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AGREEMENT

between

Board of Education

Dansville, Michigan

and

Dansville Education Association

Dansville Board of Education

MEA

1216 Kendall

East Lansing, Mich.

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EDUCATION ASSOCIATION AGREEMENT

This Agreement entered into this _____ day of _____ 1968 by and between the Board of Education of the Dansville School hereinafter called the "Board", and the Dansville 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 Dansville is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE IRecognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all professional personnel on contract with the Dansville School, but excluding supervisory and executive personnel and office and clerical employees. The term "teacher" when used hereinafter in the Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing will prevent any individual teacher from presenting a grievance and having the grievance adjusted, if the adjustment is not inconsistent with the terms of this Agreement.

C. Teachers may authorize deduction of membership dues of the Association. Such sum shall be deducted from the regular salaries and remitted to the Association.

ARTICLE II
Board 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 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:

- A. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees during the working day.
- B. To hire all employees and subject to the provisions of the law, to determine their qualifications and conditions for their continued employment, of their dismissal or demotion; and promote and transfer all such employees.
- The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, and the adoption of policies, rules, regulations, and practice in the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE III

Teacher Rights

- A. The BOARD agrees that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association.
- B. The BOARD recognizes the right of its employees to invoke the assistance of the State Mediation Board, or a mediator from such public agency.
- C. The Association and its members shall have the right to use school buildings after school hours for meetings provided however that such meetings of the Association shall not interfere with officially approved school activities.

ARTICLE IVProfessional Compensation and Contract

- A. The salaries of teachers covered by this agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect for the year covered by this contract.
- B. The salary schedule is based upon a normal yearly teaching load as described in Appendix B, "School Calendar", and Article V, "Teaching Hours", and other sections of this Agreement. The school year will begin approximately September 1, with not to exceed 186 membership days. For extra work the teacher shall be entitled to appropriate additional professional compensation in accordance with Appendix A of this Agreement.
- C. A teacher engaged during the school day in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary, if no other time can be found.

ARTICLE VTeaching Hours

- A. Teachers agree to be in their building 30 minutes prior to school opening and in their assigned place of duty 15 minutes prior and will remain for 15 minutes after school dismissal. Exceptions must receive permission from the superintendent, or in his absence the building principal.
- B. All teachers shall be entitled to a duty free lunch period, in no event less than 25 minutes.

C. The normal weekly teaching load shall include at least five unassigned preparation or conference periods. This period will vary in length and frequency from high school to elementary. English teachers will have 2 per day or 10 per week.

D. Elementary teachers shall be relieved from scoring and recording standardized tests.

ARTICLE VI
Teaching Conditions

A. The Board shall make available restroom and lavatory facilities for teacher use only and a room appropriately furnished and ventilated which shall be used as a faculty lounge and study room. With the first major building addition, a more suitable teacher's lounge shall be provided which may be used for smoking.

B. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship, and no religious or political activities outside the school day of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board unless it has a direct and immediate tendency to affect the teacher's professional ability adversely to a serious degree.

ARTICLE VII
Vacancies and Promotions

A. Whenever any vacancy in any professional position in the district shall occur, the Board shall provide for appropriate notification to teachers.

B. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and qualifications of all applicants.

ARTICLE VIII
Sick-Leave Policy
Teaching Personnel Only

A. Sick-leave with pay shall be allowed to each full-time school employee amounting to ten days per work year, accumulative to forty days. Not to exceed one of the ten days allowed annually may be used for personal business, provided the administration is given not less than 24 hours notice of such personal business leave. Sick-leave shall be granted for and include personal illness of the employee, or for illness or death in the immediate family, attendance at funerals of relatives or close friends(1day), attendance at funerals as a faculty representative.

B. A teacher who has had major surgery and has exhausted his cumulative sick-leave may borrow up to thirty days of additional sick-leave. In the event that he does not return to the school the following year, the borrowed days will be deducted from his final checks.

C. A maternity leave shall be granted without pay, commencing not later than the end of the sixth month of pregnancy, except that when this falls within one school month of the end of the semester the teacher may be permitted to complete the semester.

D. Any full-time (contract) teacher who accumulates sick-leave time in excess of forty days shall receive payment as follows:

- a. Days to be counted beginning with the 1953-54 school year.
- b. Amount to be paid employee to be determined by multiplying the number of days in excess of forty by the current substitute pay rate.
- c. The regular school payroll book shall be considered official in determining the amount.
- d. Such payment to be made in June of each year beginning in 1967.

e. Teachers to be notified of sick-leave accumulation at the conclusion of each year.

E. If or when it becomes necessary to determine the daily salary of any particular employee for the purpose of loss of pay, it shall be figured by dividing the yearly salary by the actual number of days that the school employee is required to be on the job.

F. Substitute teachers pay is to be determined by the Board of Education. This current rate of pay shall be used in determining the annual unused sick-leave pay to teachers as they qualify. Other days for which an employee shall receive regular pay if approved by the Board of Education prior to absence may be County Institute, Regional Institute, professional meetings or conventions generally attended by teachers of the immediate area.

G. Comprehensive plans for at least the first days work must be readily available in order to qualify for sick-leave benefits.

ARTICLE IX

Teacher Evaluation

A. All teachers reprimands should be handled on an individual basis between teacher and administrator. Items which apply to several teachers should be taken up at teacher's meetings or may appear in the teachers letter.

ARTICLE X

Protection of Teachers

A. Any case of assault upon a teacher shall be promptly reported to an administrator. The Board will provide legal counsel in connection with handling of the incident by law enforcement and judicial authorities.

1. Any complaints by a parent of a student toward a teacher shall be called to the teachers attention at the superintendent's discretion, provided however, that all complaints by parents that are entered in the personnel file of a teacher be given to the teacher in written form by the superintendent.

ARTICLE XI
Negotiation Procedures

A. This agreement shall become effective September 1, 1968 and shall continue for one (1) year. This contract can be extended thereafter from year to year with the approval of the Association and the School Board. 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 the agreement upon written request by either party to the other.

B. Not later than January 15 prior to the expiration of this AGREEMENT, the parties shall begin negotiations for a new agreement covering wages, hours, terms, and conditions of employment of teachers.

C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification of the Board of Education and of the membership of the Dansville Education Association, but the parties mutually pledge that their representatives shall have all necessary power to make and consider proposals, and make concessions.

ARTICLE XII
Professional Grievance Negotiation Procedure

A. Any teacher, group of teachers or the Association, believing that there has been a violation of this AGREEMENT, may file a written grievance with the administration. Within five school days of receipt of the grievance,

An effort must be made to resolve the grievance. If the grievance shall be denied by the Superintendent, it shall be immediately transmitted to the secretary of the Board with a statement of reasons why it is being disapproved. Within 30 days from receipt of the grievance, the Board shall pass upon the grievance. If the decision of the Board is not satisfactory to the Association or the teacher the grievance may be submitted to the labor mediation board in accordance with the statute.

ARTICLE XIII
Professional Study Committee

A. A Professional Study Committee, in addition to the existing Curriculum Committee, shall be organized. It will be composed of four members, two selected by the Board and two selected by the Association. The goal of this committee shall be to upgrade the educational program through investigation, evaluation and recommendation.

ARTICLE XIV
Miscellaneous Provisions

- A. Teachers shall contact the Superintendent to report unavailability for work not later than 7:30 AM. If possible to reach the Superintendent, the teacher shall contact the building principal.
- B. The Association shall deal with ethical problems arising under the Code of Ethics of the Educational Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.
- C. Copies of this AGREEMENT shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- D. Classes may be suspended up to four times during the year for the purpose of holding professional meetings for the entire faculty. A schedule shall

be set up for the regular teachers meetings to be held from 8:00 to 9:30 AM monthly at which all teachers will be required to attend. The need and frequency of additional meetings shall be determined jointly by Administration and Association.

E. Any teacher after reaching the age of 65 will no longer be considered under Tenure but may be employed on a "year-to-year" contract. This "year-to-year" contract may be offered only after formal approval by the Board. To be considered for an additional contract, the teacher may be required by the Dansville Board to present a certificate of medical fitness. The physical and or mental examination will be paid for by the Board of Education and the teacher shall go to a doctor named by the Dansville Board of Education.

APPENDIX A-SALARY

<u>Step</u>	<u>Non-Degree</u>	<u>Degree</u>	<u>Degree Increment</u>	<u>Masters</u>
Beg.	\$6000	\$6400	\$	\$6800
1	6100	6650	250	7050
2	6200	6900	250	7300
3	6300	7150	250	7550
4	6400	7400	250	7800
5	6500	7650	250	8050
6	6600	7900	250	8300
7	67000	8150	250	8550
8	6800	8400	250	8800
9	6900	8650	250	9050
10	7000	8900	250	9300
11	7100	9150	250	9550
12	7200	9400	250	9800

1. All teachers shall be given full credit up to 5 years on the salary schedule for outside teaching experience in the same field. This may be extended to ten at the superintendent's discretion.

2. Teachers involved in extra duties assigned by the superintendent during the school day, such as substitution in a classroom on their own lesson preparation time, shall be compensated at the rate of \$3.50 per class period.

3. Teachers involved in extra-duty assignments besides the regular school day, such as selling tickets or chaperoning at dances and games or on buses, shall be compensated by the Board, not the sponsoring organization. Teachers will be paid semi-annually at the rate of \$6.25 for each event.

4. Compensation for extra-curricular teaching shall be figured on the following percentages of the current teaching salaries of the teachers involved.

Football:	Head	7%	FHA	4%
	Asst.	4%	FFA	4%
Basketball:	Head	7%	Shop	4%
	Asst.	5%	Senior Sponsor (inc play)	4%
(IM)	Jr.Hi.	2%	Junior Sponsor (inc play)	3%
(IM)	Elem.	2%	Special Education	\$300
Wrestling:	Head	7%	Combination room	4%
Track:	Head	4%	Cheerleader Sponsor	2%
Baseball:	Head	4%	Band	5%
	Asst.	3%		

APPENDIX B- TENTATIVE CALENDAR
1968-69

Dates are Inclusive:

August 26-29	Sale of Textbooks and Enrollment of new Students
August 26	Opening Football Practice
September 2	Labor Day
September 3	Pre-School Teachers Meetings
September 4	First Instruction Day (all day-all grades)
September 5	School Lunches Begin
October 4	Regional Teachers Institute (no school)
October 11	End of 1st Marking Period (6 weeks)
November 28-29	Thanksgiving Recess. End 2nd Marking Period (7)
December 23-January 3	Christmas Vacation (2 weeks)
January 6	Classes Resume
January 22	Sem. Exams: School out 2:15
January 23	Sem. Exams: School out 2:15
January 24	Close of Semester (7weeks)
March 7	Sem. Exams: School out 2:15
March 31-April 4	End of 4th Marking Period (6-weeks)
April 7	Spring Vacation (1 week)
April 25	Classes Resume
May 30	End of 5th Marking Period (6-weeks)
June 8	Memorial Day. No School
June 9-12	Baccalaureate
June 12	Final Exams: Classes until 12:00
	Commencement. Close of 6th Marking Period and Semester. (7-weeks)

Teachers required on job:	185
Gross instruction days:	183
Net instruction days	180

APPENDIX C
Fringe Benefits

1. The Board shall pay \$120 yearly, or \$10 per month for 12 months, on either existing Blue Cross hospital insurance or on a Tax Sheltered Annuity plan as approved by the Board.

This AGREEMENT shall become effective on September 1 1968 and shall continue in effect through August 31, 1969

In witness whereof the parties have caused this Agreement to be executed by their authorized representatives.

Board of Education

Daraville Agricultural School

President

Secretary

Daraville Education Association

President

Secretary