

Dansville 8

8/31/71

1970-71

AGREEMENT

between

Board of Education

Dansville, Michigan

and

Dansville Education Association

1970 - 1971

Dansville Board of Education

RECEIVED (2)

OCT 20 1970

OFFICE OF
PROFESSIONAL NEGOTIATIONS

9/1/70-8/31/71

MEA
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E. LANSING, MI
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Education Association Agreement

This Agreement entered into this day of 1970 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 members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, 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 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 I

Recognition

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.

D. The Board agrees to insert the following statement on individual contracts: "It is the recommendation of the Board of Education that you join the United Profession".

ARTICLE II

Board Rights

THE BOARD, on its own behalf and on the 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 of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the 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 IV

Professional Compensation and Contracts

- 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.
- D. At the beginning of each school year, the Association shall be credited with 5 days to be used by officers or agents of the Association at the discretion of the Association. They agree to notify the Board at least 48 hours in advance of the meeting they wish to attend. Substitute pay shall be paid to the Board by the Association at the regular substitute pay rate. These are not to be business days of those attending.
- E. Teachers who are called for unavoidable jury duty or draft physicals shall be compensated the difference between the regular daily teaching pay and the daily pay received for the performance of such civic obligation. These days shall not be charged to sick leave.

ARTICLE V

Teaching 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 for leaving early are to be restricted to emergency situations or one of unusual nature and teachers must receive permission from the administration.
- 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 5 unassigned preparation or conference periods. This period will vary in length and frequency from high school to elementary.
- D. Elementary teachers may be relieved from scoring and recording standardized tests. They shall do the recording on pupil's records. Those who wish to score their own may do so, if it is not done on pupil time.
- E. A schedule shall be set up for regular teacher's meetings to be held from 7:30 to 8:30 a.m. monthly, which all teachers shall be required to attend. Principals or the Superintendent may call meetings for smaller groups of teachers, beyond the school day, when necessary. The principals shall provide the teachers with an agenda at least 24 hours in advance of the meeting.
- F. The Board agrees to provide clerical help for the elementary principal so this person will have more time to "work with the teachers in developing a good workable school program".
- G. Teachers are expected to remain with their children at all times during the regular teaching hours. Emergency situations should be the only exception, and must be cleared with the administration as soon as possible. Leaving pupils unsupervised to run errands that could be taken care of at other times cannot be considered an emergency.

ARTICLE VI

Teaching Conditions

- A. The Board shall make available restroom and lavatory facilities for teachers 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 written notification to teachers in the next weekly Superintendent's Bulletin. During the summer months the D.F.A. president shall be notified.
- 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

A. Sick-leave with pay shall be allowed to each full-time 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 (1 day), attendance at funerals as a faculty representative.

B. Teachers unable to report for duty because of illness or emergency shall call his respective principal before 7 a.m. It shall be the responsibility of the principal to arrange for a substitute teacher.

C. A teacher who has had a major emergency 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.

D. A leave of up to two years may be granted without pay to tenure teachers. Maternity leaves shall commence not later than the ¹end of the sixth month of pregnancy, except when this falls within one school month of the end of the semester the teacher may be permitted to complete the semester. After signifying a desire to return, in writing to the Superintendent of Schools, the teacher shall be given the first available position for which he/she is qualified, and shall be placed on the next step of the salary schedule, provided that one semester of work has been completed before the leave.

E. 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.

(Note: Paragraph E above shall be followed only if it is legal as determined by the Michigan Attorney General.)

- e. Teachers to be notified of sick-leave accumulation at the conclusion of each year.
- F. Teachers who retire with accumulated sick days shall receive substitute pay for one-half of the days accumulated.
- G. 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.
- H. 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.
- I. Comprehensive plans for at least the first days work must be readily available.

ARTICLE IX

Teacher Evaluation

A. It shall be the responsibility of the administration to reprimand teachers who are in violation of this contract and/or the policies and procedures of the Board of Education, and take whatever action is necessary to resolve the violation.

B. All teacher reprimands should be handled on an individual basis between teacher and administrator. Items which apply to several teachers should be taken up at teacher 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.

B. Any complaints by a parent of a student toward a teacher shall be called to the teacher's 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, 1970 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 April 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 XIIProfessional 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. If the teacher, group of teachers, or the Association does not file a grievance within fifteen (15) school days after the occurrence of the alleged violation, then the grievance shall be considered as waived. 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 XIIIProfessional Study Committee

A. A Professional Study 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. This committee shall assume the duties of the existing Curriculum Committee.

ARTICLE XIVTeacher Education

A. Except in emergencies, which shall be subject to approval by the Association, teachers hired new to the Dansville system shall be required to hold at least a bachelors degree and shall not be assigned outside the scope of their training.

B. Subject to administration approval, any teacher may have, in addition to his sick leave, up to 2 days without loss of compensation to attend conferences in his field. Arrangements must be made 2 days in advance of the conference.

ARTICLE XV

Miscellaneous Provisions

A. 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. A list of ethical problems which arise shall be compiled by negotiators and presented to the faculty at an orientation in the fall and used as structure for reprimands by the administration and/or the Association.

B. Copies of the Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

C. Teachers are expected to keep aware of current trends and new skills available. Except for teachers within a year or two of retirement, all are required to complete either a credit or a non credit course at least every 2 years in an area of study directly related to his teaching job.

D. 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

A. Teachers shall be paid in 26 equal pays beginning on the first Friday after school starts.

APPENDIX BSALARY

<u>Step</u>	<u>Bachelors</u>	<u>Inc.</u>	<u>Masters</u>	<u>Inc.</u>
Beg.	\$ 7300		\$ 7700	
1	7608	308	8033	333
2	7916	308	8366	333
3	8224	308	8699	333
4	8532	308	9032	333
5	8840	308	9365	333
6	9148	308	9698	333
7	9456	308	10031	333
8	9764	308	10364	333
9	10072	308	10697	333
10	10380	308	11030	333
11	10688	308	11363	333
12	11000	312	11700	333

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-day 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.

Supplementary Pay Schedule: Percentages are applied to current teaching salaries.

Football:	Head	7%	Athletic Director	7%
	Asst	4%	Band	5%
Basketball:	Head	7%	FHA	4%
	Asst	5%	FFA	4%
(IM)	Jr Hi	2%	Shop	4%
(IM)	Elem	2%	Senior Sponsor (inc play)	4%
Wrestling:	Head	7%	Junior Sponsor (inc play)	3%
Track:	Head	4%	Cheerleader Sponsor	2%
Baseball:	Head	4%	GAA	1%
	Asst	3%	Combination Room	4%
Cross Country:	Head	2%	Special Education	\$300
Driver Training		\$28 per student		

APPENDIX CSchool Calendar1970-1971

Note: This calendar is very similar to other school calendars in the County. Because of our Special Education pupils attending Mason, our calendars must be as nearly alike as possible.

Dates are Inclusive:

August 24	Opening Football practice
August 31-Sept 3	Textbook Collection and Enrollment of new students
September 4	New Teachers Meetings (9 a.m.)
September 7	Labor Day
September 8	Pre-School Teachers Meetings (9:00 a.m.)
September 9	First Instruction Day (all day - all grades)
September 10	School Lunches begin
September 15	Teacher's meetings 7:30 - 8:30 a.m.
November 26-27	Thanksgiving Recess
December 24 - January 1	Christmas Vacation
January 4	Classes Resume
January 22	Records Day - no classes Close of semester
February 22	Curriculum day - no classes
April 5 - 9	Spring Vacation (1 week)
April 12	Classes Resume
May 31	Memorial Day - no school
June 6	Baccalaureate
June 10	Final Day of School
June 11	Records Day - no classes - Commencement
Teachers Required on Job:	184
Pupil Days:	180

APPENDIX D

Fringe Benefits

1. The Board shall pay Blue Cross - Blue Shield coverage for full - family, two person, or single subscriber, depending on eligibility for basic coverage; or \$200.00 per year or \$16.66 per month for 12 months to a tax sheltered annuity, as designated by the employee.

This Agreement shall become effective on September 1, 1970 and shall continue in effect through August 31, 1971.

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

BOARD OF EDUCATION

Dansville Agricultural School

President

Secretary

DANSVILLE EDUCATION ASSOCIATION

President

Secretary