to attend educational meetings, workshops, or committee meetings.

ARTICLE XX

TEACHING HOURS AND ASSIGNMENTS

A. Teachers shall be in their classroom or assigned places by 8:15 A.M. and shall remain until 3:25 P.M.

B. Teachers shall receive a minimum of thirty (30) minutes duty-free lunch period.

C. Secondary teachers shall have a maximum of three (3) class preparations, more if mutually agreed to.

D. Secondary teachers shall receive one (1) preparation period equal to one (1) class period per day or equal to five (5) class periods per week.

E. Except in inclement weather, teachers in Grades 1-6 will be provided with a fifteen (15) minute duty free recess in the morning and a twenty (20) minute duty free recess in the afternoon to the extent of the ability of the Board to so provide. In inclement weather, teachers will supervise their own groups.

In order to maintain proper supervision in Grades 1-6, detention halls will be established. Teachers will assume detention hall supervision as scheduled.

F. Teacher attendance and participation in PTO meetings is encouraged.

ARTICLE XXI

WEEKLY SCHEDULE OF ACTIVITIES

All assemblies or group activities shall be on a weekly schedule, which shall be handed out the last school day of the week preceding the events.

ARTICLE XXII

EXAMINATIONS

The Board shall pay for any medical examinations or tests required by the Board.

ARTICLE XXIII

NEGOTIATIONS

No sooner than ninety (90) days prior to the expiration of this Agreement shall either party give notice to the other party to begin negotiations for the following school year. Within thirty (30) calendar days following such notification, negotiations shall begin.

ARTICLE XXIV

PRINTING OF CONTRACT

The Board and the Association shall agree on the details of printing the contract, and the cost shall be borne equally. One hundred and thirty (130) contracts shall be printed, each teacher presently employed shall receive a copy of the contract. Any new teachers shall be given a copy of this Agreement at the time he signs an individual contract. The Association shall receive twenty-five copies for its use.

ARTICLE XXV

VACANCIES

The Board agrees to appoint the most qualified applicant to fill a position in the bargaining unit. Upon request an applicant presently employed in the system who fails to be appointed to a position shall receive from the Superintendent, in writing, a statement of the areas where he or she failed to meet the qualifications of the person appointed. All other things being equal the teacher presently employed in the system shall be appointed over another applicant. Criteria for determining qualifications shall be: Certification, experience, advance degrees and extra hours, previous success, reason for applying, recommendations, and applicant's major and minor. Notice of vacancies shall be posted at least seven (7) calendar days before filling on a permanent basis.

During the summer and/or vacations the vacancy shall be posted at least ten (10) calendar days from the time of notification of a designated Association representative.

ARTICLE XXVI

COACHING ASSIGNMENTS

Recommendations for coaching assignments are primarily the responsibility of the athletic director. Notifications of assignments shall be made prior to June 1.

ARTICLE XXVII

ADMINISTRATION/TEACHER CONFERENCES

When Administrators have matters to discuss with a teacher (s) pertaining to matters covered in the contract, this shall be done in private, unless the teacher desires an Association representative. The meeting shall be held at a mutually agreeable time.

ARTICLE XXVIII

SUPERVISION DURING PREPARATION PERIODS

Teachers that substitute in another classroom during their preparation period, shall be compensated. This shall be voluntary unless no one else is available.

ARTICLE XXIX

METHOD OF PAYMENT

Teacher's pay shall be in either twenty-one or twenty-six installments. The teachers that select the later method will have the additional option of having the last six payments made on the last day of school or to continue receiving installment payments throughout the summer. Notice to exercise this option must be given no later than May 15th.

ARTICLE XXX

HEALTH INSURANCE

The Board will pay single subscriber Blue Cross health insurance. This amount may, at the teachers option, be applied as follows:

1. Individual or family MEA Basic and Major Medical Blue Cross - 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 XXXI

CALENDAR

The calendar shall have same number os scheduled work days and student session days in 1972-1973 and 1973-1974 school years as they have for the 1971-1972 school year. The parties may meet to agree on the calendar dates.

ARTICLE XXXII

OUTSIDE EXPERIENCE

Up to and including eight (8) years teaching experience, not to be retroactive, shall be allowed on the salary schedule for outside experience.

ARTICLE XXXIII

SALARY SCHEDULES

STEP	1971-1972 Schedule			
	BA	BA+15	MA	MA+15
1	7700	7900	8200	8400
2	8031	8240	8552	8761
3	8362	8580	8904	9122
4	8693	8920	9256	9483
5	9024	9260	9608	9844
6	9355	9600	9906	10205
7	9686	9940	10312	10566
8	10017	10280	10664	10927
9	10348	10620	11016	11288
10	10679	10960	11368	11649
11	11010	11300	11720	12012

1972--1973 Schedule

STEP	BA	BA+15	MA	MA+15
1	7900	8100	8400	8600
2	8240	8448	8761	8970
3	8540	8796	9122	9340
4	8920	9144	9483	9710
5	9260	9492	9844	10080
6	9600	9840	10205	10450
7	9940	10188	10566	10820
8	10280	10536	10927	11190
9	10620	10884	11288	11560
10	10960	11232	11649	11930
11	11300	11580	12010	12300

ARTICLE XXXIV

SUPPLEMENTAL PAY SCHEDULE

Head Coach --- Football or Basketball	\$650.00
Head Coach --- Track and Baseball	\$350.00
JV Football - Basketball	\$350.00
JV Baseball	\$200.00
Assistant Football	\$350.00
9th Grade Basketball	\$350.00
8th Grade Basketball	\$175.00
7th Grade Basketball	\$175.00
Girls Basketball	\$225.00
Cheerleading	\$200.00
School Play Director	\$275.00
Yearbook	\$250.00
Band	\$400.00
AV Coordinator	\$350.00
Debate	\$75.00
Forensics	\$75.00
Drivers Training	\$5.00 per hour
Senior Class Sponsor each	\$125.00
Junior Class Sponsor each	\$175.00
Sophomore Class Sponsor each	\$75.00
Freshmen Class Sponsor each	\$75.00
7th & 8th Grade Sponsor each	\$50.00

The assignment and/or retaining of an individual in any of the above positions is completely at the discretion of the Board of Education and not subject to any other provision of this Agreement.

Teacher Classroom Supervision	\$5.00 per hour
Scoring and Chaperoning	\$3.00 per hour
Official Travel	\$.10 per mile
Adult Education	\$5.00 per hour

These figures are minimums. The Board after receiving recommendations of the BCEA may increase the amount paid.

ARTICLE XXXV

DURATION

This Contract shall be effective as of the date when both Parties have ratified it, unless otherwise noted and shall continue in full force and effect until June 30, 1974.

The salary provision for 1971-1972 school year shall be retro-active to the beginning of the school year if permitted by law.

The only Articles to be opened for negotiations for the 1973-74 school year shall be Article XXX and Article XXXIII, Health Insurance and Salary Schedule.

BROWN CITY BOARD OF EDUCATION

BROWN CITY EDUCATION ASSOCIATION

Dated: _____