

8-22-75

LABOR AND INDUSTRIAL  
RELATIONS LIBRARY  
Michigan State University  
JAN 7 1975

MASTER AGREEMENT

between

THE BOARD OF EDUCATION OF BEAL CITY  
PUBLIC SCHOOLS

and the

BEAL CITY EDUCATION ASSOCIATION

Effective August 23, 1974

through August 22, 1975

*Beal City Board of Education*

*Beal City Schools  
3117 Elias Rd.  
Mt. Pleasant, Mich.  
48858*



## INDEX

Philosophy.....	page 1
Fair Employment Practices.....	page 2
Recognition.....	page 2
Negotiation Procedures.....	page 3
Professional Grievance Procedures.....	page 4, 5 & 6
Teacher Responsibilities.....	page 7
Salaries.....	page 8
Special Teachers.....	page 9
Extra Duty Assignments.....	page 10
Employment Standards.....	page 11
Teaching Materials.....	page 12
Non-Teaching Duties.....	page 13
Credit for Experience.....	page 14
Teacher Facilities.....	page 15
Review of Personnel file.....	page 16
Substitutes for Teachers & Lesson Plans.....	page 17
Teacher Work Load.....	page 18
Class Size.....	page 19
Student Discipline.....	page 20 & 21
Assignments & Transfers.....	page 21
Tenure.....	page 22
Lay Off & Reduction of Staff.....	page 23
Retirement.....	page 23
Leave Policy.....	page 24
Sick Leave.....	page 24
Maternity Leave.....	page 25
Military Leave.....	page 26

Leave of absence.....	page 26 & 27
Health Examinations.....	page 27
Workmen's Compensation.....	page 27
Instructional Council.....	page 28
Departmental Budgets.....	page 28
Terminal Pay.....	page 28

## PHILOSOPHY

The citizens of Beal City, Michigan having recognized the need for free education, have joined together to form the Beal City Public School District. These citizens have entrusted and elected seven citizens of the district to oversee the operation of this public school and have entrusted them with public funds to provide buildings, equipment, learning materials and the necessary employees to operate a facility to provide quality educational opportunities to all citizens of the school district.

With this responsibility to the community in mind, the Board of Education has authorized this agreement between the Beal City Education Association and the Board of Education. The purpose of this agreement is to set forth the rights and responsibilities of the professional personnel of the Beal City Public Schools and to insure each professional employee of adequate remuneration and security in exchange for the services provided for the community.

Both the Beal City Board of Education and the Beal City Education Association realize their dedication to the students of the school district. All dealings by both parties will be for the best interest of the students. With both groups having the same goal in mind, that of offering the best possible educational program for the boys and girls of the Beal City School District. This is the philosophy upon which this, our Master Contract has been written.



## I. FAIR EMPLOYMENT PRACTICES

- A. The Board agrees that neither it nor any of its administrative agents shall discriminate against any teacher by reason of race, color, creed, national origin, sex, marital status, political activities, or membership or participation in the activities of the Association or any other employee organization.
- B. The Association agrees that it shall admit all teachers to its membership without discrimination by reason of race, creed, color, national origin, sex, marital status, political activities, or prior membership or past participation in the activities of any other employee organization.

## II. RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all professional personnel whether under contract, on leave, or a per diem hourly or class rate basis, employed or to be employed by the Board. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory and administrative. Such representation shall exclude superintendent, assistant superintendents, directors of school and community relations, principals, assistant principals, business manager, and any other person engaged at least 50% of the time in the direct administration and supervision of professional personnel. The term "teacher" when used hereinafter in the Agreement shall refer to all professional employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement.

## NEGOTIATION PROCEDURES

- A. It is contemplated that terms and conditions of employment provided in this agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital nature and concern of the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. A reasonable time prior to expiration of this Agreement, between March 15th and April 1st, request of either party, negotiations will be undertaken for an agreement covering the next school year.
- C. Neither party in any negotiations shall have any control over the selection of the negotiation or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. The Board and Association encourage tenure teachers to be on the negotiating team.
- 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, including the imposition by the Association of professional sanctions to discourage teachers from working in the absence of an agreement between the two parties.



## PROFESSIONAL GRIEVANCE PROCEDURE

### Definitions:

1. A "grievance" is a claim based upon an event or condition which affects the welfare or condition of employment of a teacher or group of teachers and/or arising from the language of this Agreement or an alleged breach thereof.
2. An "aggrieved person" is the person or persons making this claim.
3. A "party in interest" is the person or persons making this claim and any person who might be required to take action, or against whom action might be taken in order to resolve the claim.

The purpose of this procedure is to accure, at the lowest possible administrative level, equitable solutions to grievance. Both parties agree that within the framework of the Agreement, these proceedings will be kept informal and confidential when appropriate at all levels of the procedure.

### Procedure:

1. A claim by a teacher or the Association that there has been a violation: misinterpretation or misapplication of any provision of the Agreement may be processed as a grievance as hereinafter provided.
2. The grievant may invoke the formal grievance procedure on the form set forth in annexed Schedule, signed by the grievant and a representative of the Association. A copy of the grievance form shall be delivered to the principal, association, superintendent and the individual teacher (the aggrieved). The principal shall be given opportunity to study the grievance form.
3. Within three (3) school days of receipt of the grievance the principal shall meet with the Association in an effort to resolve the grievance. The principal shall indicate his disposition in writing in three (3) days of such meeting and shall furnish a copy thereof to the Association and the aggrieved.
4. If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within three (3) days of such meeting the grievance shall be transmitted to the superintendent. Within five (5) days (school), the superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the Association.
5. If the Association is not satisfied with the disposition of the superintendent or if no disposition has been made within three (3) school days of such meeting (or six (6) school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the School Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the

grievance in writing by the Board shall be made no later than seven (7) days after. A copy of such disposition shall be furnished to the Association and the aggrieved.

6. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may within ten days (10) be submitted to arbitration. If the parties cannot agree as to the arbitration, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings. The arbitrator so selected will confer with the parties and hold hearings promptly, or, if hearings have been waived, then from that date all proof and information has been submitted to him and will issue his decision not later than twenty (20) days from the date of the close of the same. The arbitrator's decision shall be in writing and will set forth his findings of fact, reasoning and conclusions on the issue submitted. The Board or Association shall not be permitted to assert into such arbitration proceedings any ground to rely on evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this agreement. Both parties shall be bound by the award of the arbitrator and agree that judgement thereon may be centered in any court of competent jurisdiction.
7. The fees and expenses of the arbitration shall be shared equally by the parties.
8. If any teacher from whom a grievance is sustained shall be found to have been 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 or advantage, the same or its equivalent isto be paid to him.
9. The time limits of this article shall be strictly adhered to but may be extended by written agreement of both parties. In the event that a grievance is filed after April 15 of any year and strict adherence to the time limits may result in hardships to any party, the Board shall use its best efforts to process such grievances prior to the end of the school year or as soon thereafter as possible.
10. If an individual teacher has a personal complaint which he desires to discuss with his superior, he is free to do so without recourse to the grievance procedure. However, no grievances shall be adjusted without prior written notification to the Association and opportunity for the Association representative to be present, nor shall any adjustment of a grievance be inconsistant with the terms of the Agreement. In the administration of the grievance procedure, the interests of the teachers and the best interests of education shall be the sole responsibility of the Association.



11. No reprisal of any kind will be taken by either party or by any member of the administration against any party in interest, any Association representative, or any other participant in the grievance procedure by reason of such participation.

Miscellaneous:

1. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
2. Forms for filing grievances, serving notices, taking appeals, making reports, and recommendations and other necessary documents will be jointly prepared and given appropriate distribution by the superintendent so as to facilitate operation of the grievance procedure.
3. The sole remedy available to any teacher for an alleged breach of this agreement or any alleged violations of his rights herein will be pursuant to the grievance procedure, provided however, that nothing contained herein will deprive any teacher of any legal right which he presently has, provided that if a teacher selects to pursue any legal or statutory remedy such election will bar any further or subsequent proceeding for relief under provisions under this article.
4. In the course of investigation of any grievance, representatives of the Association will report to the principal being visited and state the purpose of the visit immediately upon arrival.
5. Every effort will be made to avoid interruption of the classroom activities and to avoid the involvement of pupils in all phases of the grievance procedure.

### TEACHER RESPONSIBILITIES

Each teacher employed by the Beal City Public Schools shall fulfill all requirements set forth by the Michigan Department of Education. These responsibilities shall include certification, curriculum, working towards development of performance objectives as required by law, time requirements, and all other guidelines set forth by the Department of Education.

A teacher shall recognize his obligation to be prepared to meet his classes and shall arrive in sufficient time to be prepared to meet his responsibility to his classes, and remain for a reasonable amount of time after the close of the pupils' day, or after his last teaching assignment to make suitable preparation.

The arriving and leaving times for all teachers will be 8:20 A.M. and 3:20 P.M. On Fridays and days preceding holidays teachers may leave as soon as buses leave. Special permission would be at the discretion of the Superintendent. Any teacher not keeping these hours shall be reported to the Association.

The teachers work year shall not be longer than 185 days.

1. One day at the end of the first semester is a non-student Teacher work day
2. One day at the end of the second semester is a non-student Teacher work day.
3. The Board and Association recognize the necessity for meeting all state regulations in regard to length of school day.

### SALARIES

- A. Each teacher shall have the option of receiving pay on either the present twenty (20) or the present twenty six (26) pay period basis.
- B. Teachers will be paid on every other Friday starting the first Friday following the opening of school.
- C. Teachers will be paid the last day of school before a scheduled pay period prior to a legal holiday.
- D. No teacher will be hired on a higher step than he is entitled to in the master contract.
- E. No fully certified teacher will be hired under his entitled step in the master contract.
- F. Teachers with a half years experience entering the system would be placed midway between the years experience steps.
- G. Part-time secondary teachers shall be paid one fifth pay for every class taught.



## Salary Schedule

1974-1975

Yrs.	Index	BA	BA + 18*	MA	MA + 15	MA + 30
0	1.00	8,600	8,800	9,100	9,300	9,500
1.	1.05	9,030	9,240	9,555	9,765	9,975
2	1.10	9,460	9,680	10,010	10,230	10,450
3	1.15	9,890	10,120	10,465	10,695	10,925
4	1.20	10,320	10,560	10,920	11,160	11,400
5	1.25	10,750	11,000	11,375	11,625	11,875
6	1.30	11,180	11,440	11,830	12,090	12,350
7	1.35	11,610	11,880	12,285	12,555	12,825
8	1.40	12,040	12,320	12,740	13,020	13,300
9	1.45	12,470	12,760	13,195	13,485	13,775
10	1.50	12,900	13,200	13,650	13,950	14,250

The Board of Education will pay a dollar amount equal to the cost of the lowest policy of Health Insurance needed by a teacher, which is the following:

- 47.99--cost of Blue Cross for full family
- 45.62--cost of Blue Cross for a married couple
- 19.05--cost of Blue Cross for a single subscriber

The Board of Education will pay any increase in the above policies

Employees not desiring health insurance coverage may use 100% of the individual coverage amount for any type of insurance desired.

The Board of Education will pay Dental Care insurance the equivalent of MESSA Delta Dental Care Plan D at \$12.61/month

The Board of Education will pay the full amount of retirement for each teacher. (not to exceed 5%)

\*Those faculty members having worked in the Beal City Public Schools prior to the 1973-74 school year will be paid on this level upon reaching a BA + 15.

## SPECIAL TEACHERS

Special Teachers whose salary is not determined by the Board of Education will not necessarily be on the Salary Schedule.

These teachers include:

- a. Speech correctionist
- b. Special Education Teachers -- Type A, B, & C Teachers
- c. Special Reading Teachers -- program  $\frac{3}{4}$  reimbursed by the State
- d. Title I teachers -- fully reimbursed by Federal Gov't.
- e. Teachers for the Hard of Hearing
- f. Teachers of the physically handicapped

EXTRA DUTY ASSIGNMENTS

Athletic Director	10% of Base
Head Football Coach	10% of Base
Head Baseball Coach	6.5% of Base
Head Basketball Coach	10% of Base
Head Track Coach	6.5% of Base
Ass't Football Coach	7.5% of Base
J.V. Basketball Coach	7.5% of Base
J.V. Football Coach	7.0% of Base
Freshman Basketball Coach	7.0% of Base
Junior High Basketball Coach	7.5% of Base
Senior Play	6.0% of Base
Cheerleading Sponsor	3.5% of Base
Jr. & Sr. Advisors	\$50.00 each
Girls' Basketball(Varsity) & GAA	7.0% of Base
J.V. Girl's Basketball	4.0% of Base
Booster Club Advisor	\$75.00
Debate & Forensics	4% of Base & Mileage
J.V. Baseball Coach	3 % of Base
Band	7.0% of Base



## EMPLOYMENT STANDARDS

It shall be the objective of the Beal City Board of Education to be increasingly aware of the need for securing the best possible teaching staff. With this in mind, the following standards have been recommended. Every effort will be made to upgrade the staff at all times.

1. Except in an extreme emergency, no teacher shall be employed by the Board for a regular teaching assignment who does not have a Bachelor's degree and a proper teaching certificate from an accredited college or university. The only time a non-degree teacher will be hired is after all possible efforts have been exhausted in finding a degreed person for the position. The Association will be so notified in each instance.

2. The employment of teachers with special certificates is to be permitted only in cases of absolute necessity.

3. Persons with less than a bachelor's degree who are eligible only for the Michigan substitute permit shall be employed by the Board on a day to day substitute basis and for no more than ninety days per year.

4. Teachers shall not be assigned outside the scope of their teaching certificates and their major or minor fields of study except temporarily and for good cause, and the Association shall be so notified in such instance and shall be provided with a written statement of reasons for such assignment. Temporary shall be defined for purposes of this article as not to extend beyond the current semester.

5. All teachers shall be given written notice of their assignment for the forthcoming year no later than the preceding first day of June. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teacher's schedules be made later than the 15th day of August preceding the commencement of school year, unless an emergency situation requires same, and the Association shall be so notified in each instance. Class schedules will be mailed to each teacher by August 15th. In lieu of this - placed in mailboxes before the end of the previous school year.

### TEACHING MATERIALS

- A. The District guarantees that it will provide sufficient basic textbooks to insure that each pupil in a classroom have textbooks for his own use prior to the start of the school year.
- B. Prior to changing or selecting a new textbook, the teacher or teachers affected or a committee of three teachers will be given the opportunity to meet and consult with three members of the school board and/or administrators regarding the proposed changes or selection. The teachers and the Board and/or administrators will examine the text and determine if the said text is outdated or inadequate; if by a  $\frac{2}{3}$  majority the materials are determined outdated or inadequate replacements will be made. It will also be a duty of said group to examine and choose replacement materials.
- C. After a teacher's supply order is approved by the Superintendent it will not be changed or rejected without justifiable cause. Teachers involved will be notified as to major changes in their order, at least 30 days prior to the beginning date of school; order forms will be distributed to the faculty 30 days or earlier preceding the end of the month.
- D. The District recognizes that textbooks alone are not sufficient in the classroom and also guarantee each teacher the following:
  1. Sufficient materials to visualize subject being taught
  2. Sufficient materials to provide proper testing
  3. Sufficient materials to grade and record student progress.
  4. The right to submit requisition forms to the Superintendent
    - a. Requisition forms must be filled out by the requisitioning teacher and signed, then turned over to the Superintendent for approval.
    - b. The Superintendent will not change or reject without notification and consultation with requesting teacher.
    - c. After requisitions have been approved by the Superintendent, the Superintendent will endeavor to fill them at once.
- E. It shall be the responsibility of the teacher to submit at the close of the school year an inventory of materials, including approved requisition forms for the next year.
- F. All teachers will practice conservation of materials during the school year.
- G. Teachers will not order extra or surplus material during the school year unless necessary to perform their teaching duties. An effort should be made to do most or all of the ordering before school starts in the fall.
- H. If a teachers request for materials and/or supplies is turned down by the Administration, said teacher may appear before the Instructional Council to present the need for the material and/or supplies.

### NON-TEACHING DUTIES

The District and the Association acknowledges that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:

- A. Teachers will be assisted and/or, where appropriate, relieved by the utilization of techniques, such as use of non-teaching personnel, in performing non-teaching and administrative duties, such as the following:
  - 1. Recording grades on permanent files, and the like.
  - 2. Secretarial and clerical duties such as duplicating materials, collecting and recording attendance data, distributing supplies and other materials, money collections and other duties of clerical nature.
  - 3. Assisting in the operation of audio-visual equipment, cleaning and returning demonstration equipment and the like.
  - 4. Supervising lunch periods, playgrounds, lunch time, gym activities and the like.
  
- B. Trips shall have bus drivers with chauffeurs license and bus drivers certificates.



CREDIT FOR EXPERIENCE

Teachers employed by the Beal City Public Schools with Seven (7) or less years experience teaching outside the school system shall be paid on the salary level appropriate to their experience. Teachers with more than seven (7) years experience teaching outside the Beal City Public Schools shall begin teaching at a salary level mutually agreed upon by themselves and the Board of Education. This agreed upon salary will not be less than that paid for seven (7) years experience.

### TEACHER FACILITIES

- A. Beal City High School will have the following facilities:
  - 1. Space in each classroom in which teachers may safely store instructional materials and supplies.
  - 2. Each teacher shall be assigned one teaching desk and chair which will not be shared by other teachers.
  - 3. Each teacher will have assigned one room which they may call their home room in which they will have a teachers desk and room to store their materials.
  - 4. An appropriately furnished room to be used as a faculty lounge. This lounge will be in addition to any teacher work area. No teacher will be required or requested to use this area as a work area.
- B. Teachers shall cooperate in good housekeeping policies in the above facilities at all times.
- C. Anything that needs repair should be reported to the Principal in writing. Proper action will be taken if at all possible.
- D. The Association and the Board recognize that the availability of optional school facilities for both student and teacher is desirable to insure the high quality education that is the goal of both the teacher and the Board.
- E. The Board will provide one electric typewriter permanently attached to a table in an area available to faculty members at all times during the school day.

## REVIEW OF PERSONNEL FILE

- L
1. Each teacher shall have the right upon request to review the contents of his personnel files, maintained at the teacher's school or office. The review shall be made in the presence of the administrator responsible for the safe-keeping of those files.
  2. Privileged information such as confidential credentials and related personnel references normally sought at the time of employment are specifically exempted from review.
  3. No material originating after original employment will be placed in his personnel file unless the teacher has an opportunity to review the material. The teacher may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the teacher believes that material to be placed in his file is inappropriate or in error, he may receive adjustment, provided cause is shown, through the grievance procedure whereupon the material will be corrected or expunged from the file. If the teacher is asked to sign material placed in his file, such signature shall be understood to indicate his awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.
  4. Any complaint made against a teacher or person for whom the teacher is administratively responsible, by any parent, student, or other person will be promptly called to the attention of the teacher if said complaint is to be placed or retained in any of the records or files of the Board.
  5. If a teacher is to be disciplined or reprimanded by the Board or its Agents, he shall be entitled to have a representative of the Association present.



### SUBSTITUTES FOR TEACHERS

The following procedures shall be followed by teachers who are in need of a substitute teacher:

1. Secondary teachers shall notify the principal between 7:15 and 7:30 A.M.
2. Elementary teachers are to notify the superintendent between 7:30 and 7:45 A.M.

The following procedures shall be followed by the Principal and Superintendent.

1. Secure a qualified substitute, if available
2. Inform substitute of his duties.

In case it is impossible to secure a substitute, teachers with open hours will be asked to teach during their open hour at a rate of \$6.00 per hour. This procedure will only be followed in emergency situations.

In no case will any class be left unsupervised when the regular teacher is off the school grounds.

Substitute pay will be \$25.00 per day.

### LESSON PLANS

Every teacher will have written lesson plans on their desk at 8:30 A.M. on any day that they are unable to work. These lesson plans will be sufficient in detail so that a substitute teacher will be able to carry on classroom activities appropriate for the scheduled class.

### TEACHER WORK LOAD

- A. Teachers shall have a duty free lunch period of at least 35 minutes.
- B. The following teachers will have, in addition to their lunch period, a preparation period during which they will not be assigned to other duties as follows:
1. Elementary teachers--when the helping teacher such as music, art, physical education are in the room the teacher has the right to leave the room if she wishes. This means that the teacher is not free to leave while the Teacher Aide is in the room. Elementary teachers are free of their children for two recess periods per day, plus the hour noon hour, and the times the Art teacher is in the room and while the students are in Physical Education classes.
  2. The secondary teacher will have the right to one free class period of not less than 55 minutes.
  3. Exceptions to B, B1, B2, the BCSB under certain circumstances may offer an experienced teacher an extra class period. This class shall first be offered to the teacher in whose field the class falls. Then the extra class will be offered to the teacher with the most experience. In no case will a new teacher be offered an extra class.
- C. The school day will consist of 6 class periods, none of which shall be longer than 55 minutes nor shorter than 40 minutes with the following exceptions:
- a. Scheduled class meeting and/or club meetings
  - b. Scheduled assemblies
  - c. Scheduled home room meetings
2. In exchange for this extra class period 1/5 of the teachers present teaching salary will be paid the accepting teacher.
- D. Teachers are required to be in their position of responsibility ten minutes before school starts in the morning, and ten minutes after school is dismissed in the afternoon.
1. Teachers should be in all other classes at the beginning of the class period.
  2. The teacher is urged to establish good parent, student and teacher relationships. It is suggested that personal conferences, telephone calls and letters be utilized.
  3. Student discipline: Faculty members are urged to practice sound discipline and attendance procedures while the class is in session. It is recognized by both parties that these are basic ingredients in good teaching.

CLASS SIZES

Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered whenever possible to meet the following optimum standards except in traditional large group instruction or experimental classes where teachers have voluntarily agreed to exceed these maximums:

<u>a. Elementary Schools</u>	<u>OPTIMUM</u>	<u>MAXIMUM</u>
Kindergarten (Under no condition may it exceed 35)	22 pupils	35 pupils
Elementary school grades	25 pupils	30 pupils
Special classes for handicapped or emotionally retarded	15 pupils	15 pupils
Remedial reading	6 pupils	6 pupils
Emotionally disturbed classes	8 pupils	8 pupils
Combination grades	20 pupils	28 pupils
<u>b. Secondary Schools</u>		
English	25 pupils	28 pupils
7th & 8th English		32 pupils
Social Studies	25 pupils	32 pupils
Mathematics	25 pupils	32 pupils
Science	20 pupils	30 pupils
7th & 8th Science		32 pupils
Language	20 pupils	32 pupils
Business	25 pupils	32 pupils
General Education	25 pupils	32 pupils
Speech	20 pupils	28 pupils
Typing	20 pupils	30 pupils
Industrial Arts	15 pupils	24 pupils
Homemaking	20 pupils	28 pupils
Physical Education (2 age groups)	30 pupils	45 pupils
Special Education	15 pupils	15 pupils
Vocational Agriculture	15 pupils	25 pupils
Girl's Physical Education	25 pupils	35 pupils

c. When the School Board surpass maximum class size, they agree to pay the teacher \$25.00 per student, per year.

A teacher shall recognize his professional responsibility to attend and/or participate in PTA meetings.

Teachers will remain after the close of the pupil's day without additional compensation, for up to one hour after the last regularly scheduled class, on two days each month to attend meetings called by the school principal. Teachers may place appropriate educationally related items on the agenda.

School may dismiss 1/2 hour early 4 times per year for Teacher Club meetings.



## STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. Since the teacher's authority and effectiveness in his classroom are undermined when students discover that there is insufficient administrative backing and support of the teacher, support and assistance will be given to teachers with respect to the maintenance of control and discipline in the classroom. The District 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 responsibilities 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 District will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.
- B. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher may use such force as is reasonable to protect himself from attack or to prevent injury to another pupil.
- C. After a teacher, parent, principal conference a teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases the teacher will furnish the principal, as promptly as teaching obligations will allow, full particulars of the incident in writing.
- D. Suspension of students from school may be imposed only by a principal or his designated representative. School authorities will endeavor to achieve correction of student misbehavior through counselling and interviews with the child and his parents when warranted. The School Board makes the final decision whether a student is expelled or not from school.
- E. Any case of assault upon a teacher shall be promptly reported to the District or the Superintendent. The District will provide legal council to advise the teacher of his rights and obligations with the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- F. 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 District will provide legal counsel and render all necessary assistance to the teacher in his defense.

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

H. The District will reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises, when such loss is not due to teacher's negligence. The request shall be submitted to the Superintendent for final approval.

I. No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified.

J. The School Board, teachers, & administration will utilize a portion of the day prior to school to discuss and develop some discipline procedures for use each year.

#### ASSIGNMENTS AND TRANSFERS

It is intended that all employment for the professional staff be made in terms of specific vacancies, therefore original assignment is a part of this employment arrangement.

Transfer - Transfer procedures will tend to follow the same pattern used in filling any vacancies. When vacancies occur in any category, all staff in that category will be alerted immediately by a bulletin announcement and job description of the position. Any professional qualified staff member desiring to be reassigned or transferred to the announced position should make written application to the Superintendent.

Assignments are left to the discretion of the administration. Generally, the administration will attempt to place teachers in their training background area.

## TENURE AT THE BEAL CITY PUBLIC SCHOOLS

Tenure at the Beal City Public Schools is a system through which the best possible teaching staff is secured, developed and retained. It gives security to good teachers and provides an orderly method of dismissal of incompetent teachers.

We firmly believe that tenure will provide better instruction for the children of the Beal City District and will make teaching a more desirable profession because it will enable teachers to match in professional responsibility, the privileges of the security it confers.

It shall be the duty of the Principal to help the new teacher become aware of the following:

- a. Making the newcomer familiar with the traditions and policies of the school system.
- b. Routine
- c. Professional organization
- d. Answering such questions as the probationer may present regarding school routines, procedures and policies
- e. Helping the personal adjustment of the new teachers to the school-community life and offer constructive suggestions to encourage the probationer while at the same time establishing helpful, friendly relations between the two.
- f. The principal shall assign each new teacher one or more tenure teachers as advisors.
- g.
  1. Probationary Teachers - 3 visits per year
  2. Tenure Teachers - 1 visit per year

Note: Procedures on tenure will be handled according to the state tenure law.



#### LAY-OFF AND REDUCTION OF STAFF

No teacher shall be discharged or laid off pursuant to a necessary reduction in personnel unless there is a substantial decrease in students enrolled, there is an anticipated decrease in revenues, or if it is necessary to eliminate a program in the curriculum.

The teachers involved will be notified as soon as the School District learns that it is necessary to reduce staff.

In the event that a reduction of personnel shall become necessary, the Board shall first retain those teachers who possess current teaching certificates, have the longest period of continuous service in the School District, and who are qualified to teach in those areas or disciplines to be preserved.

In the event of lay-off, the Board will institute a recall procedure which, when implemented, will insure teachers that they will be recalled in the reverse order of lay-off.

#### RETIREMENT

- A. A teachers shall retire at age sixty-five or at which age mutually agreed on withing Social Security regulations.
- B. If a teacher reaches age 65 during a school year, he or she may complete that school year.

## LEAVE POLICY

### I. BUSINESS, PERSONAL, AND PROFESSIONAL LEAVE:

- A. Teachers may take 2 personal business days at their discretion. Any remaining accumulated days taken must come under the reasons listed below.
- B. Each teacher is provided with 3 days annually, which may be carried over to accumulate to ten (10) days, to be used for personal business and/or professional leave in the following areas:
  - 1. For 1973-74 accumulated days may be carried over on the 1st 3 days. If one was used you may carry over 2, if 2 used may carry over 1. Any portion of a day used will equal a full day.
  - 2. 2 days for the conducting of personal business which cannot be handled outside school hours, at the discretion of the teacher.
  - 3. Religious observance by employee
  - 4. Death of a relative or close friend
  - 5. Moving (within system)
  - 6. Matters of an emergency nature allowable at the discretion of the Administration
  - 7. These days of leave are not intended to be used to extend vacation periods scheduled in the school calendar, and will not be granted with pay either preceeding or following a scheduled vacation.
  - 8. A personal day may not be taken if employee is receiving remuneration while on the personal day. You may not take a personal day to work somewhere else.

### II. SICK LEAVE:

The primary purpose of the sick leave allowance is to cover the absence of the teacher from school because of personal illness sufficiently severe that it shall make his presence in school inadvisable. Sick leave applies only to absences resulting from illness of the employee and not absence caused by illness in the immediate family, except as an emergency measure.

Each teacher shall be provided ten (10) school days of sick leave per year. Each year's unused portion of sick leave is to accumulate to a maximum of one hundred eighty (180) days.

After five (5) consecutive absent days, teacher must have a certificate signed by a doctor in order to receive additional sick pay.

## MATERNITY LEAVE

The Board shall grant to any teacher a leave of absence for the purpose of child birth. Such leave shall commence when the teacher is no longer able to adequately perform the duties to which she is regularly assigned and shall last, after the termination of pregnancy, until such time, as in the opinion of her physician, she is able to adequately assume the duties to which she is regularly assigned.

In case any dispute as to whether a teacher, under this provision, is able to adequately perform the duties which she is regularly assigned to, the physician who has treated the teacher through her pregnancy shall make the final and binding determination.

Provided, however, that at the option of the teacher, the leave of absence may extend to the end of the school year in which the teacher commence such leave of absence and further provided that:

1. The reinstatement shall be to the teacher's former position
2. The leave may be extended up to a period of two (2) years, by the written request of the teacher.
3. In the event of miscarriage prior to the start of maternity leave, the sick leave provision of this collective agreement shall apply.
4. A teacher on maternity leave of absence shall be given credit on the salary schedule for the remainder of the school year in which the pregnancy occurs.
5. A teacher on maternity leave shall receive the health insurance benefits provided for under this collective agreement for the remainder of the school year in which the pregnancy occurs.



#### MILITARY LEAVE

1. Military leaves of absence shall be granted to any regular appointed employee who shall be inducted or shall enlist for military duty with any branch of the armed forces of the United States.
2. A probationary teacher returning to employment from military service shall be regarded as retaining the period of probationary service achieved prior to his military leave.
3. Employees on military leave shall be given the benefit of any increments and sick leave allowance which would have been credited to them had they remained in active service within the school system.

#### LEAVE OF ABSENCE

1. A leave of absence of up to one year shall be granted to any teacher, upon application for the purpose of participating in exchange teaching programs in other school districts, states, territories or countries; foreign or military teaching programs; the Peace Corps, Teacher Corps or Job Corps as full-time participant in such program; or a cultural travel or work program related to his professional responsibilities; provided said teacher states, in writing, his intention to return to the school system. Said leave and advancement on the salary schedule shall be determined at the discretion of the Board. The determination regarding placement on the salary schedule shall be made in writing prior to the granting of such leave. In no event shall such leave be granted unless the teacher has five years experience in the Beal City schools.
2. A teacher who is granted a leave of absence shall be upon request, given the benefit of sick leave allowance which has been credited to him provided he agrees to serve the district for one year after taking his leave.
3. A leave of absence may run for a maximum of two years. If a second year of leave is to be taken, the teacher shall notify the administration 60 days prior to the end of the first year of leave.
4. The teacher will notify the administration in writing of his intention to take a leave by June 1st.
5. A teacher on a leave of absence shall notify the administration 70 days prior to the end of the school year preceding his return of his intent to return.
6. The administration will provide said teacher with his former teaching position upon his return. However, the administration does not have to return the teacher to any non-tenure duty.
7. There shall be no loss of tenure rights or decrease of step on the pay scale.

8. A teacher who is granted a leave of absence will be granted the next step on the pay scale in those cases in which the leave is mutually agreed to be beneficial to the school district by the Board of Education and the B.C.E.A. The contract will be completed prior to departure.

#### HEALTH EXAMINATIONS

1. Physical Examinations may be required if necessary of any teacher by the Board of Education at its expense, except T.B. tests which are required. Doctors to be chosen by the Board of Education.
  - a. The teacher's doctor and the Board of Education doctor may be asked to issue a statement of the teacher's condition. These statements would then be compared.
  - b. 3 members of the Association and 3 members of the Board would make a joint decision which would be final.

#### WORKMEN'S COMPENSATION

1. The employee who has been injured in the course of his employment will receive compensation as provided under the MICHIGAN WORKMEN'S COMPENSATION ACT. According to the present ACT the weeks of disability need not be consecutive.

### INSTRUCTIONAL COUNCIL

There is hereby established a joint Instructional Council consisting of three (3) representatives appointed by the Board, and four (4) representatives appointed by the Association. The High School Principal will serve as a Ex-Officio member of the committee. The Instructional Council shall meet as deemed necessary during the regular school year and advise the Board and the Association on such matters as teaching techniques, courses of study, textbooks, curriculum guides, pupil testing and evaluation, philosophy and educational goals of the district, research and related matters.

### DEPARTMENTAL BUDGETS

- A. The Board agrees that each department should be provided with a separate budget of a minimum of \$200.00 for the purpose of instructional improvement of supplementation in that department. All purchases are subject to approval by the Superintendent.
- B. Each department will receive, upon request, a summary of the expenditures and balance in the departmental account.

#### Departments:

- 1. Physical Education
- 2. Science
- 3. Mathematics
- 4. Each Elementary room
- 5. Home Economics
- 6. Music
- 7. Vocational Agriculture
- 8. English
- 9. Social Studies
- 10. Commerce
- 11. Art
- 12. Foreign Language
- 13. Speech
- 14. Special Education
- 15. Audio-Visual

### TERMINAL PAY

In recognition of services to the School District, a teacher upon leaving, will receive 4% of the teacher's current annual salary, provided the teacher has been employed in the school district for at least 10 years.



DURATION OF AGREEMENT

This Agreement shall be effective as of \_\_\_\_\_, 19  
and shall continue in effect until the \_\_\_\_\_ day of \_\_\_\_\_, 19  
This Agreement shall not be extended orally and it is expressly under-  
stood that it shall expire on the date indicated.

BEAL CITY

EDUCATION ASSOCIATION

By \_\_\_\_\_  
President  
By \_\_\_\_\_  
Secretary  
By \_\_\_\_\_  
Chairman, Negotiating Comm.  
By \_\_\_\_\_  
Negotiating Committeeman

Dated this \_\_\_\_\_  
day of \_\_\_\_\_, 19

BEAL CITY

BOARD OF EDUCATION

By \_\_\_\_\_  
President  
By \_\_\_\_\_  
Secretary  
By \_\_\_\_\_  
Member  
By \_\_\_\_\_  
Member  
By \_\_\_\_\_  
Member  
By \_\_\_\_\_  
Member  
By \_\_\_\_\_  
Superintendent of Schools  
By \_\_\_\_\_  
Principal