

# INDEX

<u>Title</u>	<u>Article Number</u>	<u>Page Number</u>
Scope of Personnel Covered	I.	
Teacher Rights	II.	
Professional Compensation	III.	
Teaching Hours	IV.	
Teaching Loads and Assignments	V.	
Teaching Conditions	<del>VI.</del>	
Vacancies and Promotions	<del>VII.</del> VI	
Leave Pay	<del>VIII.</del> VII	
Leaves of Absence	<del>IX.</del> VIII	
Teacher Evaluation	<del>X.</del> IX	
Protection of Teachers	<del>XI.</del> X	
Grievance Negotiation Procedure	<del>XII.</del> XI	
Miscellaneous Provisions	<del>XIII.</del> XII	
Management Rights	<del>XIV.</del> XIII	
Necessary Approvals	<del>XV.</del> XIV	
Duration of Agreement	<del>XVI.</del> XV	



This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_  
1966 by and between the Buchanan Public Schools Board of  
Education of Berrien County District 61, Michigan, hereinafter  
called the "Board", and the Buchanan Education Association,  
hereinafter called the "Association."

WITNESSETH

WHEREAS the Board and the Association recognize and  
declare that providing a quality education for the children  
of Buchanan is their mutual aim and that the character of  
such education depends to a great extent upon the quality  
and morale of the teaching service; and

WHEREAS the members of the teaching profession are  
particularly qualified to assist and cooperate with the  
school authorities at the latter's request in formulating  
policies and programs designed to improve educational  
standards; and

WHEREAS Act 379 of the Michigan Public Acts of 1965  
requires a public employer to bargain collectively with the  
duly designated exclusive representative of all the public  
employees in a unit appropriate for such purposes with re-  
spect to wages, hours and other terms and conditions of  
employment; and

WHEREAS the Board has recognized the Association as the  
exclusive bargaining representative as defined in Section II  
of said Act for all teachers of the Buchanan Public Schools;  
and



WHEREAS the parties hereto, following extended and deliberate professional negotiations, have reached the understandings and agreements hereinafter set forth.

now, Therefore, in consideration of the following nutual covenants, it is hereby agreed as follows:



## ARTICLE I

### Scope of Personnel Covered

A. This agreement applies to and covers all professional personnel employed or to be employed by the Board including personnel on tenure, probation and on per diem appointments, classroom teachers, guidance counselors, librarians, school nurses, school psychologists, social workers, speech and hearing therapists, visiting teachers, advising or critic teachers, teachers of the housebound or hospitalized and attendance or truant officers (whether or not assigned to a public school building) but excluding supervisory and executive personnel, office and clerical employees and transportation, maintenance and custodial employees; provided, however, nothing herein contained is intended to or shall in any way relate to the wages or salaries of those in the employ of other public bodies but assigned from time to time to the Buchanan Public Schools and provided further, that twelve month professional personnel are covered by the terms of this agreement only insofar as their responsibilities occur during the regular school year. The term "teacher" when used hereinafter in this agreement shall refer to all professional employees represented by the Association in the bargaining or negotiating unit and reference to male teachers shall include female teachers.



B. The Board to the extent it may lawfully so do, agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

C. The Board agrees to honor during the term of this agreement, unless sooner cancelled or withdrawn, assignments by the professional personnel covered hereby, when and after delivered to the administrative representative of the Board, authorizing deduction of membership dues of the Association and also the dues of the National Education Association and the Michigan Education Association from the regular salaries of all such personnel. Such sums so deducted for dues of said associations shall be remitted to their respective treasurers within thirty days after the deduction is made. Membership in any one or more of said associations shall not, however, be required as a condition of employment.

## ARTICLE II

A. The Board hereby recognizes the right granted under and pursuant to Act 379 of the Public Acts of 1965 to every employee of the Board to freely organize, join and support the organization of his or her choice for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection and 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 and other laws and regulations.



B. The Association and its members shall have the right to use school building facilities at reasonable hours other than pupil school hours or during school functions for meetings upon approval of the School Administration. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Designated bulletin boards, administrative bulletins and, upon approval of the School Administration, other school established media of communication shall be made available to the Association and its members provided material so published or displayed is consistent with the Association's code of ethics.

C. The Board will promptly make available to the Association upon its reasonable request any and all available information, statistics and records relevant to negotiation with respect to wages, hours and other terms and conditions of employment or necessary for the proper enforcement of the terms of this agreement provided, however, the Board shall not be required to prematurely release tentative figures or studies.

### 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 this Agreement. Such salary schedules shall remain in effect during the term of this Agreement.



B. The salary schedule is based upon a normal weekly teaching load during normal teaching hours, as hereinafter defined. Individual teacher contracts shall call for thirty eight calendar weeks beginning, September 1, 1966 and ending June 9, 1967

C. Teachers shall not be required to report for more than two days prior to the beginning of classes.

D. The following legal holidays shall be observed and all schools closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day.

E. A teacher engaged during school hours in negotiating in behalf of the Association with any representative of the Board or participating in any grievance negotiation concerning professional personnel shall be released from regular duties without loss of salary provided, however, that it is understood and agreed by the parties hereto that all such activities shall be restricted to after school hours except upon mutual agreement from time to time between the Board's administrative representative and the Association.

F. A teacher shall be released from regular duties without loss of salary at least two days each year for the purpose of participating in area or regional meetings of the Michigan Education Association.



## ARTICLE IV

### Teaching Hours

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

- |                                                       |           |
|-------------------------------------------------------|-----------|
| (1) Teachers check in no later than                   | 7:45 a.m. |
| (2) Teachers at assigned place of duty not later than | 8:00 a.m. |
| (3) Teachers shall leave school no earlier than       | 3:45 p.m. |

B. The teacher's normal teaching hours in the elementary schools shall be as follows:

- (1) Teachers shall be at assigned place of duty no later than 8:00 a.m.
- (2) Teachers are to return to their classrooms after noon dismissal 12:50 p.m.
- (3) Unless permission is granted by principal, teachers shall leave school no earlier than 4:00 p.m.

C. Effective not later than October 1, 1966, all teachers shall be entitled to a duty-free lunch period except those who have agreed to noon-hour supervision for such remuneration as the Board may agree individually with them to pay. The Board agrees to relieve teachers of safety patrol supervision and also of bus loading and unloading supervision outside of class hours.

## ARTICLE V

### Teaching Loads and Assignments

A. The normal weekly teaching load in the secondary school will be 25 class hours including any assigned study period and 5 unassigned preparation hours. The normal weekly teaching load in the elementary schools will be 28 teaching hours.



B. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals as soon as practicable. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such change. Also every effort will be made to minimize transfers. However, teachers shall be subject to assignment and transfer at the discretion of the Superintendent of Schools of this District.



ARTICLE VII

Vacancies and Promotions

A. Whenever any vacancy in any professional position in the district shall occur, the administration shall publicize the same by giving written notice of such vacancy to the Association by appropriate posting in every school building. Any teacher may apply for such vacancy.



## ARTICLE VII~~Z~~

### Leave Pay

#### A. Sick Leave

- (1) Sick leave shall consist of a total of ten school days per school year.
- (2) Annual sick leave shall be cumulative to and including seventy-five school days. It is understood that this time be used for personal illness, absence due to serious illness of a member in the immediate family, death of such member, or family emergency. This maximum may be used periodically or consecutively as circumstances may demand.
- (3) At the end of the school term accumulated days will be adjusted by deducting the days used and adding the ten days earned during the year, but in no case shall the new accumulated total exceed the maximum of seventy-five days.
- (4) After an absence due to illness the teacher may be required to have a clearance certificate signed by a physician stating the nature of the illness and that the teacher is able to return to work. After an absence of five days of continuous illness a physicians certificate of health may be required.
- (5) Regular teachers having consumed their maximum accumulated sick leave allotted them shall receive as pay the difference between the contractual salary and that paid to a substitute teacher for a period not to exceed thirty days.
- (6) Pregnancy related sick leave may be granted at the discretion of the superintendent.

#### B. Absences other than Illness

- (1) A maximum of three school days per school year in addition to ten days annual sick leave shall be allowed for inter-school visiting, intra-school visiting, professional meetings and conventions, according to the individual's need of affiliation. It shall be understood, however, that any member of the faculty officially designated by the school administration to attend a meeting or convention sponsored by an educational or professional



organization shall be allowed all reasonable expenses. The time thus used shall not be considered part of the regular three-day allowance, and no deduction from salary shall be made for such absence. Any teacher wishing to use the above three days or any part of same should make arrangements with the administration in plenty of time to arrange for a substitute, etc.

- (2) This three-day allowance shall not be cumulative in any way.
- (3) Any half-day absence due to legitimate causes cited in the above paragraphs shall be considered a portion of this three day allowance.
- (4) The aforementioned paragraphs do not apply to such meetings as MEA, Regional, BEA or any others which all teachers are required to attend.
- (5) One day leave without deduction, shall be granted each year for personal business. The teacher will make necessary arrangements beforehand.

#### ARTICLE ~~IX~~ VIII

##### Leaves of Absence

A. Leaves of absence without pay may be granted by the Board.

The regular salary increment occurring during such leaves of absence shall be allowed.

B. Leave of absence will be granted to any tenure teacher who joins the Peace Corps as a full-time participant in such program. The regular salary increment occurring during such leave of absence shall be allowed.

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



D. Military leaves of absence shall be granted to any teacher who shall enter military service in any branch of the armed forces of the United States.

Teachers on military leave shall be given the benefit of any increments and sick leave allowances which would have been credited to them had they remained in active service to the school system.

#### ARTICLE X

##### Teacher Evaluation

A. All monitoring or observation of the work performance of a teacher shall be conducted openly.

B. Each teacher shall have the right upon request to review the contents of his own personnel file. An official representative of the Association may be requested to accompany the teacher in such review.



## Article X

### Protection of Teachers

- A. The Board recognizes its responsibility to give all reasonable support and assistance to Teachers with respect to the maintenance of control and discipline in the classroom.
- B. Any case of assault upon a Teacher shall be promptly reported to the Board or its designated representative.
- C. Any significant complaints made to the school authorities by a parent of a student directed toward a Teacher shall be promptly called to the Teacher's attention.



~~C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense.~~

~~D. Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher.~~

~~E. The Board will reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises. If a teacher is injured while in the line of duty, free medical, surgical, or hospital care will be furnished by the Board.~~

OK ~~F. Any significant complaints made to the school authorities by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.~~

#### ARTICLE XII XI

##### Grievance Negotiation Procedure Concerning Professional Personnel

A. No grievances of any kind shall be filed and processed hereunder beyond the decision of the Board except matters involving the interpretation and application of the express provisions of this Agreement unless otherwise provided by law.

However, any teacher who believes he or she has legitimate grounds for complaint of any nature even though the complaint may not involve the interpretation and application of the express provisions of this Agreement may present such complaint as a grievance hereunder, either in person or through the Association, subject to the condition that the decision of the Board shall be final.

But nothing herein contained is intended to or shall deny or restrict any person covered by this Agreement from exercising rights or seeking redress under any applicable law in the manner provided and pursuant to the procedures provided under such law, including, among others, any rights to an individual teacher under and by virtue of Section II of Act 379 of the Michigan Public Acts of 1965 reading as follows:



"Section 11. Representatives designated or selected for purposes of collective bargaining by the majority of the public employees in a unit appropriate for such purposes, shall be the exclusive representatives of all the public employees in such unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment, and shall be so recognized by the public employer: Provided, That any individual employees at any time may present grievances to his employer and have the grievances adjusted, without intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of a collective bargaining contract or agreement then in effect, provided that the bargaining representative has been given opportunity to be present at such adjustment."

B. Any grievance, formal or informal, presented by the Association or by a teacher individually shall be negotiated first with the supervisory and administrative officers of the school. If the Association or the individual is not satisfied with the result of such negotiations, the matter may be referred in writing to the Board through its Secretary or other representative designated by the Board. As to all grievances not concerning matters involving the interpretation and application of the express provisions of this Agreement, the decision of the Board shall be final unless otherwise provided by law. But if the decision of the Board is not satisfactory to the Association with respect to a grievance involving the interpretation and application of the express provisions of this Agreement, nothing herein contained is intended to or shall prevent the Association from processing such grievance in accordance with the procedures prescribed by any applicable law. The Board, however, reserves all rights granted to it under any such law or laws as to procedure and appeal and hereby makes no agreement as to submission of any such grievance to arbitration.



## ARTICLE XII/

### Miscellaneous Provisions

#### A. Salary Payments

- (1) Salary payments will be made on the 15th and last day of each month during the year, the first of which will be on September 15 of the school year for which the contract is in force. Income tax and retirement deductions are made from each check; hospitalization once a month. Tax-sheltered annuity deductions may be once or twice a month as requested.
- (2) Pay dates occurring during a vacation period or on a week end during the school year will be paid on the last day of school preceding the beginning of the vacation or week end period, if feasible.
- (3) If a teacher for any reason terminates his or her service during the school year, a lump sum settlement of the difference between the amount paid on the regular contractual plan of 24 pay dates and the school year of thirty-eight (38) weeks will be paid.
- (4) Teachers wishing a lump sum payment at the end of the school year must make application to the Superintendent by May 1.

#### B. Retirement

- (1) Any teacher reaching 65 years of age who desires to continue teaching in the Buchanan Public School system shall show evidence yearly that he is in good physical condition on health examination forms provided by the Board of Education.
- (2) At the discretion of the Board of Education, and upon recommendation of the Superintendent, employment until the age of seventy years is permissive on a yearly basis.
- (3) Retirement is mandatory at the end of the fiscal year in which the 70th birthday occurs.



C. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.

D. Copies of this Agreement shall be furnished by the Board to all teachers now employed or hereafter employed during the term of this Agreement.



ARTICLE XIV ~~XIII~~

Management Rights

The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees;
2. To hire all teachers 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 assign, promote and transfer all such teachers;
3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials and the use of teaching aids of every kind and nature;
5. To determine class schedules and, except as otherwise herein agreed, the hours of instruction and the duties of teachers with respect thereto and the terms and conditions of employment.

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

ARTICLE XV ~~XIV~~

Necessary Approvals

It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Association.



ARTICLE ~~XVI~~ XV

Duration of Agreement

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

BOARD OF EDUCATION

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its Secretary

BUCHANAN EDUCATION ASSOCIATION

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its Secretary



\* SCHEDULE A

I. The following shall be the schedule of basic teacher salaries

Yearly Step	Index	Bachelor's Degree	Index	Master's Degree	Hours beyond Bachelor's Hours beyond Master's
1	1.00	<del>1.00</del> 5200 <del>5200</del>	Index is same as bachelor's plus \$300.-	<del>5600</del> 5500	See Appendix, Section III
2	1.03	<del>1.04</del> 5356 <del>5408</del>		<del>5808</del> 5656	
3	1.06	<del>1.08</del> 5512 <del>5616</del>		<del>6016</del> 5812	
4	1.09	<del>1.13</del> 5668 <del>5876</del>		<del>6276</del> 5968	
5	1.13	<del>1.18</del> 5876 <del>6136</del>		<del>6536</del> 6176	
6	1.17	<del>1.23</del> 6084 <del>6396</del>		<del>6796</del> 6384	
7	1.21	<del>1.28</del> 6292 <del>6656</del>		<del>7056</del> 6592	
8	1.25	<del>1.33</del> 6500 <del>6916</del>		<del>7316</del> 6800	
9	1.29	<del>1.38</del> 6708 <del>7176</del>		<del>7576</del> 7008	
10	1.33	<del>1.42</del> 6916 <del>7384</del>		<del>7784</del> 7216	
11	1.37	<del>1.46</del> 7124 <del>7592</del>		<del>7992</del> 7424	
12	1.41	<del>1.50</del> 7332 <del>7800</del>		<del>8200</del> 7632	
13	1.45	<del>1.54</del> 7540 <del>8008</del>		<del>8408</del> 7840	
14	1.49	.		8048	

(Proposed schedule submitted to the Buchanan Ed. Assoc. for approval on February 3, 1966)

Presented in the suggested format for inclusion in the contract



II. Credit on the Buchanan Salary Schedule will be allowed to those presenting satisfactory prior experience to a maximum of eight years. Those with eight or more years of prior experience will begin on the ninth year on the regular schedule. Credit on the salary schedule may be given at the discretion of the Board of Education up to a Maximum of two years for related military, Peace Corps, Business, or educational experience.

III. Credits (beyond the ten semester hours or fifteen term hours necessary to obtain a permanent certificate) toward a master's degree in courses approved by the Superintendent shall be paid increments of \$12 per semester hour and \$8 per term hour. An additional sixty dollars will be paid the recipient of a Master's degree. Increments totaling \$200 may be obtained beyond the Master's degree. The recipient of a Specialist in Education degree will receive an additional \$200 beyond a Master's degree; the recipient of a Doctor's degree will receive an additional \$400 beyond the Master's. The maximum increment beyond a Bachelor's degree shall be \$700.

Increment for advanced credits beyond the Master's degree will be granted, subject to the following provisions:

- a. The credits can be reasonably expected to contribute toward the teacher's effectiveness in his present assignment.
- b. The teacher shall make application to the Superintendent for acceptance of these credits.
- c. The Superintendent will make use of the same criteria for judging the appropriateness of these credits as is used in approving subsequent work.



IV. The Board may, upon recommendation of the administration, grant compensation above the regular schedule to teachers whose services justify such recognition.

V. The Board may, in cases where renewal of contract seems justified but decided improvement in teaching services needs to be made, withhold the annual increment for one year, provided notice is given sixty days prior to the close of the school year.

VI. Additional salary payments of \$50 to 12% of base pay will be made to teachers supervising school activities beyond normal classroom load. If the teaching load is less than normal, payments for extra-curricular activities will be reduced proportionately.

VII. Whenever an extra class is assigned, it shall be compensated for as follows: \$650 or 10% of base salary whichever is larger.

VIII. Increments become effective September 1 of each year and advancement under the salary schedule shall be automatic as of September 1 or February 1 following completion of required academic or professional courses. Summer credits earned become effective September 1. However, the teacher must sign a statement prior to the first pay date specifying credits earned.



XIX. In addition to the basic teacher salary as provided in the foregoing, there shall be paid the following further sums:

Head Football Coach	\$600 or 12% of base whichever is higher
Assistant Football Coach	\$350.00
Reserve Football Coach (2)	\$300
Freshman Football Coach (2)	\$250
Head Basketball Coach	\$600 or 12% of base whichever is higher
Assistant Basketball Coach	\$350
Freshman Basketball Coach	\$250
Junior High Basketball Coach (2)	\$200
Athletic Director	\$500
Head Baseball Coach	\$350
Assistant Baseball Coach	\$250
Head Track Coach	\$350
Assistant Track Coach	\$200
Golf	\$300
Tennis	\$300
Wrestling	\$350
Elementary Physical Education	\$200
Pines	\$300
G.A.A.	\$300
Band Director	\$300
Assistant Director	\$200
Orchestra Director	\$200



Debate	\$200
Buckhorn	\$200
Junior Play	\$125
Senior Play	\$125
Senior Advisor	\$100
Director of Tests and Measure- ments	\$350
Electronics Club	\$150
Audio-Visual	\$250
Co-Ordinator, Trade	\$200
Co-Ordinator, Commercial	\$200
Student Council	\$200
Usher Club	\$100
Future Teachers	\$100
Adult Education	\$175
Junior Class Sponsor	\$ 75
Forensics	\$100
Junior High School Drama	\$ 75
Junior High Paper	\$ 50
Vocal Music	\$250
Future Homemakers Association	\$ 75
Intramurals	\$200
Athletic event duty (selling tickets, etc.)	\$5.00 per event, minimum

X. Substitute teachers will be paid at the rate of \$18 per day except for the following:

- a. Elementary substitutes, teaching one-half day, a.m. or p.m., shall be paid \$9 per each half-day.
- b. Secondary substitutes teaching in the a.m. only shall be paid \$10.00, unless all four a.m. periods are taught, in which case the pay will be \$12. A secondary substitute teaching only in the p.m. shall be paid \$8.
- c. When a substitute's assignment extends beyond thirty (30) consecutive school days in the same position, the regular salary schedule will apply beginning the thirty-first day.



6/30/67  
66-67

MEA  
1216 KENDALE  
E. Lansing. M. 48823  
~~PROPOSED~~

AGREEMENT BETWEEN THE BUCHANAN  
PUBLIC SCHOOLS BOARD OF EDUCATION AND  
THE BUCHANAN EDUCATION ASSOCIATION

May 3, 1966

To: M.E.A.

From: T.B. Kingsbury, Chm. B.E.A. Negotiating Team.

This agreement, as marked, has been accepted by The Board & Association negotiators but not by either parent group. It is sent for MEA checking. Please return as soon as possible.

Sincerely,

THOMAS B. KINGSBURY  
608 POLIS ST.  
BUCHANAN, MICH. 49107

T.B. Kingsbury

Buchanan Bd of Ed.