

66-67

PROFESSIONAL EMPLOYMENT CONTRACT

This Contract entered into this _____ day of _____, A.D., 1966, between the Board of Education of the Fowlerville Community Schools, hereinafter referred to as the "Board," and the Fowlerville Education Association, hereinafter referred to as the "Association."

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 11 of Act 379, Public Acts of 1965, with respect to wages, hours, terms and conditions of employment for all professional teaching personnel, including personnel on tenure, probation and on per diem appointments, classroom teachers, substitute teachers, guidance counsellors, librarians, employed or to be employed by the Board (whether or not assigned to a public school building), but excluding all others such as but not limited to superintendent, principals, and athletic director.

The term "teacher," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the

Fowlerville Board of Educ.

M.E.A.
1216 KENDALE
E. LANS., MI.

48824

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 contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

C. Within thirty days of the beginning of school in September employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues of the National Education Association and the Michigan Education association upon such conditions as the Association shall establish. Dues of \$2.00 per year per member shall be assessed by the Association payable to the Treasurer of said Association. The teacher may withdraw authorization at any time by written request.

D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws. The rights granted to teachers hereunder shall be deemed to be in addition to those specifically provided by law.

ARTICLE II A

Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation with respect to wages, hours, terms and conditions of employment. As a duly elected body exercising governmental

power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; 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, his participation in any legal activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or with respect to any terms or conditions of employment.

B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency.

C. The Association and its members shall have the right to use school building facilities Monday through Friday 4:00 p.m. to midnight and weekends 1:00 p.m. to midnight for 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 the teachers' lounge, the PA system at times of regular announcements and the weekly bulletin shall be made available for meeting announcements to the Association and its members.

D. The Board agrees to make available or furnish, if published, to the Association in response to reasonable requests from time to time all available public information concerning the financial resources of the district, approved tentative budgetary requirements and allocations and such information as will assist the association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint, provided no access will be given to private personnel files except by written permission by grievant.

ARTICLE II B

Board's Rights

A. The Board reserves the right to hire all employees subject to the provisions of law and evaluate the effectiveness of the employee. The board reserves the right, based upon this evaluation, to promote, demote, transfer or dismiss such employees limited only by the specific terms of this agreement and the provisions of P.A. 379.

B. The Board of Education maintains its prerogatives as established by Law, including the institution of policies not in conflict with the terms of this contract.

ARTICLE III

Professional Compensation

A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the one-year term of this Agreement, provided, however, that upon written notice to the other party after July 1, 1966 and at least sixty (60) days prior to the first day of April 1967, either party may request the reopening of negotiation of the salary schedule for contract year 1967-68.

B. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined, in accordance with the adopted school calendar during normal teaching hours. For extra work the teacher shall be entitled to appropriate additional professional compensation. The teacher shall also be paid for attendance at any educational or civic functions where attendance is not voluntary but required unless released time is given.

C. Teachers shall not be required to report more than two days prior to the beginning of classes at the beginning of the school year or to remain more than two days after classes end in June, provided all duties have been completed.

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

E. A teacher engaged during the school day, at a formal hearing in mediation, under the guidance of the State Labor Mediation Board or any other mediator agreed upon by the parties, in behalf of the Association with any representative of the Board shall be released from regular duties without loss of salary.

SCHEDULE A

I. The following shall be the schedule of non-degree teacher salaries:

90-95 semester hours	\$4200
96-101 semester hours	\$4400
102-108 semester hours	\$4600
109-115 semester hours	\$4800
116-122 semester hours	\$5000

A non-degree teacher earns no increments without completing 6 semester hours per year. Proof of such work must be presented by the teacher to the administration on or before September 1.

Any teacher presently employed whose salary is above this schedule, under no circumstances, will receive a reduction in salary. However, his salary will remain frozen at his 1965-66 contracted salary with no increments or advancements until he meets the steps and requirements on this new schedule.

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

<u>Salaries</u>	<u>Minimum</u>	<u>Maximum</u>
Bachelors degree	\$5200	\$7000
Masters degree	\$5500	\$7500

An additional 70% of any per pupil increase in state aid over the school year 1965-66 will be distributed equally among the certified degree teachers, based on the official enrollment for 1966-67.

<u>Increments</u>	
Bachelors degree (9 increments)	\$200 per year for 9 years
Masters degree (10 increments)	\$200 per year for 10 years

III. Credit for experience outside the school system shall be evaluated by the Board and credit shall be allowed whenever the prior service of the teacher is deemed satisfactory. Full credit shall be given for the first 9 years of experience for the bachelor's degree teacher and the first 10 years of experience shall be given credit for the teacher with the master's degree, but no credit shall be given for a fractional part of a year less than one-half. Teachers shall be advanced one step on the salary schedule for between one and three years of active military service and two steps for active military service in excess of three years.

IV. Increments become effective September 1 (or beginning of school year) of each year and advancement under the salary schedule shall be automatic as of this date.

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

1. High School Instrumental Music \$250 per year
2. Vocational Agriculture \$250 per year
3. Homemaking \$100 per year
4. For full time duty beyond regular school term add 1/10 or 2/10 to current base salary. (Eleven months add 1/10; twelve months add 2/10)
5. Faculty sponsor or director of play \$100 per play
6. Faculty sponsor of yearbook \$100 per year
7. Faculty sponsor of Student Council \$100 per year
8. Faculty sponsor of G.A.A. \$100 per year
9. Faculty sponsor of Cheerleaders \$100 per year
10. Each teacher shall be given \$10 per semester hour of work earned beyond a bachelor's degree and 10 semester hours. This shall be subject to administrative approval. This remuneration, for hours earned in one year, is under contract in this school district. Proof of such work must be presented by the teacher to the administration on or before September 1, for the work completed in the past year.
11. Special Education Any certified teacher teaching a type A Special Education Class will be given an additional \$300 per year over the regular salary.
12. Driver's Education Any certified Driver's Education teacher teaching a summer class in Driver's Training shall be paid at the professional hourly rate of \$4.00 per hour.

13. Allowance for Supplementary Pay For Athletic Department
 - A. Head Football Coach - 7% of Basic Salary
 - B. Assistant Football - 5% of Basic Salary
 - C. Reserve Coach Football 5% of Basic Salary
 - D. Freshman and Assistant Football Coach - 4% of Basic Salary
 - E. Cross Country - 3% of Base Salary
 - F. Head Basketball - 7% of Base Salary
 - G. Reserve Basketball - 5% of Base Salary
 - H. Jr. High Basketball - 3% of Base Salary
 - I. Head Wrestling - 5.5% of Base Salary
 - J. Head Baseball - 5.5% of Base Salary
 - K. Reserve Baseball - 3% of Base Salary
 - L. Head Track - 5.5% of Base Salary
 - M. Reserve Track - 3% of Base Salary
14. Substitute Teachers
 - A. Substitutes pay shall be \$12.00 per half day or \$20.00 per full day of teaching.
 - B. Should a substitute be engaged continuously for an extended length of time the pay shall be determined on a salary basis applicable to the status of that substitute teacher.

VI, If emergency situations occur and a high school teacher is requested to accept a teaching assignment during the conference period, the teacher accepting this assignment will be paid: $1/6$ of the teacher's contract prorated for the time of the emergency for subjects calling for preparation or the teacher shall be paid $1/10$ of the teacher's contract for an assignment such as study hall or hall duty supervision. The foregoing is applicable when the normal schedule for a high school teacher is 5 teaching assignments and a conference period.

ARTICLE IV

Leave Pay

A. One day of sick leave per month up to ten (10) days per year accumulative to sixty (60) days will be granted for the following reasons to the teachers employed by the Fowlerville Community Schools.

1. Personal illness of such nature as to render member unfit for service.
2. Quarantine of member.
3. Illness in the immediate family of member limited to parents, wife or husband or guardian, or child or ward.

B. Leave for emergencies may be granted at the discretion of the Superintendent. Such absences are to be charged against sick leave.

C. Leave of absence with pay not charged against the teacher's allowance shall be granted for the following:

1. 5 days for death in the immediate family. Immediate family is defined as husband or wife, father or mother or guardian or child or ward.
2. Visitation at other schools or for attending educational conferences or conventions approved by the Superintendent of Schools.

D. Military leave of absence shall be granted to any tenure teacher or probationary teacher having one or more successful years of service in the Fowlerville School system who shall be inducted or shall enlist, in lieu of induction, for military duty in any branch of the armed forces of the United States.

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

E. Teachers shall be granted one full day or two (2) half days per school year for the purpose of conducting personal business. These days shall be subject to the approval of the Superintendent of Schools and shall be arranged for in advance.

F. Any teacher who finds it necessary to use more than the accumulated sick leave, but not in excess of 10 days salary, shall be reimbursed at the end of the school year for the amount deducted at the time of illness.

G. Absences not covered in the above items will result in the deduction in the salary equal to 1/190 of the total salary per year.

H. The Board of Education reserves the right to require a doctor's certificate in case of illness.

ARTICLE V

Teaching Hours

A. The teacher's normal teaching hours in the schools shall be 8 consecutive hours per day including the lunch period.

B. Hours of kindergarten teachers shall be fixed by the principal at the beginning of each semester but shall in no event be longer than the foregoing.

C. The Board recognizes the principle of a standard forty-hour workweek and will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within such standard workweek. Extra-curricular duties, without pay, in excess of the forty-hour week, will be assigned as equally as possible to the members of the teaching staff of the building concerned. Bus riding and ticket taking will be voluntary.

D. All teachers shall be entitled to a duty-free uninterrupted lunch period. The lunch period shall be a minimum of 30 minutes each day.

E. Elementary teachers will be entitled to a fifteen minute relief time per day. Teachers of music shall be entitled to two such periods each day.

F. Time release for teacher's staff meetings shall be one period (hour) per month.

ARTICLE VI

Teaching Loads and Assignments

A. The normal teaching load in the Junior and Senior High School shall include at least 5 conference or preparation periods each week.

B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study.

C. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals as soon as practicable. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning elementary school teachers to different grade levels unless the teacher requests such change.

ARTICLE VII

Teaching Conditions

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered as soon as space is available, and that pupil teacher ratio be set

by considering the facilities available, the academic achievement of the students, and the teaching methods used.

B. The Board recognizes that appropriate books, supplies and equipment are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and that the Board undertakes promptly to implement all joint decisions thereon made by its representative and the Association.

C. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.

D. The Board shall make available in each school adequate lunchroom, restroom and lavatory facilities for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted.

E. Present telephone facilities shall be made available to teachers for their reasonable use.

F. In schools where continuous cafeteria service for teachers is not available, a vending machine for beverages may be installed at the request of the Association, the profits to be used for the existing Teachers' Recreational Fund.

G. Adequate parking facilities shall be made available to teachers for their use.

H. The M E A Code of Ethics adopted 1963 shall be used as a guideline for the teachers personal and professional behavior. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, unless their actions are proven to be detrimental to the children.

I. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed,

religion, color, national origin, age, sex or marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.

ARTICLE VIII

Protection of Teachers

A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, 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. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with full responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counsellors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

B. The Board reserves the right, with the cooperation of the Association, to determine if the action of a teacher is within the scope of Board policy. The Board of Education will provide legal counsel and assistance to teachers acting within the scope of School Board policy as provided below:

1. A case of assault upon a teacher which has been promptly reported to the Board or its representative.
2. A complaint or suit against a teacher by reason of disciplinary action taken by the teacher against a student.

3. Time lost by a teacher in connection with the incidence above shall not be charged against the teacher.

C. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.

D. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss to person or property.

ARTICLE IX

Negotiation Procedures

A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this contract by mutual agreement. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary public information and otherwise constructively considering and resolving any such matters.

B. In the event the salary schedule is reopened for negotiation, by either party, as provided in Article III of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least sixty days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

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 and each party may select its representatives from within or outside the school district. It is recognized that no final

agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

ARTICLE X

Professional Grievance Negotiation Procedure

A. A grievance shall be defined as an alleged violation of this agreement or written board policies or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms or conditions of employment. Should a teacher feel that there has been a violation, he will take the following steps:

1. The teacher will file a written grievance indicating the part of the contract violated within 10 attendance days of the alleged violation with the Superintendent of Schools.
2. The teacher shall notify the designated representative of the Association of his grievance and may request his presence at the presentation of the grievance or proceed to step three (3) without the designated representative at the teacher's option. The designated Association representative may be present at any adjustment of the alleged grievance at any level. The grievant teacher shall be present at all meetings at any level unless physically or emotionally unable to attend.
3. The Teacher with or without the designated representative may discuss the grievance with the principal informally within five (5) days after receipt of the alleged violation.

4. If no satisfactory conclusion is reached within ten (10) days following the discussion set forth above, the teacher with or without a designated representative shall request an interview with the Superintendent of Schools. The Superintendent shall have a hearing concerning the alleged grievance. A decision in writing by the Superintendent shall be given to the employee within ten (10) days after the hearing.
5. If this decision is not satisfactory, the teacher may submit a written request to the Superintendent of Schools or the Secretary of the Board, at least ten (10) days prior to the next regular meeting of the Board of Education. The teacher with or without the association representative shall be given an opportunity to be heard at the regular meeting. The Board shall render its decision in writing within fifteen (15) days of the meeting. The 15 days may be extended by mutual consent of the grievant and the Board.
6. If the decision of the Board is not satisfactory to the teacher, the grievance may be submitted to mediation. The mediator shall have no power to alter, add to or subtract from the terms of this agreement.
 - B. Failure to appeal a decision at any level within the specified time limits shall be deemed an acceptance of the decision at that level.
 - C. The teacher will have the right to withdraw a grievance at any level.
 - D. The costs of any mediation under this Article, other than counsel fees, shall be shared equally by both parties to the agreement.
 - E. When the conclusion of a case is under the authority of the Board of Education, and a teacher is found to be unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost.

If he shall have been found to have been improperly deprived of any professional compensation, it shall be paid to him.

F. The Association will have on file, in the office of the Superintendent, the name of the Association Representative in each building.

ARTICLE XI

Miscellaneous Provisions

A. The Board agrees at all times to maintain a list of substitute teachers. Teachers shall be informed of a telephone number they should call at least one hour prior to reporting time to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

B. The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the district and the Association shall, whenever feasible, have the opportunity in advance to consult with the Board, or its representative, with respect thereto prior to adoption.

C. Both parties to this Contract recognize that ethical behavior and professional attitudes are necessary for the welfare of our educational endeavors. The professional Code of Ethics authored by the Michigan Education Association and the National Education Association shall be recognized as the guidelines for professional conduct. The Association hereby agrees to encourage teachers in their respect for and compliance with these Ethical Codes. To do so, it will create a Professional Practices Committee made up of five teachers who are members of the FEA, to be selected by the Executive Committee and two to be elected by members of the Fowlerville Education Association. Committee members shall hold one year terms of office. The duties of the committee shall be to (1) present and acquaint all teachers with the contents of the Professional Code of Ethics, and (2) encourage their adherence to the Code. It may hold informal, or formal hearings, discussions, investigations, or examinations and may censure, either verbally or in writing, examples of code violations. It

may, if it deems necessary, file reports with the Board of Education. It has no disciplinary powers not specified above.

D. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts theretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The Provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

E. Copies of this Agreement shall be printed and supplied to all teachers now employed or hereafter employed by the Board.

F. 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 be void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

G. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program.

ARTICLE XII

Duration of Agreement

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

FOWLERVILLE BOARD OF EDUCATION

BY _____
Its President

BY _____
Its Secretary

FOWLERVILLE EDUCATION ASSOCIATION

BY _____
Its President

BY _____
Its Secretary