

RELATIONS LIBRARY

Michigan State University

PROPOSED EDUCATION ASSOCIATION AGREEMENT

This agreement entered into this _____ day of _____, 1966 by and between the Board of Education of the Lake Fenton Community Schools, Fenton, Michigan, hereinafter called the "Board", and the Lake Fenton Teachers Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of the Lake Fenton Community Schools is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and,

WHEREAS the members of the teaching profession are particularly qualified, they may be called upon for advice in formulating policies and programs designed to improve education standards, and,

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, for all professional educational personnel, including personnel on tenure, probation and on per diem appointments, classroom teachers, substitute teachers, guidance counsellors, librarians and speech and hearing therapists employed or to be employed by the Board (whether or not assigned to a public school building), but excluding supervisory and executive personnel and office and clerical employees. The term "teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

Lake Fenton Community School

MEA; 1216 Wendale; East Lansing 48823

B. The Board agrees not to negotiate with any teacher's 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.

C. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association). Such sum shall be deducted as dues from the regular salaries of all member teachers over a two month period and remitted regularly to the Association, but only when such signed order to do so has been filed with the Treasurer of the School District.

ARTICLE II

Teacher Rights

A. 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.

B. Activities of Bargaining Unit:

1. Members or representatives of the Association are authorized to meet in any of the Lake Fenton School Buildings. No employee shall be permitted to attend such a meeting during his or her regular working hours. The scheduling of facilities for such a meeting is to be arranged with the Principal of the building at least 24 hours in advance of the meeting.
2. The Association will have access to the school mail boxes for distribution of informational material. Items distributed must bear the name of the organization sending it.
3. Activities of this group are not to interfere with the regular programs of the school.
4. Students shall in no way be involved in unit activities.
5. The Association is permitted to post informational material on bulletin boards or other available space away from areas frequented by the student body. The informational material will be identified with the name of the individual posting it or the unit authorizing it.

6. It is unlawful for the school district to "contribute to...any labor organization". Therefore the school will not be able to permit any unit to use school supplies or equipment for union purposes.

C. The Board agrees to furnish to the Association in response to reasonable requests from time to time all pertinent information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers together with information which may be necessary for the Association to process any grievance or complaint.

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 for one year.

The anticipated income for 1966-67 is \$675,750. Contracts shall be re-opened under the following circumstances:

1. Increase or decrease must be at least 3% over or under anticipated income.
2. If increase or decrease is over or under 7% only that amount between 3% and 7% may be negotiated.
3. Of the amount between 3% and 7% not more than 66% may be negotiated by the Association.

B. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined, during normal teaching hours. Teachers new to this system shall be asked to report 3 working days prior to the first day of session in September; other teachers shall not be required to report more than 2 working days prior to the first day of session in September. No teacher will be required to remain more than 2 days after the last day of session in June.

All teachers will be required to spend at least 40 hours a year in non-compensated school related activities. These may be, but shall not be limited to: Attendance at P.T.A. meetings, sponsoring of clubs or other youth activities, chaperoning school activities, etc.

ARTICLE IV

A. The Board recognizes the principle of a standard forty hour work week and will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within such standard work week. The Board will not require teachers regularly to work in excess of such standard work week within or outside of any school building except in those activities covered by extra duty compensation.

B. All teachers shall be entitled to a duty-free uninterrupted lunch period of not less than 35 minutes except in which case of noon assignment released time shall be given during the homeroom period.

C. Elementary teachers will be provided a fifteen minute relief time per day on the average.

D. All teachers shall be responsible for all children throughout the entire school day.

ARTICLE V

Teaching Loads and Assignments

A. The normal weekly teaching load in the senior high school will be a 5:1 ratio between teaching periods and unassigned preparation periods. The normal weekly teaching load in the junior high schools will be a 5:1 ratio between teaching periods and unassigned preparation periods. The normal weekly teaching load in the elementary schools will be 30 teaching periods. No departure from these norms, except in case of emergency, shall be authorized without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the grievance procedure hereinafter set forth.

B. Teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates.

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 practical and prior to June 1st, if possible. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such change.

D. Teachers should not be assigned as sub teachers during their preparation period unless an emergency arises or unless the teacher has indicated a desire to serve as a substitute.

It is incumbent upon the Board to recruit an adequate supply of substitute teaching personnel.

ARTICLE VI

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 wherever possible and practical to the following maximums:

(1) Kindergarten	22 pupils
(2) Elementary school grades	25 pupils
(3) Special classes for handicapped or mentally retarded	15 pupils
(4) Special sight-saving and hearing conservation classes	12 pupils
(5) Emotionally disturbed classes	9 pupils

The maximum class size per teacher in the secondary school should be as follows whenever possible and practical:

English, Social Studies, General Education, Mathematics, Science, Language, Business	25 pupils
Typing	30 pupils
Industrial Arts	20 pupils
Drafting	30 pupils
Vocational Shops	20 pupils
Homemaking	20 pupils
Music	35 pupils
Art	25 pupils
Health Education	40 pupils
Pool	30 pupils
Hygiene	25 pupils

These data represent optimum aims. The Board should agree to make every effort to provide these ratios when practical.

B. The Board recognizes that appropriate texts, library references, facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials 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.

C. Under no conditions should 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 lunch room, restroom and lavatory facilities for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty room in which smoking shall be permitted.

E. Telephone facilities shall be made available to teachers for their reasonable use and shall be limited to non-toll calls only.

F. In schools where cafeteria service for teachers is not available, a vending machine for beverages shall be installed at the request of the Association.

G. Adequate parking facilities shall be made available to teachers.

H. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board except as it exceeds the bounds of questionable, ethical or moral behavior that brings disgrace and discredits the Lake Fenton Community Schools.

ARTICLE VII

Vacancies and Promotions

A. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least seven calendar days.

B. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system of the district, and other relevant factors.

ARTICLE VIII

Transfers

A. Since the frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible.

B. In the event that transfers of teachers appear to be necessary, lists of available positions in other schools shall be posted in the same manner as provided in Article VII.

C. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

ARTICLE IX

Leave Pay

A. Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law may receive from the Board the difference between the allowance under the Workmen's Compensation Law plus Washington National Insurance and his regular salary. This becomes effective only after the termination of accumulated sick leave. This differential may be paid for a period of time not to exceed 30 days.

B. Each teacher shall be entitled 10 days sick leave annually with an accumulation up to 60 days for the unused portion of each year's leave which shall be available in future years.

ARTICLE X

Leaves of Absence

A. Any teacher whose personal illness extends beyond the period compensated under Article IX shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position, if available.

B. Leaves of absence with pay chargeable against the teacher's allowance shall be granted for the following reasons:

- (1) A maximum of five days per school year for a critical illness in the immediate family.
- (2) One day when emergency illness in family requires a teacher to make arrangements for necessary medical or nursing care.
- (3) One day, except when travel requires additional time, for attendance at the school graduation of a son, daughter, husband or wife.
- (4) A maximum of two days per year necessary for the conduct of personal affairs which cannot normally be handled outside school hours.
- (5) Time necessary for attendance at the funeral service of a person whose funeral the teacher would customarily attend.

C. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for approved visitation at other schools, and/or for attending approved conferences or conventions.

D. Professional improvement leave of absence without pay may be granted upon mutual agreement of the Board and the Association. The regular salary increment occurring during such period shall be allowed.

E. A maternity leave shall be granted without pay. The teacher shall be entitled to return from such leave within two years to a substantially equivalent position, if a position is available.

Terminal Leave

In appreciation for services to the school district, a terminal leave payment of \$500 may be paid upon retirement provided this teacher shall have been employed in the school district for 10 consecutive years prior to retirement.

ARTICLE XII

Insurance Protection

Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board agrees to furnish to

all teachers the following insurance protection:

- A. The Board shall provide to the teacher single subscriber comprehensive hospitalization, medical and surgical protection.
- B. The Board shall provide to the teachers the Washington National Insurance Company accident and sickness indemnity coverage.

ARTICLE XIII

Teacher Evaluation

A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.

B. Each teacher shall have the right upon request to review the contents of his personal file concerning his work at Lake Fenton Community Schools. A representative of the Association may be requested to accompany the teacher in such review.

C. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

ARTICLE XIV

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.

B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher, within the policies of the Board, against a student, the Board will, at the teacher's request, provide legal counsel and render all necessary assistance to the teacher in his defense.

D. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

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

F. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property.

ARTICLE XV

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 Agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. In the event the salary schedule is re-opened for negotiations, 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 salary schedule. At least 120 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 and consider proposals, in the course of negotiation or bargaining, subject only to such ultimate ratification by the Board and the Association.

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.

ARTICLE XVI

Professional Grievance Negotiation Procedure

A. Any teacher, group of teachers or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board, or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms or conditions of employment, may file a written grievance with the Board or its designated representative. The Board hereby designates as its representative for such purpose the principal in each school building.

B. Within seven days of receipt of the grievance the designated representative of the Board shall meet with the Association in an effort to resolve the grievance. Affected teachers may or may not be present at such meetings. If the meeting is with the school principal and the parties cannot agree, the grievance shall be promptly transmitted to the Superintendent who shall have seven days thereafter to approve or disapprove the grievance. If the grievance shall be denied by the Superintendent, the grievance shall immediately be transmitted to the Secretary of the Board, with a statement of reasons why it is being disapproved.

C. Within 30 days from receipt of the grievance, the Board shall consider the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided, however, that in no event, except with express written consent of the Association, shall final consideration of the grievance be made by the Board more than 37 days after its submission to the Board.

D. If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to the State Labor Mediation Board.

E. For administrative convenience, the Board may cause complaints which may be the subject of grievance under this Article first to be presented to a department head, assistant principal or other school employee, for informal processing, in an effort to reduce the number of formal grievances handled under the professional grievance procedure herein established. The parties shall mutually work out procedures for such informal processing upon request, but

exhaustion of such informal procedures shall not be required as a condition precedent to invoking the grievance procedure, nor shall the participation of department heads, assistant principals or other employees in such informal procedures be deemed to be a supervisory or executive function.

F. The Board, or a representative designated by it, believing that there has been a violation, misinterpretation of misapplication of any provision of this Agreement or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms or conditions of employment, may file a written grievance with the Association or its designated representative.

G. Within seven days of the receipt of the grievance the designated representative of the Association shall meet with the Board in an effort to resolve the grievance. Affected teachers may or may not be present at such meeting. If the parties cannot agree, the grievance shall be promptly transmitted to the Superintendent who shall have seven days thereafter to approve or disapprove the grievance. If the grievance shall be approved by the Superintendent, it may, upon the request of the affected teacher or the Association, be immediately transmitted to the Secretary of the Board, with a statement of reason why it has been approved.

H. Within 30 days from receipt of the grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance. In no event shall final consideration of the grievance be made by the Board more than 37 days after its submission to the Board.

I. If the decision of the Board is not satisfactory to the Association the grievance may be submitted to the State Labor Mediation Board.

ARTICLE XVII

Professional Study Committee

A. There may be established a Professional Study Committee composed of four members, two members selected by the Board and two members selected by the Association.

ARTICLE XVIII

Miscellaneous Provisions

A. The Board agrees at all times to maintain an adequate list of substitute teachers, if possible. Teachers shall be informed of a telephone number they may call before 7:00 A.M. to report unavailability. It shall be the responsibility of the administration to arrange for a substitute teacher. It shall be the responsibility of the teacher to furnish adequate lesson plans as well as daily schedules.

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 with respect hereto prior to general publication.

C. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.

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 heretofore 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 reproduced and presented to all teachers now employed or hereafter employed by the Board.

F. This Agreement shall not be effective until approved by both parties.

ARTICLE XIX

Duration of Agreement

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

BOARD OF EDUCATION

EDUCATION ASSOCIATION

By _____
President

By _____
President

By _____
Secretary

By _____
Secretary

SALARY SCHEDULE

ADDENDUM "A"

Increments are 3% on a floating base

Yearly Step	Bachelor's Degree	Master's Degree	Education Specialists
0	5400.	5800.	6200.
1	5560.	5970.	6390.
2	5730.	6150.	6580.
3	5900.	6330.	6780.
4	6080.	6520.	6980.
5	6260.	6720.	7190.
6	6450.	6920.	7400.
7	6640.	7130.	7620.
8	6840.	7340.	7850.
9	7050.	7560.	8090.
10	7260.	7790.	8330.
11	7480.	8020.	8580.
12	7700.	8260.	8840.

II

Credit for teaching 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 five years of experience but no credit shall be given for a fractional part of a year.

III

Increments become effective September 1 of each year and advancement under the salary schedule shall be automatic as of September 1 following completion of required academic or professional courses.

IV

GRADUATE CREDIT

\$10.00 per semester hour if applicable to advanced degree. Graduate courses not leading to an advanced degree must be approved by the Superintendent before reimbursement will be granted.

SUBSTITUTE PAY

Per high school period \$ 4.00
 Per day, all grades \$20.00
 Per day \$22.00 AFTER 10th consecutive day on same assignment if fully qualified in subjects or classes taught.

V

Head of Household

\$200.00 for those individuals currently receiving this allowance. No additions will be made to the current list.

VI

Special Education

Certified individuals shall be recognized by the following schedule:
 BA - Temporary Certificate - \$400 in excess of proper yearly step.
 BA - Approved Certificate - \$750 in excess of proper yearly step.

Speech Correctionist shall be allowed four (4) conference days per year.

VII

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

Play Director	\$150. per play	
Art Director	\$100. per play	
Forensics	\$100.	
Band Director	\$300.	
Yearbook Advisor	\$300.	
Cheerleader Advisor	\$200.	
Dept. Coordinator	\$150.	
Class Sponsors: Seniors	\$125.	
Juniors	\$100.	
Soph.	\$ 75.	
Freshmen	\$ 50.	
Athletic Director		7%
Varsity Football		7%
Assistant Football		5%
J.V. Football		5%
9th Grade Football		3%
Girls Speedball		3%
Varsity Basketball		7%
J.V. Basketball		5%
9th Grade Basketball		4%
8th Grade Basketball		3%
Girls Basketball		3%
7th Grade Basketball		3%
Varsity Baseball		4%
J.V. Baseball		3%
Girls Softball		3%
Head Track		4%
Assistant Track		3%

All percentages are of base contractual amounts as shown on the current salary schedule, Item I.