

Fowlerville
8

1969-70

PROFESSIONAL EMPLOYMENT CONTRACT

This Contract entered into this _____ day of _____, A.D.,
1969, 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:

Fowlerville
Bd of Educ.

M.E.A.
1216 KENDALE
E. Luns., M.
48824

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OFFICE OF
PROFESSIONAL NEGOTIATIONS

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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, with respect to wages, hours, terms and conditions of employment for all professional teaching personnel, including personnel on tenure, on probation and classroom teachers, guidance counselors, librarians 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 substitutes. A teacher acting as Athletic Director is considered a supervisor and excluded only in his position as the Athletic Director.

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.

ARTICLE II
Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher working for 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. The facilities used shall be scheduled with the building principal. 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 teacher's 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 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 III

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 Public Acts 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 IV
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 September 1, 1969 and at least sixty (60) days prior to the first day of April 1970, either party may request the reopening of negotiation of the salary schedule for contract year 1970-71.

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 teaching responsibilities, as defined hereinafter, 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 consist of 190 working days and 180 attendance days.

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.

SCHEDULE A

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

90-95	semester hours	\$5500
96-101	semester hours	\$5800
102-108	semester hours	\$6100
109-115	semester hours	\$6400
116-122	semester hours or life certificate	\$6700

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

	<u>Index</u>	<u>Bachelors degree</u>	<u>Masters degree</u>
First Year	1.00	\$6900	\$7350
Second Year	1.04	\$7175	\$7650
Third Year	1.08	\$7450	\$7950
Fourth Year	1.13	\$7800	\$8300
Fifth Year	1.18	\$8150	\$8675
Sixth Year	1.24	\$8550	\$9125
Seventh Year	1.30	\$8975	\$9550
Eighth Year	1.35	\$9325	\$9925
Ninth Year	1.40	\$9650	\$10,300
Tenth Year	1.44	\$9925	\$10,575
Eleventh Year	1.48	\$10,200	\$10,875

III. "At the preference of the individual teacher, at the beginning of the school year, the salary will be divided into 26 equal parts and pay periods will be every two (2) weeks, or salary will be divided into 21 equal parts and pay periods will be every two (2) weeks during the school year."

IV..a. Teachers on a full - year contract will receive the school year salary plus 25% of that salary. This salary includes a paid 2 week vacation in the summer. The contract will be from September 1 to August 31.

b. The summer program is a continuation of the school program for the school year ending June 30. Teachers working in the summer program will be paid at 1/190 of their school year contract for each day worked unless otherwise provided for in this contract.

V. 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 satisfactory. Experience from another school system will be accepted only if the experience was earned while the teacher has a Provisional or Permanent certificate. Any teacher commencing service with the district shall be credited with previous years of satisfactory teaching experience up to a maximum of five years. A teacher with more than five years experience will receive full credit for each satisfactory year of teaching when he has been placed on tenure. 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.

VI. 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.

VII. In addition to the basic teacher salary as provided in the foregoing, there shall be paid the following sums after the successful completion of the activity. Percentages are applied to the Bachelors base.

1. High School Instrumental Music	8%
2. F F A	5%
3. F H A - High School	3%
4. Director of Play /play	3%
5. Faculty Sponsors	
A. Year Book - High School	4%
Middle School	2%
B. Student Council - High School	5%
Middle School	3%
C. G A A	4%
D. Cheerleaders	4%
E. Senior Class	2%
F. Junior Class	3%
6. Athletics	
A. Head football coach	12%
(4) Assistant football coaches*	24%
B. Head basketball coach	11%
(2) Assistant basketball coaches*	12%
C. Head baseball	7%
(1) assistant baseball	5%
D. Track	7%
(1) (Cross Country)	4%
E. Wrestling	8%
F. Middle School Intramural	
(1) Boys *	5%
(2) Girls *	5%
7. Driver Education	
Behind the wheel	\$5.00/hr
Classroom	\$5.50/hr

*The Athletic Director, the Principal and the Superintendent will allocate the percentages based upon time and responsibility of the assignments.

VIII. 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. When the schedule is different than the one cited above, the pay will be adjusted for the period of time involved.

IX. Once teachers have completed 10 semester hours after receiving a bachelors degree they will be reimbursed \$20/ semester hour for college courses they take that meet administrative approval. Proof of such work must be presented by the teacher on or before September 1, for the courses completed in the last year.

HOSPITALIZATION

X. The employer shall pay the total cost of Blue Cross-Blue Shield MVF-1 Semi-Private or equivalent hospitalization insurance as selected by the employer for the single employee or \$15 toward family coverage under the same plan for teachers with dependents. When the husband and wife both teach for the school, the employer will furnish full family coverage.

ARTICLE V
Leave Benefits

A. Sick Leave

1. Any teacher absent from duty because of personal illness or injury shall be paid his full salary for the period of such absence not to exceed a total of 10 sick days in any one year except where additional sick leave days have been accumulated. The days of sick leave shall be credited to the teacher on the first day he reports for duty in each school year.

2. At the beginning of each school year each teacher shall be credited with the number of days of sick leave not used during the previous school year. Unused sick leave days may be accumulated from year to year to a maximum of (100 days)

3. Any teacher leaving the school system who has used such sick days in excess of his allowance (eg. at the rate of one (1) day per month) shall have such sick leave pay deducted from his final check.

4. Sick leave with pay will be granted for the following reasons:

a. Personal Illness of a nature that prohibits successful fulfillment of duties.

b. Quarantine of member

c. Illness in the immediate family of member. Limited to, parents, spouse, guardian, or child/ward.

5. Sick leave compensable under workmens compensation or other insurance provided by the system:

a. The teacher shall receive, from the system, the difference between the Insurance and his regular salary.

b. This shall prevail only until the total accumulative sick leave of the teacher has been used.

6. The Board reserves the right to require a Doctor's statement of the members condition on any illness.

7. Personal Business Leave:

a. Personal business is an activity of a nature that requires the teachers presence during the school day and cannot be attended to at another time of day.

b. Request for Personal business leave shall, when possible, be requested in writing five (5) school days in advance.

c. Personal business leave days will be granted providing substitutes are available.

d. 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.

e. Two (2) personal business days per year may be used (non-cumulative). The second to be charged against the sick leave allowance. One of these days need not meet the above criteria providing substitutes are available.

B. Leave of Absence

1. Leave of absence with pay will be granted for the following reasons and not charged against sick leave.

a. Death of spouse, parents, guardian, or child/ward, not to exceed five (5) days.

b. Approved conferences, conventions, or visitations to other schools.

c. Military leave shall be granted according to state law.

d. 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 months after the birth of a child with a medical report from the teacher's doctor and permission of the Board of Education.

C. 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.

ARTICLE VI

Teaching Hours

A. The Elementary schedule will be from 8:30 a.m. to 3:30 p.m. Teachers will have a 45 minute preparation period between 8:30 a.m. and 9:15 a.m. The students day starts at 9:30 a.m. and ends at 3:30 p.m.

B. The Middle School Schedule will be from 8:00 a.m. to 2:30 p.m. Each teacher will be assigned a 50 minute conference period.

C. The High School schedule will be from 7:50 a.m. to 2:30 p.m. The day will be divided into six 55 minute periods, one of which will be assigned to each teacher for conferences.

D. 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.

E. The parties recognize that the work week in education cannot be interpreted literally. The teacher is required, in addition to the regular classroom assignment, to make a careful daily preparation, to attend staff meetings and to attend parent-teacher conferences. Teachers are also encouraged to attend performances of the students in plays, concerts, athletic activities and other extra-curricular activities.

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

G. Time release for teacher's inservice meetings shall be $\frac{1}{2}$ day per semester.

ARTICLE VII

Teaching Assignments

A. 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.

B. 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 VIII
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. The pupil-teacher ratio is an important aspect of an effective educational program. The parties agree that a class size not to exceed 25 students per self contained classroom in grades K to 2nd inclusive and not to exceed 30 students per self contained classroom in all other grades is an ideal goal for the Fowlerville School system. However, the parties further recognize that operational problems frequently make attainment of any such goal difficult. The District agrees to make every reasonable effort to continue and improve upon its goal to reduce class size. In addition, the District will make every reasonable effort to level class size within grade levels. Nothing contained herein should limit special large groups and experimental instruction classes.

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. A telephone shall be made available to teachers for their reasonable use in the teachers' lounge. Toll calls will be charged to the teacher if not related to school business.

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. Parking facilities shall be made available to teachers for their use.

H. 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 IX
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 recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just, and in accordance with established board policy.

C. The Board will provide liability insurance for teachers to protect them from any complaint or suit against the teacher by reason of action taken by the teacher while performing his duties within the scope of Board policy.

D. Any case of assault upon a teacher which has its inception in a school centered problem shall be reported immediately in writing to the Superintendent or his designated representative. The Superintendent with

legal consultation will advise the teacher of what action should be taken and to what extent the Board of Education will assist.

E. Time lost by a teacher in connection with any incident mentioned in this article, not compensable under workmans compensation, shall not be charged against the teacher unless he is adjudged guilty by a court of competent jurisdiction.

ARTICLE X
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 IV 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 the Board of Education and by 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 XI
Grievance Procedure

A. A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of this Agreement or written board policies affecting working conditions of the teacher. Should a teacher feel that there has been a violation, he will take the following steps:

Step 1. The teacher with or without a designated representative may discuss the grievance with the Principal informally within five (5) attendance days of the alleged violation. If no satisfactory conclusion is reached within three (3) attendance days following the discussion set forth above, the teacher shall reduce the grievance to writing and proceed within ten (10) attendance days of said discussion to Step two. A copy of the written grievance shall be filed with the Superintendent or his designated agent as specified in Step one with the endorsement thereon of the approval or disapproval of the association.

Step 2. The Superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated association representative at the option of the grievant to discuss the grievance. Within ten (10) attendance days of the discussion, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the Building Principal in which the grievance arose, and place a copy of same in a permanent file in his office. If the decision is unsatisfactory to the grievant, the grievant may appeal same to the Board of Education by filing a written grievance along with the decision of the Superintendent with the officer of the board in

charge of drawing up the agenda for the board's meeting not less than ten (10) attendance days prior to the next regularly scheduled board meeting.

Step 3. Upon proper application as specified in Step Two, the Board shall allow the teacher and/or his association representative an opportunity to be heard at the meeting for which the grievance was scheduled. The Board shall render its decision, in writing, within fifteen (15) attendance days of the meeting. The fifteen (15) attendance days may be extended by mutual consent of the grievant and the Board. A copy of the written decision of the board shall be forwarded to the Superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant, and the Secretary of the Association.

Step 4. If the decision of the Board is not satisfactory to the teacher, the grievance may be submitted to mediation.

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 XII

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's representative 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. 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 a legal contract between the Board and the Association.

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

E. 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.

ARTICLE XIII

Continuity of Operation

A. The Association recognizes that strikes, as defined by Section 1 of Public Act 336 of 1947 of Michigan as amended, by public employees, are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board.

ARTICLE XIV

Duration of Agreement

A. This Agreement shall be effective as of September 1, 1969 and shall continue in effect for one (1) year until the 31 day of August, 1970.

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