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AGREEMENT
BETWEEN
FOWLER BOARD OF EDUCATION AND THE FOWLER TEACHER'S CLUB
1968-69

Fowler Board of Education

RECEIVED

JUN 19 1968

OFFICE OF
MEDIATION

MEA
1216 Wendale
East Lansing, Mich. 48823

ARTICLE I

1. A. Recognition: The Fowler Board of Education of the Fowler Public
2. Schools hereby recognize the Fowler Teacher's Club as the pro-
3. fessional negotiation unit for the professional employees of the
4. schools and libraries of the district with the exception of all
5. administration, maintenance and plant personnel, office workers,
6. cafeteria help and bus drivers, including superintendent and
7. principal.

8. All employees of the Board covered by this agreement are here-
9. after referred to as "teachers". The term Board shall include
10. its officers and agents.

11. B. The Board agrees not to negotiate with any organization other than
12. that designated as the representative pursuant to Act 379, P.A. of
13. 1965, for the duration of this agreement.

ARTICLE II

Association and Teacher Rights

1. A. Pursuant to the Michigan Public Employment Relations Act,
2. the Board hereby agrees that every teacher of the Board shall
3. have the right freely to organize, join and support the Associa-
4. tion for the purpose of engaging in collective bargaining or
5. negotiation and other concerted activities for mutual aid and
6. protection. As a duly elected body exercising governmental power
7. under color of law of the State of Michigan, the Board undertakes
8. and agrees that it will not directly or indirectly discourage or
9. deprive or coerce any teacher in the enjoyment of any rights
10. conferred by Act 379 or other laws of the State of Michigan or
11. the Con stitutions of Michigan and the United States; that it
12. will not discriminate against any teacher with respect to hours,
13. wages, or any terms or conditions of employment by reason of his
14. membership in the Association, his participation in any activities
15. of the Association or collective professional negotiations with the
16. Board, or his institution of any grievance, complaint or proceeding
17. under this Agreement or otherwise with respect to any terms or
18. conditions of employment.

1. B. Nothing contained herein shall be construed to deny or re-
2. strict to any teacher rights he may have under the Michigan General
3. School Laws or other applicable laws and regulations.

1. C. Duly authorized representatives of the teacher organization
&
2. D. may be given permission to transact official teachers organization
3. business on school property at such time and place as the adminis-
4. tration deem reasonable so as not to interfere with or interrupt
5. normal school operation. When custodial services are required the
6. Board may make a reasonable charge therefor.

1. E. The Association shall have the right to use school equip-
2. ment, including typewriters, mimeographing machines, other
3. duplicating equipment, calculating machines and all types of
4. audio-visual equipment at such times as the administration
5. deems reasonable so as not to interfere with or interrupt nor-
6. mal school operation. The Association shall pay for the reason-
7. able cost of all materials and supplies incident to such use.

1. F. The Association shall have the right to post notices of
2. activities and matters of Association concern on teacher bulletin
3. boards, at least one of which shall be provided in each school
4. building. The Association may use the district mail service
5. within the school system.

1. G. The Board agrees to make available to the Association in
2. response to reasonable requests from time to time information
3. concerning the financial resources of the district, including but
4. not limited to: annual financial reports and audits, register
5. of certificated personnel, tentative budgetary requirements and
6. allocations including county allocation board budgets, agendas
7. and minutes of all Board meetings, treasurer's reports, census
8. and membership data, names and addresses of all teachers, and
9. such other information as will assist the Association in de-
10. veloping intelligent, accurate, informed and constructive pro-
11. grams on behalf of the teachers and their students.

1. I. The Teachers shall be entitled to full rights of citizenship
2. and no religious or political activities of any teacher or the
3. lack thereof shall be grounds for any discipline or discrimina-
4. tion with respect to the professional employment of such Teacher.

1. J. The provisions of this Agreement shall be applied without
2. regard to race, creed, religion, color, national origin, age,
3. sex, marital status.

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

7. (1) To the executive management and administrative control
8. of the school system and its properties and facilities,
9. and the activities of its employees during the hours of
10. employment.

11. (2) To hire all employees and subject to the provisions of
12. law, to determine their qualifications, and the condi-
13. tions for their continued employment, or their dismissal
14. to demotion; and to promote, and transfer all such employees;

15. (3) To establish grades and courses of instruction, including
16. special programs, and to provide for athletic, recreational
17. and social events for students, as deemed necessary
18. or advisable by the Board;

19. (4) To decide upon the means and methods of instruction, the
20. selection of textbooks and other teaching materials, and
21. the use of teaching aids of every kind and nature;

22. (5) To determine class schedules, the hours of instruction,
23. and the duties, responsibilities and assignments of
24. teachers and other employees with respect thereto, and
25. school sponsored non-teaching activities, and the terms and
26. conditions of employment.

27. The exercise of the foregoing powers, right, authority, duties
28. and responsibilities by the Board, the adoption of policies, rules,
29. regulations and practices in furtherance thereof, and the use of

30. judgement and discretion in connection therewith shall be limited
31. only by the specific and express terms of this agreement and then
32. only to the extent such specific and express terms hereof are in
33. conformance with the Constitution and laws of the State of Michigan
34. and the Constitution and laws of the United States.

35. Nothing contained herein shall be considered to deny or re-
36. strict the Board of its rights, responsibilities and authority
37. under the Michigan General School Laws or any other national, state,
38. county, district, or local laws or regulations as they pertain to
39. education.

1. A. No teacher shall be required to report for duty earlier
2. that fifteen (15) minutes before the opening of the pupils' regular
3. school day in the morning. Teachers shall be permitted to leave
4. fifteen (15) minutes after close of the pupil's regular school day.
5. Teachers are encouraged to remain for a sufficient period after
6. the close of the pupils' school day to attend to those matters
7. which properly require attention at that time, including consulta-
8. tions with parents when scheduled directly with the teacher, except
9. that on Fridays or on days preceding holidays or vacations, the
10. teacher's day shall end at the close of the pupils' day.

1. B. The normal teaching day will be considered as those hours re-
2. quired of a teacher to perform his professional teaching duties
3. before, during or after the student day. Each ^{secondary} teacher shall receive
4. a regularly scheduled preparation period which shall be equal in
5. time to a weekly teaching period.

1. C. All teachers shall be entitled to a duty-free uninterrupted
2. lunch period equivalent to a regular class hour, but in no event
3. less than 45 minutes.

1. D. Elementary teachers will be provided two fifteen minute
2. relief periods each day. In addition, elementary teachers shall
3. use for preparation all time during which their classes are re-
4. ceiving instruction from various teaching specialists.

1. E. No departure from these norms, except in case of emergency
2. shall be made without prior consultation with the Association. In
3. the event of any disagreement between the representative of the
4. Board and the Association as to the need and desirability of such
5. deviation, the matter may be processed through the professional
6. grievance procedure hereinafter set forth.

ARTICLE IX

Teaching Conditions

1. A. The Board recognizes that appropriate texts, library
2. reference facilities, maps and globes, laboratory equipment, audio-
3. visual equipment, art supplies, athletic equipment, current
4. periodicals standard tests and questionnaires, adequate typing,
5. duplicating, stencil, and mimeograph, and similar materials are
6. the tools of the teaching profession. The Board agrees at all
7. times to keep the schools reasonably equipped and maintained.

ARTICLE X Professional Qualifications and Assignments

1. A. No new teacher shall be employed by the Board for a
2. regular teaching assignment who does not have a bachelor's de-
3. gree from an accredited college or university, and a provisional
4. or permanent certificate, if one is available at the time of
5. hiring.

1. B. The Association shall be notified by the Superintendent when
2. a teacher with less than a provisional certificate is hired. The
3. extent to which the Board endeavored to fill the position with a
4. fully certified person shall be indicated.

1. C. No substitute teacher shall be employed by the Board ex-
2. cept under provision of a ninety day certificate as set forth by
3. the State Department of Education.

1. D. Assignments shall be made at the discretion of the adminis-
2. tration and within the areas of a teacher competency, teaching
3. certificate or their major or minor fields of study except tem-
4. porarily and/or for good cause.

ARTICLE XI Vacancies, Promotions and Transfers

1. An involuntary transfer will be made only in case of
2. emergency or to prevent undue disruption of the instructional
3. program. The superintendent shall notify the affected teacher
4. and the Association of the reasons for such transfer.

ARTICLE XII

Illness or Disability

1. A. All teachers regularly employed by the district who
2. are absent from duty because of personal illness shall be allowed
3. 12 days per year. Sick leave days may be accumulated to a total
4. of sixty days.

1. B. A teacher who is unable to teach because of personal
2. illness or disability and who has exhausted all sick leave
3. available shall be granted a leave of absence without pay for
4. the duration of such illness or disability to end of school year.

1. C. Any teacher who is absent because of an injury or
2. disease compensable under the Michigan Workman's Compensation Act
3. shall receive from the Board the difference between the workman's
4. compensation payment prescribed by law and his regular salary,
5. to the extent and until such time as such teacher shall have
6. used up any so called "sick pay" provided herein.

Professional and Personal Business

1. A. Two (2) days a year may be used for personal business, non-
2. cumulative. The purpose of this leave is to relieve teachers of
3. financial hardship in situations over which they have no control.

4. Personal business means an activity that requires the teacher's
5. presence during the school day and is of such a nature that it can-
6. not be attended to at a time when schools are not in session.

7. The application for a personal business leave, containing
8. the reasons for the leave, should be submitted in writing at least
9. one week in advance (except in the event of an emergency when a
10. shorter notice may be acceptable).

11. A personal business leave day shall not be granted for the
12. day preceding or the day following holidays or vacations, and the
13. first and last days of the school year except in case of emergency.

14. Teachers may be granted a leave of absence with pay for
15. administration approved visitation at other schools, or attending
16. meetings or conferences of an educational nature. The number of
17. teachers allowed to leave at any one time will be within the dis-
18. cretion of the administration.

1. B. A leave of absence may be granted a teacher called for jury
2. service. The board shall pay an amount equal to the difference
3. between the teacher's daily salary and the daily jury duty fee paid
4. by the court (not including travel allowances or reimbursement of
5. expenses) for each day on which the teacher reports for or performs
6. jury duty on which he otherwise would have been scheduled to work.

7. A leave of absence with pay may be granted for time necessary
8. for appearances in any legal proceedings connected with the
9. teacher's employment or with the school system, if the teacher is
10. required by law to attend.

School Calendar

1. For the term of the agreement the school calendar shall be
2. set forth in Appendix A. Changes shall be made only when nec-
3. essary to conform with state law

Professional Compensation

1. A. The basic salaries of teachers covered by this Agreement are
2. set forth in Appendix B which is attached to and incorporated in
3. this agreement. Such salary schedule shall remain in effect during
4. the designated periods.

not retroactive,

1. B. All teachers shall be given five years credit on the Salary
2. schedule set forth in Appendix B for full years of outside teaching
3. experience in any school district in the State of Michigan or other
4. teaching experience in a school district accredited by a recognized
5. accrediting agency.

1. C. The Salary Schedule is based upon the regular school calendar
2. as set forth in Appendix A and the normal teaching assignment as
3. defined in this Agreement.

Insurance Protection

The Board agrees to furnish to all teachers the following insurance protection:

1. A. The Board shall provide up to \$200. to the teacher for insurance benefits. Every teacher employed in this district shall
2. have the right to participate in one of the four insurance options
3. offered by the M.E.A. with payroll deduction privileges.
4.

1. B. The Board shall make payment of insurance premiums for
2. each employee to provide insurance coverage for the full twelve-
3. month period commencing September 1st and ending August 30th;
4. when necessary, premiums in behalf of the teacher shall be made
5. retroactively or prospectively to assure uninterrupted partici-
6. pation and coverage as provided by the insurance carrier.

Instructional Council

1. A. There is hereby established a permanent Professional Study Committee composed of six members, three of whom shall be teachers selected by the teacher organization, and three of whom shall be appointed by the board, one of whom shall be a Board member.
- B. The Professional Study Committee shall meet at least three times per year to discuss and study subjects mutually agreed upon relating to the school system.
- C. The parties agree that the Professional Study Committee and its subcommittees serve in an advisory capacity only, and that the failure of the board to place any of its recommendations in effect shall not constitute the basis for a grievance.

EVALUATION

A good program of evaluation will enable instructional supervisors to identify and reinforce teaching strengths as well as to suggest appropriate measures for correcting teacher weaknesses.

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The results of a classroom visitation will be discussed within five days.
- B. Each teacher shall have the right, upon request, to review the contents of his own personal evaluation file.
- C. Evaluation of teachers not teaching in their major or minor areas will be accepted with the understanding that emphasis will not be placed on grasp of subject matter or problems created by teaching in an area where a teacher is not prepared.
- D. Visitation will be arranged by mutual consent of teacher and evaluator. A minimum number of one hour per semester visits will be made per school year. Four one-half hour visits or some other arrangement can be made. Each visit should be no less than one half hour.
- E. The initial evaluation visitation for new teachers to the system will be held within three weeks from the beginning of school.
- F. A teacher may request a visitation. This visitation should be held not less than 5 duty days from the date of request.
- G. The evaluator must be aware of and take an active part in the supervision and evaluation of each teacher. The evaluation procedure should be uniform throughout the school system.
- H. When evaluating specialists, including speech, remedial reading, counseling, criteria and evaluator shall be mutually agreed upon by the administration and affected party.
- I. Evaluation of regular classroom teacher will be made by an administrator.
- J. After each evaluation of a teacher, that teacher shall receive in essay form a copy of that evaluation of their class.
- K. All extra student activities will be listed in the teachers files upon notification by the teacher.
- L. At the request of the evaluated teacher, a peer of the same area of competency shall accompany the administrator and provide a separate evaluation for the teacher.

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" shall mean a complaint by a teacher or a group of teachers based upon an event, condition or circumstance under which a teacher works; allegedly caused by a violation, misinterpretation or inequitable application of any provision of this agreement.
2. The "aggrieved person" is the person or persons making the claim.
3. A "party of interest" shall mean the person or persons making the complaint and/or any person who might be required to take action or against whom action is taken in order to resolve the grievance.
4. The term "days" shall mean duty days.

B. Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration or proceeding independently as described in Section E of these procedures.

C. Structure

1. There shall be one or more Association Representatives (Building Representatives) for each school building to be selected in a manner determined by the Association.
2. The Association shall establish a Professional Rights and Responsibilities Committee, which shall be broadly representative and which shall serve as the Association grievance committee. In the event that any Association Representative or any member of the PR & R Committee is a party in interest to any grievance, he shall disqualify himself and a substitute shall be named by the Association.
3. The building principal shall be the administrative representative when the particular grievance arises in that building.
4. The Board hereby designates the superintendent as its representative when the grievance arises in more than one school building.

D. Procedure

The number of days indicated at each level should be considered as the maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent. If the grievance is filed on or after May 1, the time limits shall be reduced in order to affect a solution prior to the end of the school year or as soon thereafter as is practicable.

Level one:

A teacher who has a complaint which he believes may be the basis of a grievance shall first discuss the matter with

his immediate supervisor or principal, whoever is more directly concerned with the problem, to resolve the matter informally. At this meeting he may have the assistance of his association building representative. A teacher having a complaint is expected to bring the matter to the attention of his immediate supervisor and request an informal meeting to discuss the problem not later than fifteen days after the event or occurrence which is the basis of the complaint became known to him. The principal or immediate supervisor shall make arrangements to hold such meeting within five days after receipt of the teacher's request.

2. Level Two

(a) In the event the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance, he may file the grievance in writing with the Association's PR & R Committee. The Association Representative will assist in writing the grievance.

(b) Within five (5) days of receipt of the grievance the PR & R Committee shall decide whether or not there is a legitimate grievance. If the committee decides that no grievance exists and so notifies the claimant, the teacher may continue to process his claim without Association support.

3. Level Three

If the committee decides there is a legitimate grievance, it shall immediately process the claim with the superintendent of schools. Within ten (10) days from receipt of the grievance by the superintendent he shall render a decision as to the solution.

4. Level 4

In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within ten (10) days from date of receipt of grievance by the superintendent, he may refer the grievance through the PR & R Committee to the Board of Education's Review Committee. This committee shall be composed solely of members of the Board of Education. Within ten (10) days from receipt of the written referral by the Board, its Review Committee shall meet with the Association's PR & R Committee chairman and the Association's Negotiating Team for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision shall be rendered within ten (10) days.

5. Level Five

If the Board of Education and the Association committee fail to resolve the grievance, the aggrieved person or the Association may invoke the mediation procedures of Section 7 of Act 336 of Public Acts of 1947, as amended, of Michigan and Sections 10, 11, 25 of Act 176 of Public Acts 1939, as amended, of Michigan. In this event, the Board and the aggrieved person or Association may be represented in subsequent meetings or required hearing by such persons, in reasonable number, as they may each determine.

E. Rights to Representation

Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person. Provided, however, that any teacher may in no event be represented by an officer, agent, or other representative of any organization other than the Association. Provided further, when a teacher is not represented by the Association the Association shall have the right to be present and to state its views at all stages of the grievance processing.

F. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice or record. However, if, in the judgment of the Association representative or the PR & R Committee, the grievance affects a group of teachers, the PR & R Committee may process the grievance at the appropriate level.
2. The grievance discussed and the decision rendered at Level One shall both be placed in writing upon request of either party. Decisions rendered at all other levels shall be in writing and shall promptly be transmitted to all parties of interest.
3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
4. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
5. Forms for filing and processing grievances shall be

designed by the superintendent, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.

6. Access shall be made available to all parties, places, and records for all information necessary to the determination and processing of the grievance.

Miscellaneous Provisions

1. A. This Agreement shall constitute the full and complete commit-
2. ments between both parties and may be altered, changed, added to,
3. deleted from or modified only through the voluntary, mutual con-
4. sent of the parties in written and signed amendment to this Agree-
5. ment.

1. B. Any individual contract between the Board and an individual
2. teacher, heretofore executed shall be subject to and consistent
3. with the terms and conditions of this Agreement. Any individual
4. contract hereafter executed shall be in the form provided in
5. Appendix D and shall be expressly made subject to and consistent
6. with the terms of this or subsequent agreements to be executed
7. by the parties. If an individual contract contains any language
8. inconsistent with this Agreement, this Agreement, during its dura-
9. tion shall be controlling.

1. D. If any provision of this Agreement shall be found contrary to
2. law, that provision shall be considered void.

1. E. Copies of this Agreement titled "Professional Agreement be-
2. tween the Fowler School District and Fowler Teacher's Club" shall
3. be printed at the expense of the Board within 30 days after the
4. Agreement is signed and presented to all teachers now employed,
5. hereafter employed, or considered for employment of the Board.

APPENDIX C

FRINGE BENEFITS

1. A. \$1,000. for an extra class during a conference period.
B. \$5.00 for teaching a class during conference hour except when the teacher has an extra free period due to a class not meeting.
2. A teacher with a provisional or permanent certificate may apply for one year leave of absence for study after three years in the Fowler School System. Job would be guaranteed on return if a vacancy occurs in her or his particular teaching field and one year increment would be granted. Teacher must remain in system one year following study.
3. Each teacher shall have available \$25.00 expenses for conference related to his or her field.
4. Teacher will be granted up to one year leave of absence for maternity.
5. Anyone hired without a Bachelor's Degree may receive up to a maximum of the base pay.
6. Substitute teacher pay shall be \$20.00 per day.

APPENDIX C

EXTRA PAY SCHEDULE 1968-69

COUNSELOR	5%
BAND INSTRUCTOR	8%
VOCAL INSTRUCTOR	2%
SCHOOL YEAR BOOK	\$350.
FHA	\$100.
CLASS ADVISOR (Each)	
SENIOR	\$ 75.
JUNIOR	100.
SOPHOMORE	50.
FRESHMAN	50.
PLAY DIRECTOR	100.
SPORTS	
HEAD COACH IN FOOTBALL AND BASKETBALL	9%
ASSISTANT COACH IN FOOTBALL AND BASKETBALL	7%
HEAD COACH IN A SPRING SPORT	4%
GIRLS COACH AND CHEERLEADING	4%
FRESHMAN AND JUNIOR HIGH COACH	3%
ASSISTANT COACH IN GIRLS SPORT	3%

The percentage applies to the step on the salary schedule of the person affected.

Fowler

APPENDIX B

1968-1969 SALARY SCHEDULE

	BA	MA
1	\$6450.	\$6910.
2	6676.	7152.
3	6910.	7405.
4.	7152.	7664.
5	7402.	7932.
6	7661.	8210.
7	7929.	8497.
8	8207.	8794.
9	8494.	9099.
10	8791.	9417.

\$12.50 for each semester hour credit over the ten hours required to obtain a permanent certificate. Maximum of 20 hour credits. These hours must be on an approved Master's Program.

Increments are not automatic - Administration and Board recommendation.

This Agreement covers the period from July 1, 1968
to June 30, 1969.

Kenneth Thelen, President
Fowler Board of Education

Gary Schray
President, Fowler Teacher's Club