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PROFESSIONAL EDUCATION AGREEMENT

between

THE SCHOOL DISTRICT OF THE CITY OF FREMONT

and

THE FREMONT EDUCATION ASSOCIATION

1967

Fremont School District

#2 - No
#4 - No
#5 - No

MEA
1216 Kendall
East Lansing, Mich.
48823

David Anderson
233 E. Elm St.
Fremont, Mich.

Dud: June 15, 1968

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PROFESSIONAL EDUCATION AGREEMENT
between
The Fremont School District
and
The Fremont Education Association

This agreement entered into this 22 day of August, 1967,
by and between the Fremont Board of Education of Fremont, Michigan, and
the Fremont Education Association.

General Statement of Policy

The Board of Education of the School District of Fremont (hereinafter referred to as the "Board") and the Fremont Education Association (hereinafter referred to as F.E.A.) agree that the development and implementation of a high quality instructional program is the joint responsibility of the Board and the professional educators who are employed by the Board. It is further agreed that the best way to discharge the joint responsibility is through close consultation among the Board, the administration and the teaching staff.

Since these groups have the same goal of providing the best possible education for all students enrolled in the schools, relationships must be established which are based upon these high ideals. All actions, discussions, and agreements will be based on the premise that the welfare of the student will be the overriding consideration governing both parties.

Article I

Recognition

Resolved that the Fremont Board of Education hereby recognize the Fremont Education Association as the professional negotiation unit for the professional employees of the schools with the exception of the following: Superintendent, Principals, and Supervisors, Community School Director, Business Manager, Nurse, or any other person having executive authority or administrative or managerial functions.

Nothing contained herein shall be construed to prevent any individual from presenting a grievance and having the grievance adjusted without intervention of the F.E.A. if the adjustment is not inconsistent with the terms of this agreement.

Article II

Teacher Rights and Responsibilities

The Board and the F.E.A. agree to abide by Act 379 of the Public Acts of 1965 and to all the applicable laws and statutes pertaining to teacher's rights and responsibilities. The Board and the F.E.A. agree to the Board of Education Policies now in effect unless otherwise altered by specific conditions contained within this contract. The policies shall be attached to, but not incorporated in, this contract.

Teachers shall have the right to join any teacher organization, but membership in a teacher organization shall not be required as a condition of employment.

The Board agrees to furnish to the F.E.A. information concerning the financial resources and expenditures of the district, which will assist the association in developing intelligent accurate, informed and constructive programs.

Article III

Board of Education Rights

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested it by the laws and the Constitution of the State of Michigan, and/or the United States, including, but without limiting the generality of the foregoing: the management and control of school properties, facilities, grades, and courses of instruction, materials used for instruction, and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel.

The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this agreement.

Article IV

Teaching Hours

High School teachers will be in their rooms no later than 15 minutes, and elementary 30 minutes, before school begins and must remain in their respective teaching stations 30 minutes after school ends, except on Fridays, or days of required school functions, when teachers may leave at the end of classes.

A teacher shall not be required to report more than four working days prior to the beginning of classes in September or to remain more than one day after classes end in June.

All teachers shall attend meetings called by the administration as a regular part of their teaching duties unless otherwise excused by the administration.

A teacher engaged during the school day in professional grievance negotiation shall be released from regular duties without loss of salary.

Article V

Teaching Loads and Assignments

- A. The normal daily teaching load in the junior and senior high school will include five (5) hours. Any deviation from this will be by mutual consent.
- B. Teachers shall not be assigned, without 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 assignment in the elementary school and secondary subjects will be notified and consulted by their principals as soon as practicable. Effort shall be made to notify the teacher prior to the signing of contracts.
An effort will be made to relieve the noon hour burden on elementary teachers.
- D. Elementary teachers shall take students to the lunch line and they will be seated. The teacher shall be relieved from duty thereafter.
- E. An effort will be made in the elementary school K-6 so the class size will not exceed more than thirty (30). The same will be made to limit academic classes in Junior and Senior High to thirty (30).

The following exceptions will be made:

Physical Education	45
Special Education	15
Home Economics	25

Article VI

Teaching Conditions

The Board and the F.E.A. agree to work together to resolve any and all problems which might have a deleterious effect on the educational program or on the morale or on the working conditions of the teaching staff.

A teacher may, but will not be required, to drive a school bus as part of this regular assignment. Such teacher must be properly licensed by the State of Michigan.

Article VII

Transfer of Experience

A teacher entering the Fremont School system shall receive up to a maximum of seven years teaching experience. The superintendent may offer more to a candidate--one with outstanding credentials or one needed in a critical area.

Article VIII

Protection of Teachers

If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his employment, the board will upon request, provide legal counsel and render any necessary assistance to the teacher in his defense.

The loss of salary and legal expenses in connection with any incident mentioned in the above shall not be charged against the teacher if the teacher is judged innocent.

Significant or repeated complaints by a parent directed toward a teacher shall be promptly called to the teacher's attention by the administration.

Article IX

Concerted Action Prohibition

The F.E.A. and/or its members shall not engage in nor encourage concerted action of any type against the school district which would be in violation of this contract or in violation of the laws or statutes of the State of Michigan.

Article X

Grievance Procedure

1. If any teacher has a complaint of unjust treatment in the interpretation or application of this agreement, the aggrieved employee may present, in writing, this grievance individually or with the aid of his F.E.A. representative to his principals or immediate superior within five working days of said unjust treatment. The administrator with whom the grievance has been filed shall, within five working days, give an answer in writing to the grievance.
2. Failing satisfactory settlement, the grievance shall be reduced to writing within three working days from the time of the administrator's answer and referred to the F. E. A. grievance committee who will discuss the matter with the Superintendent of Schools. Both parties will make an earnest effort to settle the grievance.
3. If the grievance is not settled within five working days, it shall be referred to the Board of Education.
4. The Board will meet within twenty working days, following receipt of the grievance notice, with the Grievance Committee or teacher in an earnest attempt to dispose of it in a mutually satisfactory manner.
5. In the event the grievance is not settled within ten working days from the first Board - F.E.A. meeting the grievance may be submitted to the Michigan Labor Mediation Board.
6. Any expenses incurred through the Grievance procedure shall be borne equally by the Board of Education and by the F.E.A.

Article XI

Requirements for Compensation

- A. Salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement.
- B. All teachers in the Fremont Public Schools must meet a professional increment requirement. Teachers on the bachelor's degree scale must show evidence of having earned two semester hours credit every 3 years. Teachers on the master's scale must show evidence of having earned two semester hours credit every 4 years. If this requirement is not met on or before September 1 of the school year in which the credit is due, the teacher will not progress on the schedule.
- C. \$15 per semester hour taken from an accredited institution will be allowed after a teacher has completed the requirements for permanent certification. Proof must be presented that a candidate has completed the course before payment is made.

- D. To be placed on the M.A. + 15 schedule all credits beyond the Master's Degree must be approved by a credentials committee, designated by the Board of Education with teachers included.
- E. A teacher may be denied a salary increase for the coming year for failure to comply to administrative policy.
For example: gross incompetency in teaching area,
persistent tardiness
failure to follow administrators' directions.

Recommendations may be made by the immediate supervisor, other administrative personnel, or by the F.E.A. professional problems committee, and shall be used by the board in determining action of the said agreement. Notification of the above shall be made at the time tenure notification is made. A teacher must be notified of the violation by at least one of the groups listed above, with attempts made to correct the problem before it is submitted to the board of education.

Article XII

Personal Business Leave for Teachers

A personal business leave for certificated personnel shall be provided at the rate of one day per year. Any unused portion of the personal business leave shall accumulate to a maximum of two days.

Procedure for the administration of the personal business leave shall be governed by the following regulations:

1. The personal business leave shall not be subtracted from the sick leave accrual.
2. The personal business leave shall be used only in situations of urgency, for the purpose of conducting personal business which is impossible to transact on the week-end or after school hours.
3. Teachers wishing to make use of the leave must submit a request to the Superintendent at least five days in advance of the anticipated absence except in cases of emergency.
4. Personal business leave shall not be used by employees for the purpose of seeking employment elsewhere.

Article XIII

Leave of Absence

1. A leave of absence may be granted, on recommendation of the Superintendent of Schools for a period not to exceed one year to any employee having successfully completed the probationary period.

2. Unless otherwise specified, a leave of absence when granted by the Board of Education, shall:
 - a. Guarantee the employee to return to employment in the first vacant position for which, in the opinion of the Superintendent of Schools, he is qualified.
 - b. Not entitle the employee to accrual of sick leave.
 - c. Not entitle the employee to advancement on schedule for the time away from actual employment unless pre-arranged with the Superintendent of Schools.
3. Sabbatical leaves would assist teachers in growing professionally. The Board of Education and the F.E.A. agree to study the future possibilities of incorporating this in a future contract.

Article XIV

Maternity Leave

Maternity leave without pay may be granted, commencing not later than the end of the sixth month of pregnancy (the principle of "good taste" will govern), except that when this date falls within one month of the end of the semester, the teacher may be permitted to complete the semester. The teacher may return from such leave if there is an opening for which she is qualified and she has a certificate of good health from a licensed physician.

Article XV

M.E.A. Institute

1. Certificated personnel will be expected to attend the State Institute which is designated as the M.E.A. Region 9 and 13 Conference.
2. Those who do not plan to attend the conference shall apply to the Superintendent of Schools for work assignments for the time the conference is in session.
3. Those who do not attend the conference and who do not apply for special work assignments may suffer loss of pay for this time.

Article XVI

Retirement

Any teacher of the Fremont School District who becomes 65 years of age prior to the effective beginning date of his new contractual year shall be subject to automatic retirement.

Article XVII

Sick Leave - Chargeable Against Teacher's Allowance

Teachers shall receive 10 days sick leave per year accumulative to 90, except as provided in Article XII (Personal). An extra 10 days credit to be given, retroactive to September 1, 1966.

A maximum of three days for each death in the immediate family to include children, wife or husband, sister or brother, mother or father, mother-in-law or father-in-law.

Article XVIII

Teacher Evaluation

Each teacher shall be evaluated each school year by his immediate supervisors and this will be discussed between supervisor and teacher, and placed on file.

Article XIX

Tenure

- A. A tenure committee shall be organized annually for review of new teachers in the system and those eligible for tenure that year. Teachers will be notified as to the time and place of the meeting. The committee shall meet three times a school year--November, January, and March, and shall consist of:
- Head of Department or Building Representative
 - Principal
 - Superintendent
 - Board members
- B. A department head must be a tenure teacher.

FREMONT PUBLIC SCHOOLS

Fremont Teacher Salary Schedule -- 1967-68

Stop	Bachelors Degree	Masters Degree
1.	\$5,800	\$6,200
2.	5,975	6,375
3.	6,200	6,625
4.	6,400	6,850
5.	6,625	7,050
6.	6,825	7,300
7.	7,100	7,550
8.	7,375	7,825
9.	7,650	8,100
10.	7,900	8,425
11.	8,175	8,750
12.	8,500	9,100
15.		9,300

M.A. Degree + 15 hours --- \$200 extra.

\$7.00 per month, per contract, will be paid toward sick and accident insurance policy, or a total of \$84.00 per year. School-honored programs are the only ones ~~or~~ which the benefit may be applied.

* * * * *

Article XX

Duration of Agreement

This agreement is the complete agreement between the parties. This agreement shall become effective on September 1, 1967 and will remain in effect until June 15, 1968.

A request for the reopening of negotiations must be made in writing by February 1.

BOARD OF EDUCATION NEGOTIATION COMMITTEE

Superintendent (Date) By _____
V-President-Board of Education
(Date)

FREMONT EDUCATION ASSOCIATION

Chairman (Date) By _____
Representative (Date)

Representative (Date) By _____
Representative (Date)

Representative (Date)

BOARD OF EDUCATION

By _____ By _____
President of the Board (Date) Secretary of the Board (Date)