

1966-68

PROPOSED EDUCATION ASSOCIATION AGREEMENT

48640

This Agreement entered into this _____ day of _____, 1966, by and between the Bullock Creek School District, Midland, Michigan, hereinafter called the "Employer" and the Bullock Creek Teachers Club subsequently called the Bullock Creek Education Association, hereinafter called the "Association."

PREAMBLE

WHEREAS The Employer and the Association recognizes and declares that providing a quality education for the children of the Bullock Creek School District is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service.

WHEREAS The Employer has a statutory obligation when requested in accordance with Act 379 of the Michigan Public Acts of 1965 hereinafter called "Act 379" to bargain with the Association as the representative of its teaching personnel with respect to wages, hours of employment, and/or conditions of employment.

THEREFORE, IT IS HEREBY AGREED as follows:

Bullock Creek School District
Bullock Creek Education Association

M.E.A.

1216 KENDALE

E. LANS., MI.

48824

ARTICLE I

RECOGNITION

A. The Employer has recognized the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, for all certified teaching personnel under contract excluding: Superintendent, Assistant Superintendent, Principal, Assistant Principal, Counselor-Coordinator, Department Heads, Director of Cafeteria, and Director of Transportation.

The term "Teacher" when used hereinafter in this Agreement shall refer to all employees represented in the "bargaining unit" as above defined, and references to male teachers shall include female teachers.

B. The Employer agrees to negotiate in accordance with Act 379.

C. Within 30 days after the first day of school, Teachers may sign and deliver to the Employer an assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association) upon such condition as the Association shall establish. Such sum shall be deducted as dues from the regular salaries of Teachers who sign authorization request and remit no more frequently than bi-weekly to the Association.

D. Nothing contained herein shall be construed to deny or restrict to any Teacher or Employer the rights they may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to Teachers hereunder shall not be deemed to limit any rights which any Teacher would have in absence of this Agreement.

ARTICLE II

TEACHERS RIGHTS

A. The Employer agrees to comply with all aspects of Teachers rights as stated in Act 379.

B. The Employer specifically recognizes the right of its Teachers to appropriately refer to the State Labor Mediation Board hereinafter called "Mediation Board" any grievance as provided under Act 379 or follow grievance procedures appearing hereinafter.

C. The Association and its members may schedule the use of school building facilities for its meetings. 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 in faculty area and other established media of communication and use of equipment such as duplicator shall be made available to the Association and its members. (Buildings and equipment use to be scheduled by Building Principal.)

D. The Employer agrees to furnish to the Association in response to reasonable requests from time to time information concerning the financial resources of the District and any other information which is a matter of public record.

ARTICLE III

TEACHING HOURS

A. The normal school day for Teachers shall be fifteen minutes before classes convene and fifteen minutes after school dismisses, at which time the Teachers shall be at their assigned place of duty.

To permit some flexibility in scheduling student supervision and transportation, deviation may be permitted in the clock time but total time before and after school shall not exceed 2 1/2 hours per week per Teacher. Kindergarten Teachers hours shall be set by the principal and must conform with the 2 1/2 hours per week.

Teachers meetings, and committee work should take precedence but should not continue beyond 4:30 P.M. and not more than one meeting shall be scheduled in one day. Teachers must be notified in writing two working days before all such meetings. Emergency meetings without such notice may be held when Administration feels it is necessary.

B. All Teachers are to be granted a duty-free lunch period of 30 minutes subject to schedule by the principal. (Inclement weather being the exception at elementary level.)

C. Elementary Teachers will not be required to be in the classroom when special Teachers in music, physical education and art are taking over their classes - the intent of which is to give approximately 60 minutes relief time per week to elementary Teachers.

Special Teachers in elementary music, physical education and art shall be entitled to the same release time as specified in Item C.

ARTICLE IV

TEACHING LOAD AND ASSIGNMENTS

A. The normal weekly load in jr-sr high on a seven period day will be 35 periods -five of which will be conference periods normally in assigned rooms and five of which will be assigned duties other than classroom instruction.

B. The normal teaching load in the elementary school shall consist of a maximum of 27 1/2 clock hours per week with the length of period and frequency of recitation to be determined by the Teacher and principal.

C. The principal will have final responsibility in all scheduling at both elementary and secondary levels.

D. Teachers who will be affected by a change in grade or building assignment 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 preferably by June 1st and no later than July 15th. 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.

To permit the Employer latitude to consider resignation, emergency re-scheduling will be permitted if loss or inavailability of personnel creates the emergency.

E. It is agreed that the pupil-teacher ratio shall be calculated on the ratio of classroom Teachers to total students and this ratio shall not exceed 30 to 1.

F. It is further agreed that distribution of students in classes shall be as nearly equitable as distribution of students in the District, characteristics of the classes or subjects, and student selectivity will permit without deterring student welfare, administrative responsibility and effectiveness.

ARTICLE V

VACANCIES AND PROMOTIONS

A. When a teaching position or positions are vacated in the system, current employees will be given initial consideration for such position or positions.

B. When vacancies are known and assignments ascertained, such vacancies and assignments shall be posted at least two school days during the school year before applications are considered for such vacancies (emergencies excepted). This includes the initial vacancy -not vacancy created by transfer.

C. Teachers who wish a change in assignment should make their wishes known in writing to the Superintendent in the month of November for the following school year.

ARTICLE VI

TRANSFERS

A. Any Teacher who shall be appointed to a supervisory position and shall later return to a teaching status shall retain his rights under the Teacher Tenure Act.

B. Teachers desiring transfers of building shall notify his immediate supervisor and submit his formal written request to the Superintendent.

C. Disposition of the request for transfer will be made known in writing by Superintendent to the supervisor and Teacher within a reasonable length of time.

D. Teachers will be counseled, upon request, regarding academic qualifications for any position.

ARTICLE VII

LEAVES, ABSENCES AND VACATIONS

A. Maternity Leave

An employee shall terminate her duties no later than the end of the fifth month of pregnancy unless Employer permits her to work after the fifth month. Notification of pregnancy shall be filed immediately after pregnancy is determined. Absences due to pregnancy are not applicable on sick leave.

B. Military Leave

Teachers taken from active teaching duties by military conscription shall be allowed service time not to exceed four years and salary shall be determined on the scale accordingly. (If he has been certified then drafted, two years must be allowed on schedule providing he returns to Bullock Creek on and before the September following his discharge.)

C. Personal Absences

Such will be 10 days per year -cumulative to 30. Refer to Item F.

D. Emergency Absences

Emergency leave not to exceed a total of three days per year may be granted by the Superintendent of Schools for the following reasons: illness in the immediate family, death in the immediate family, required appearances in court which involves no moral turpitude on the part of the employee, or quarantine. Immediate family should be interpreted as mother, mother-in-law, father, father-in-law, husband, wife, child, sister, brother, or any other member of the family unit living in the same household no matter what degree of relationship. Emergency leave is not accumulative.

E. Professional Organizations

Teachers shall be granted two days release time to attend the regular regional meeting of the professional organization of their choice. Teachers not attending meeting shall report to school authorities for assignment.

Attendance at other conferences, conventions, etc. may be requested from his immediate supervisor and must be approved by that supervisor and the Superintendent of Schools.

F. Sick Leave Information

Years Served	Days Maximum Accumulative	Days Non-Accumulative Longevity Benefit
1	10	
2	20	
3	30	
4	30	
5	30	
6	30	
7	30	
8	30	10
9	30	
10	30	
11	30	
12	30	
13	30	20
14	30	
15	30	
16	30	
17	30	
18	30	30
19	30	
20	30	

1. Longevity benefits guarantee an amount equal to and not exceeding the gross pay of the employee for such period of longevity they utilize. That is, the school district would supplement Workmens' Compensation, loss of pay insurance, etc. to equal the gross pay the employee would have received were they not absent.
2. Accumulation of sick leave must be used before longevity sick leave.
3. Longevity sick leave for which the employee is eligible may be used over a five-year period in the amount desirable and necessary in the five-year interval.
4. Should an employee have used all eligible benefits after 29 years of service the Board of Education will consider the merit of further benefits.
5. This does not cover on-the-job injuries; such injuries are covered in School Board Policy plus longevity benefits.

Addition to the above policy shall be as follows:

Religious Holy Holiday

A faculty member who wishes to be absent on a Holy day may request absence in writing from principal one week in advance, and will be granted one such day per year without loss of pay.

Personal Business

One day shall be allowed as emergency leave upon written request and approval of principal. (This includes job interviewing only if it be for professional advancement position-wise.)

Jury Duty

Faculty personnel shall be allowed to be absent when called for jury duty. The faculty member may use emergency leave for this purpose.

Vacations

All professional school personnel will be entitled to vacation periods in accordance with the vacation periods of the school calendar.

BULLOCK CREEK SCHOOLS
ABSENCE FROM SERVICE VOUCHER

I was absent from my regular position with the Bullock Creek Schools on the following date:

For the following reason: (Check)

_____ 1. Personal illness or quarantine. Board of Education may require a doctor's statement in writing.

_____ 2. Serious illness or death in the immediate family, interpreted to mean father, father-in-law, mother, mother-in-law, brother, sister, husband, wife or child. Not more than three days may be used in any one year without consent of the Board of Education. (State relationship below, under circumstances.)

_____ 3. For reasons not listed above, pay will be withheld.

Describe circumstances of absence: _____

Signed _____

This is to certify that to the best of my knowledge the above statement is true.

(Principal or Supervisor)

I question the above statement and suggest that it be investigated.

(Principal or Supervisor)

Salary deductions will be made unless employee notified his supervisor of his inability to report in ample time for necessary arrangement to be made for a substitute. The principal or supervisor will note below if this was not done. Ample time is seven o'clock in the morning of the day absent or the day before whenever possible.

This form must be filed with the Superintendent at least five days prior to the pay day to be considered. If this form is not filed, pay will be automatically withheld. All personnel must fill out an 'Absence from Service Voucher' in order to be compensated for time off.

ARTICLE VIII

TEACHER EVALUATION

Shall be as follows:

The purpose of evaluation shall be to improve the quality of instruction. The principals, Teachers and staff have completed an instrument for the purpose of comparing and making an honest appraisal of strength and weaknesses of various Teachers - this will be for all Teachers. In a case where a Teacher is eligible for professional status, the principal will present his final evaluation to the Superintendent, who in turn will present the same to the Board with a recommendation to place the person on tenure. In case a Teacher is not recommended for tenure or is recommended for dismissal because of his evaluation, or failure to comply with the items necessary to improve instruction as determined by the principal, the Teacher may appeal to the Superintendent. The Superintendent may make his own investigation and make a separate evaluation of the Teacher's performance to the extent his familiarity with the Teacher's performance will permit. The Superintendent will return together with his investigation of the principal as a final recommendation to the Board of Education. Evaluation shall come from classroom visitation as a principle source of development.

The following items are to be evaluated:

While the primary purpose of evaluation is to improve instruction, it should also be understood that improving instruction can only come when proper supervision, proper guidance, and counseling is given with the Teacher. The Teacher has to respond effectively and properly in order to make evaluation worthwhile. In previous reference where a Teacher might not be recommended for tenure, the cause must be determined by the principal and if the Teacher does not respond properly to methods necessary to improve instruction by complying with the areas of the evaluation instructions this should reflect in his recommendation to the Superintendent.

Improvement of instruction can be construed to mean all facets of the teaching and school life necessary to make the optimum learning situation and results.

Evaluation should be a continuing process. However, reports of visitation should number not less than twice (one each semester as minimum) of each school year to give a fair and proper perspective of Teachers who may be eligible for tenure. The original evaluation shall be made in triplicate -original being retained by the principal, duplicate by the Superintendent, and triplicate by the Teacher. The primary source of evaluation shall come from classroom visitation.

ARTICLE IX

TENURE

The Bullock Creek School District shall come under state-wide Tenure Act of 1964. Teachers shall fall in two classifications -probationary and tenure.

A probationary Teacher will be a Teacher who has not qualified for tenure in accordance with the statute or who the Board has not placed on permanent tenure in accordance with the options of the statute.

A tenure Teacher will be a Teacher the Board of Education by a resolution has placed on tenure by complying with the statute policy or who acquired tenure by not being notified otherwise.

1) It is understood that Teachers automatically go on tenure at the end of their second year of service if the Board of Education does not notify them in writing 60 days prior to expiration of their contract that they will either be dismissed or granted a third year probationary period.

2) Teachers who have maintained tenure status in other school districts will gain tenure in Bullock Creek School District at the end of the first year unless otherwise notified 60 days prior to expiration of their contract.

3) It shall be the policy of the Board of Education not to place anybody on tenure immediately without due trial in accordance with limitations of the statute and the position assigned in Bullock Creek School District.

4) A person that is not being placed on tenure in all cases will be given due and timely notice in accordance to the statute -namely, 60 days prior to the expiration of their contract.

ARTICLE X

NEGOTIATION PROCEDURES

General

A. By December 1st preceding the expiration of the negotiated Agreement between the Employer and "bargaining unit" of certified personnel, each party must designate negotiating representatives from their respective units.

The first meeting of these duly appointed representatives shall meet on the first Monday of December to begin deliberation on matters specified in Act 379. (Another date may be set by mutual consent.)

- 1) Each party shall have a maximum of four representatives
- 2) One person for each committee shall be the spokesman
- 3) Each party will have the right of recess or caucus at any time (10 minute limit)
- 4) If committees cannot agree on an item, each committee may take the issue to the group they represent -namely, the Board of Education or Teachers Group
- 5) Nothing will be published without mutual consent on the release signed by each spokesman
- 6) The meeting will be strictly between committees
- 7) Meetings will be 7:30 - 9:30 P.M. with extension by unanimous consent. Dates will be arranged by mutual consent at initial meeting.
- 8) Agendas are to be set-up by the two spokesmen
- 9) If an impasse occurs and outside consultants are necessary, it will be by mutual consent

- 10) Proposals by either side will be submitted in total by the second meeting of the negotiating team
- 11) Both parties mutually agree that representatives selected by each will be permitted to make and consider proposals, although final ratification must come from a majority of the Board of Education and the bargaining unit. Ratification shall be by ballot.

ARTICLE XI

PROTECTION OF TEACHERS

The Board of Education of the Bullock Creek School District lends its support to Teachers acting within the Policies, By-Laws, and Regulations of the Board of Education, and Administrative Practices and Procedures. It is also agreed that in any joint defense of any litigation, the Teacher may receive benefit of the Board of Education legal counsel when the Teacher is not in violation of the above mentioned Policies, By-Laws, Regulations, Practices, and Procedures.

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.

ARTICLE XII

MISCELLANEOUS

A. Teachers are to be responsible for the supervision of their assigned station of duty at all times. Teachers are assigned at all times except specified elsewhere in this Agreement -that is, duty-free lunch period. It shall be the Teachers responsibility to supervise students and not condone student behavior at any time which is contrary to school policy.

B. The Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteris of professional behavior.

C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, 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.

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

ARTICLE XIII

GRIEVANCE PROCEDURES

A. It is the intent of this article to establish means for prompt adjustment of grievance at the school level with the Teacher and the immediate supervisor. A Teacher with a complaint or request shall first state his complaint to his immediate supervisor, and will give that supervisor a reasonable opportunity to adjust the problem. The immediate supervisor may consult with his supervisor before giving an answer. If the problem is not satisfactorily settled, grievance procedures may be resorted to.

Step 1

An aggrieved Teacher shall take up his grievance with designated representatives of the Association, and if the Association deems it a just one, a representative of the Association and the Teacher shall confer with the aggrieved Teacher's immediate supervisor in an attempt to reach an equitable adjustment. The Teacher shall state his own complaint within five days. If no agreement is reached, then;

Step 2

The Association and the aggrieved Teacher shall put the grievance in writing. Both shall sign it - the aggrieved Teacher's immediate supervisor shall initial it and thereupon a copy of such written grievance shall be presented to the Superintendent. If after a meeting between the aggrieved Teacher, the Association representative, and the Superintendent, no agreement is reached, then;

Step 3

The written grievance shall be submitted to the Board of Education. If no agreement is reached within five days after the next regular meeting of the Board of Education, then;

The grievance shall be presented by the aggrieved Teacher to the negotiating committees of both sides, consisting of the negotiating committees of the Association and the Employer, which shall be the four representatives of each party who negotiated this Agreement on their duly designated replacements, who shall meet and within 10 days unanimously select an impartial mediator who shall act as chairman ex-officio to assist in reaching a decision on the grievance, and shall come to a decision within 15 days after a mediator is selected. Such decision shall then be referred to the Board of Education for formal action, at which time every effort will be made to uphold the decision rendered by the above joint committee.

If the aggrieved is not satisfied with the decision or subsequent Board action, the aggrieved Teacher shall have recourse to such other sources as provided by law.

In event of noncompliance with this Agreement, the Board may file an official complaint to the Association who shall rectify any legitimate complaint.

The Employer or Employee shall not resort to grievance when these acts or rights are specifically spelled out in the state statute.

All rights of appeal, reinstatement, and status of compensation will be honored to the extent of Act 379.

ARTICLE XIV

SALARY SCHEDULE

Schedule A - Bachelors Degree

Years Experience	B.A. Base
0	\$ 5350.
1	5450.
2	5610.
3	5770.
4	5930.
5	6090.
6	6250.
7	6410.
8	6570.
9	6730.
10	6890.
11	7050.

2. \$200. minimum increase for less than 3 years training - 1966-67
\$300. minimum increase for less than 4 years training - 1966-67

3. Bachelors Degree + 15 semester hours = B.A. base + \$150.
Bachelors Degree + 30 semester hours = B.A. base + \$300.
Masters Degree = B.A. base + \$500.
Masters Degree + 15 semester hours = B.A. base + \$700.
Masters Degree + 30 semester hours = B.A. base + \$950.

M.A. Degree and beyond must be in the field of service or in a field approved by the administration to qualify for the additional compensation.

4. Assigned Duties - Student teacher supervisors will receive 80% of the amount paid to the school district by the college or university.
5. Special education teachers may be allowed up to \$600. above base pay.
6. All extra duties for approved activities awarding non-academic credit will be calculated on the following formula:

$$\$5350. \times \frac{\text{approved hours put in outside the school day}^*}{1710}$$

*(to be jointly approved by administration and teacher)

providing no activity shall exceed \$600. extra pay, and assistant coaches shall receive an amount equal to 70% of the varsity coaches pay in any given sport.

7. Compensation will be \$5. per night for teachers assigned to ticket taking (etc) at games. All teachers will be required to pay admission to all games attending (league passes excepted).
8. Insurance - The Board of Education will pay \$120. per year (\$10. in 12 installments) on any bonified group policy or policies the teachers may select.

ARTICLE XV

DURATION OF AGREEMENT

This Agreement shall become effective immediately upon ratification by a majority of both the members of the Bargaining Unit and the Board of Education of the Bullock Creek School District and shall expire March 1, 1968. This Agreement is not to be extended orally.

Ratified by Employer

Day _____ Month _____ Year _____

President

Secretary

Ratified by Association

Day _____ Month _____ Year _____

President

Secretary