17-61

This Contract entered into this _____ day of _

PROFESSIONAL EMPLOYMENT CONTRACTSSIONAL NEGOTIATIONS.D.,

1967, 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 convenants, it is hereby agreed as follows:

ARTICLE I

Recognition

The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II 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 counselors, 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 MEM refer to all employees represented by the Association in the

New: June 30, 1968

- 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, the Michigan Education Association and the Fowlerville Education Association upon such conditions as the Association shall establish. 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 or 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 indentification 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 official, 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 the provisions of P. A. 379, and other applicable laws.
- 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 salary 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, 1967 and at least sixty (60) days prior to the first day of April 1968, either party may request the reopening of negotiation of the salary schedule for contract year 1968-69.
- 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, in excess of the recognized forty hour week 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.
- F. The school calendar will be developed by a committee composed of three members of the Board of Education or their representatives and three teachers. The committee will meet in January and develop a calendar to recommend for adoption by the Board of Education.

The school year will start the day after Labor day and consist of 190 working days which include Thanksgiving and Memorial day when a school day, as paid Legal Holidays.

The Christmas recess will include Christmas day and New Years day. The Easter recess will include Good Friday.

Bad Weather days, called by the administration, will be considered as working days if the teacher is at home or at school. The students should be in attendance a minimum of 175 days and if Bad Weather days, called by the Administration, reduce attendance below this number, the days will be made up by reducing the Christmas or Easter recess periods or adding to the school year without additional compensation to the teacher, but not to exceed 10 days at the end of the school year.

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:

Salaries Bachelors degree Masters degree	Minimum \$5800 \$6100	<u>Maximum</u> \$8000 \$8400
Increments Bachelors degree	(6 increments) (4 increments)	\$200 per year \$250 per year
Masters degree	(9 increments) (2 increments)	\$200 per year \$250 per year

- 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 10 years of experience for the bachelor's degree teacher and the first 11 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
6. Faculty sponsor of yearbook
7. Faculty sponsor of Student Council
8. Faculty sponsor of G.A.A.
9. Faculty sponsor of Cheerleaders
\$100 per year
\$100 per year
\$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 renum eration, 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.

ll. 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. <u>Driver's Education</u> 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 Basic Salary

F. Head Basketball - 7% of Basic Salary

G. Reserve Basketball - 5% of Basic Salary

H. Jr. High Basketball - 3% of Basic Salary

I. Head Wrestling - 5.5% of Basic Salary
J. Head Baseball - 5.5% of Basic Salary

K. Reserve Baseball - 3% of Basic Salary

L. Head Track - 5.5% of Basic Salary

M. Reserve Track - 3% of Basic 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 one-hundred (100) days will be granted for the following reasons to the teachers employed by the Fowlerville Community Schools.
 - Personal illness of such nature as to render member unfit for service.
 - 2. Quarantine of member.
 - Illness in the immediate family of member limited to parents,
 wife or husband or guardian, or child or ward.

Any teacher who is absent because of an injury or disease compensable under the Michigan Workmans Compensation law or any other insurance provided by the Board of Education, shall receive from the Board the difference between the Workmans Compensation payment, or the insurance payment and his regular salary, until the accumulated sick leave of the teacher has been used.

- 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:
 - 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.
 - 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. Two business days a year, the second to be charged against the sick leave allowance, may be used for personal business, non-cumulative.

The purpose of this leave is to relieve teachers of financial hardship in situations over which they have no control.

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

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

A personal business leave day shall not be granted for the day preceding or the day following holidays or vacations, and the first and last days of the school year.

- 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, for days accumulated after the illness, 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.

I. Maternity leave without pay will be granted to tenure teachers upon written request. The leave will be granted at the end of the fifth month and extended to three months after the birth or to the end of the school year in which the birth occurred if the teaching positions are filled.

The teacher will be given her original position if it is open or be assigned to any position for which she is qualified.

A teacher wishing maternity leave should make the request in writing as soon as possible but not later than the fourth month of pregnancy to the Superintendent of Schools.

A teacher may teach after the fifth month of pregnancy, or within three month after the birth of a child with a medical report from the teacher's doctor and permission of the Board of Education.

ARTICLE V Teaching Hours

- A. The teaching day shall consist of seven consecutive hours excluding lunch.
- B. The teacher is expected to be in the classroom or assigned location 15 minutes before the students day begins and 15 minutes after the students day ends.
- C. The parties recognize the principle of a normal forty (40) hour work-week, exclusive of lunch. The parties realize that a normal forty (40) hour work-week in education cannot be interpreted literally. However, attendance at staff meeting, extra duties associated with the teaching profession such as attendance at open houses, parent-teacher conferences, public performances of children in plays, concerts, athletic activities, and other extra curricular activities would fulfill the difference between the thirty-five (35) hour teaching week and the forty hour work-week. 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. Time release for teacher's staff meetings shall be one day per semester.

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. The elementary school schedule will be arranged to provide a 45 minute block of time during the teaching day to allow teachers time to work together for preparation, evaluation and planning.
- 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 jount 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 MEA 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 counselors, 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 Precedures

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.
- 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, in writing, 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 with 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 fifteen (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 leval.
- 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 will be duly advised by the Board of fiscal, budgetary and tax programs affecting the district and the Association

- will 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 prefessional attitudes are necessary for the welfare of our educational endeavors. The professional Code of Ethics authorized 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. Violations of the Code of Ethics may be referred to the committee by the administration or a faculty member.
- 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 make 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, 1967 and shall continue in effect for one (1) year until the 30th day of June, 1968. 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	
FOWLERV	ILLE	EDUCATION	ASSOCIATION
BY	Its	President	
BY	Its	Secretary	