OFFICE OF PROFESSIONAL ASSOCIATIONS

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E. Lans., M.: NEGOTIATION PROCEDURES

The Board of Education of the Beecher School District and the Beecher Education Association do hereby agree that the welfare of the children of the Beecher School District is paramount in the operation of the schools and will be promoted by both parties. The parties do hereby agree as follows:

A. Recognition

The Board of Education of the Beecher School District, recognizes the Beecher Education Association, hereinafter referred to as the Association, as representative of all certified classroom teachers, nurses, special education personnel, and substitute teachers under contract employed, or to be employed, by the Board.

The Association recognizes the Board as the elected representatives of the people of Beecher School District and as the employer of the above personnel of the Beecher School District.

The purpose of this recognition is the mutual agreement that the parties will negotiate with regard to all matters of common concern, and according to the procedure set forth in Public Act 379.

The Beecher Education Association recognizes that the Board of Education is charged by law with certain responsibilities which it must assume and discharge and which may not be delegated. Nothing herein stated, or inferred, shall abrogate or usurp the legal position of the Board as the final determinant of policy.

Recognizing both the legal authority of the Board and the educational competencies of the Teaching Profession, the two groups shall view the consideration of matters of mutual concern as a joint responsib lity.

B. Procedures

1. Definition of Terms:

Teachers: All certified personnel licensed to teach under contract in the Beecher School system, excluding Administrators.

Teaching Profession: Personnel certified by the State to teach or perform special services.

Board of Education: Governing body of the publicly supported Beecher School District.

Professional Channels: The administrative channels of the Beecher School District.

Impasse: Irresolvable conflicts between the parties.

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Professional Negotiation: A set of procedures to provide an orderly method for teachers associations and school boards to negotiate on matters of common concern, to reach mutually acceptable agreement on these matters, and to establish educational channels for mediation and appeal in the event of impasse.

> Professional Negotiation procedure should have five basic provisions:

- 1. That the Board of Education recognize teaching as a profession and the Beecher Education Association as the representative of its members.
- 2. That education association representatives use negotiation procedures in discussing matters of common concern.
- 3. That education association representatives and representatives of the Board of Education meet and exchange views.
- 4. That a procedure be set up to deal with an impasse.
- 5. That each, in good faith, listens to the views of the other and takes that other's views into consideration in coming to a decision, and that both negotiate matters on which they do not at first agree.

2. Meetings:

Meetings shall be called by the written request of any one of the parties · involved, namely: The Association, the Board of Education. Requests for meetings should contain specific statements as to the reasons for the request.

Within five (5) days of the receipt of such request, written agreement shall be reached as to time and place for the meeting. The meeting shall be held normally within fifteen (15) days of the receipt of the request, except because of vacation, teachers conventions, etc. which influence the customary time table or unless there is agreement by both parties to an extension of time.

3. Content of Proposal:

The party requesting the meeting shall submit written proposals to the other party not less than five (5) days before the date set for the meeting. Each party shall provide such information as is pertinent to the proposal.

4. Exchange of Facts, Views:

Fact, opinions, proposals and counterproposals will be exchanged freely during the meeting (and between meetings, if advisable) in an effort to reach mutual understanding and agreement.

The Association Negotiation Committee and the Representatives of the Board will set, as far as possible, as a committee of the whole.

5. Requests for Assistance:

The participants may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions.

All participants have the right to utilize the services of consultants in the deliberations.

6. Agreements:

When the participants reach agreement, it will be reduced to writing, and signed by the negotiators of both the Beecher Board of Education and the Beecher Education Association. When ratified by both Beecher Education Association membership and the Beecher Board of Education, this agreement becomes an official part of the contract and becomes a part of the official minutes of the Beecher Board of Education. When appropriate, provisions in the agreement shall be reflected in the individual teachers' contracts. Benefits from resulting agreements will not depend upon teacher organization affiliation to be applicable to each teacher.

7. Amendments:

This agreement may be amended by the procedure for professional negotiation stated in Article I, section B. of paragraph two, of this agreement.

8. Recess:

The length of recess shall be determined at the time the request for recess is made.

C. Appeals

1. Appeal Board:

If agreement is not reached within forty-five (45) calendar days from date or receipt of request for meeting, a local Appeal Board may be established at the request of either party. This Appeal Board shall consist of five members; two appointed by the Board of Education, or of its negotiating representatives, and the other not a member of the Board nor its negotiating representatives; two appointed by the Board of Directors of the Beecher Education Association, one to be a member of the Professional Negotiations Committee and the other not a member of the school staff. The fifth member of the Appeal Board shall be selected by the above named members and shall serve as chairman of the Appeal Board.

2. Local Appeal Board Procedures:

The Local Appeal Board shall have fourteen (14) days.from the date of establishment within which to affect a settlement. A seven (7) day extension will be granted if requested by either party or the Appeal Board. A second seven (7) day extension shall be granted if all parties agree.

The Local Appeal Board may hold hearings, interview witnesses, and in general do whatever it deems necessary to bring about agreement between the two parties.

The Local Appeal Board shall prepare and make public written reccommendations within fifteen (15) days from the date of establishment.

ARTICLE II

Teacher's Rights

- A. Teachers may sign and deliver to the School Board an assignment authorizing the deduction of membership dues or other deductions of the Association (including the National Education Association and Michigan Education Association). Such sum shall be deducted as dues from their salaries and remitted at regular monthly intervals to the Association.
- B. The Association shall have the right to use school building facilities at all reasonable hours for meetings. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards and other established media of communication shall be made available to the Association and its members.
 - 1. Upon written request the Board of Education shall provide released time to the Beecher Education Association for required B.E.A. General Meetings, not to exceed three hours of class time annually.
 - 2. The Board of Education shall provide released time with pay for the President of the Beecher Education Association to pursue his official business. If the President is a secondary teacher, the Board will give him one less assigned class period per day. His preparation time and his released time will be scheduled contiguously. If the President is an elementary teacher, the maximum released time will be one day per week.
 - 3. Working space shall be provided in which the Beecher Education Association's employed secretary will be permitted to function. Said secretary shall be permitted to use office equipment and have access to telephone facilities.
 - 4. When negotiating meetings are called during the school day, the members of the negotiating committee will be released from their regular duties without loss in pay.
 - 5. Any official of the Beecher Education Association that finds it necessary to attend a scheduled Association conference or convention shall be provided with released time, with full salary, to attend these meetings.

- 6. Thursdays, upon the close of school, time shall be set aside to accommodate the holding of the Association General, Board and Committee Meetings. Other after school hours may be used providing they do not constitute a conflict.
- C. The Board agrees to furnish to the Association all available information concerning the financial resources of the district, actual and tentative bugetary requirements and allocations and such other information that may be necessary to assist the Association in processing any grievance or complaint.

ARTICLE III - TEACHING CONDITIONS

A. Pupil-Teacher Ratio.

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 the teacher and the Board. The parties acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the schools and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

- 1. We recognize that a maximum of 25 students is a desirable classroom size. Inasmuch as this may not be generally attainable during the life of this contract, we agree that where class size exceeds *22, the Negotiations Committee will meet with the representatives of the School Board to discuss this situation and arrive at a solution.
- 2. The Board shall furnish without charge gym uniforms for all physical education teachers and protective garments for art teachers, home economics, manual training and laboratory science teachers.
- 3. Appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, musical instruments, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, reading tables, 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 and the Board undertake promptly to implement all joint decisions thereon made by its representative and the Association.
- 4. Under no conditions shall a teacher be required to drive a school bus or be assigned playground duty outside of regular recess or physical education activities.

- 5. The Board shall make available in each school lunchroom, restroom and lavatory facilities exclusively for teachers use and at least one room which shall be reserved for use as a faculty lounge in which smoking shall be permitted. This room will be ventilated.
- 6. Telephone facilities shall be made available to all teachers for their reasonable use.
- 7. In schools where continuous cafeteria service for teachers is not available, a vending machine for beverages, etc., shall be installed at the request of the Association, the profits to be used for faculty lounge furniture, wall pictures, etc.
- 8. Adequate parking facilities shall be made available for teachers for their exclusive use.
- 9. If a teacher is employed full-time by the Board, his children will be permitted to attend the Beecher School on a tuition basis.
- 10. The Teachers Class Attendance and Summary Record, form CA 10 D, will be tabulated in the school office, which makes it the responsibility of the teacher to present accurate records of daily attendance on the REPORT PERIOD PAGES of the CA 10 D Form.
- 11. Teachers, on a voluntary basis, will participate in study groups with parents, to research pertinent educational problems.
 - a. Elementary teachers should attend the regular Beecher PTA meetings each year.
 - b. Secondary teachers shall attend two parent-teacher conferences.
- B. Teachers lunch periods shall be as follows:
 - 1. Elementary teachers shall have a duty-free, uninterrupted lunch period, in no event less than fifty (50) minutes.
 - 2. Junior High teachers shall have a duty-free, uninterrupted lunch period in no event less than 45 minutes.

- 3. Senior High teachers shall have a duty-free, uninterrupted lunch period in no event less than 30 minutes.
- C. The teacher's normal teaching hours in the secondary schools shall be as follows:
 - 1. Teachers check in no later than 7:55 a.m. at the high school and 8:00 a.m. at the junior high school.
 - 2. Teachers may leave school at 3:45 p.m. at both the junior and senior high schools.
 - 3. It would be reasonable to expect salary deductions in case of habitual offenders.
- D. The teacher's normal teaching hours in the elementary schools shall be as follows:
 - 1. Teachers shall be at assigned place of duty no later than 8:15 a.m.
 - 2. Teachers are to return to their classrooms after noon dismissal by 12:20.
 - 3. Teachers may leave school at 3:45 p.m.
 - 4. It would be reasonable to expect salary deductions in case of habitual offenders.
- E. Teaching Loads and Assignments:
 - The normal weekly teaching load in the senior high school will be 25 teaching periods and 5 assigned preparation periods.
 - The normal weekly teaching load in the junior high schools will include 5 assigned preparation periods.
 - 3. The normal weekly teaching load in the elementary schools will be equivalent to 25 teaching periods and 3 thirty minute assigned preparation periods.
 - 4. The normal weekly teaching load for teachers of elementary music, art, library science, physical education and science will be 50, $\frac{1}{2}$ hour

- teaching periods and 5, $\frac{1}{2}$ hour assigned preparation periods.
- F. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study.

ARTICLE IV - 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 on a temporary basis, until 15 days after notification of the vacancy has been given the Association. Those vacancies occuring after July 1st. may be filled for one year without notification of the vacancy.
- B. Any teacher may apply for such vacancy.
 - 1. The teacher with the longest service shall be given preference, if equally qualified.
 - 2. The parties realize it is not in the best interests of education to move teachers in the middle of the year. If a vacancy occurs during the school year, the position may be filled on a temporary basis, providing the qualified teacher on the staff, desirous of this position, shall have this future assignment in writing for the following September.

ARTICLE V - TRANSFERS

- A. Since the frequent transfers of teachers from •ne 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. Any teacher whose assignment will be changed the following year, will be notified of this reassignment, in writing, by April 1st. Should a reassignment become necessary after April 1st., it may be done with the concent of the teacher.
- or executive position and shall later return to teacher status shall be entitled to retain such rights as he may have had, had he continued to teach, under this agreement prior to such transfer to supervisory or executive status.

ARTICLE VI

TEACHER EVALUATION

- A. All monitoring or observation of the performance of a teacher shall be conducted openly and with full knowledge of the teacher. We recognize that the use of eaves dropping, closed circuit television, public address or audio systems, and similar surviellance devices are not professional and shall not be used.
- B. Each teacher shall have the right upon request to review the contents of his own personnel file. A representative of the Association may be requested to accompany the teacher in such review.
- C. Any written evaluation of teachers shall be in duplicate form and the evaluatee shall receive the carbon copy at the time it is signed.

I have had an opportunity to discuss this evaluation and my signature does not necessarily mean that I agree with it. I understand that any written statement I wish to make regarding this performance report will be attached to this copy and filed in the personnel file. This same privilege will be extended to the evaluator.

Signature

- D. Complaints against a tenure or non-tenure teacher shall be clearly and definitely stated in writing. These complaints shall be presented personally to the teacher by the evaluator within two school days from the time the dissatisfaction occurs.
- E. The Board of Education shall notify the State Tenure Commission and teacher by giving a carbon copy indicating why the Board has imposed a third year of probation.
- F. In cases of extenuating circumstances, such as illness, personal problems, teaching out of ones field, or personality conflicts, any probationary teacher who has had an unfavorable evaluation by •ne evaluator shall be given the opportunity to be re-evaluated by another evaluator prior to sixty (60) days from the end •f the school year.

All evaluations of probationary teachers shall be retained in the personnel file until said teacher is placed on tenure. At this time, the most recent evaluation shall become a permanent part of the file and all other evaluations shall be destroyed.

In cases of extenuating circumstances, such as illness, personal problems, teaching out of ones field, or personality conflicts, any tenure teacher who has had an unfavorable evaluation by one evaluator shall be given the opportunity to be re-evaluated by another evaluator.

1. Upon request the weather shall be given, for this re-evaluation,

- a transfer to another building, if a vacancy exists.
- 2. This evaluation shall be considered as permanent and previous evaluation shall be removed from the teacher's personal record and destroyed.
- G. A teacher shall at all times be entitled to have present an Association Representative or other representative of the Association when he is being 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. The Administration shall also exercise the right to be represented.
- H. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Such discipline, reprimand or reduction in rank, compensation or advantage, asserted by the Board or any agent or representative thereof, shall be subject to the professional grievance negotiations procedure hereinafter set forth.
- I. Any teacher on continuing tenure whose services are terminated because of a necessary reduction in personnel shall be appointed to the first vacancy in the school district for which he is certified and qualified.
- J. The professional evaluation form shall be cooperatively planned and revised by the Tenure Committee and representatives of the Board at the request of either party.

ARTICLE VII

Protection of Teachers

- A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative packing and support of the teacher, the Board recognizes its responsibility to continue to give support and assistance to teachers with respect to the maintenance of control and discipline in the classroom as they have in the past.
- B. Whenever a particular pupil requires the attention of special counsellors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take steps to relieve the teacher of responsibilities with respect to such pupil.
- C. Despite the precautions taken by the teacher and the preventive measures he employs, misbehavior serious enough to call for correction is almost certain to occur in every classroom. The purpose of corrective measures is not to take retribution, gain revenge, release adult hostilities or make the child suffer, but to improve the child's behavior.
 - 1. Corrective measures take many forms, ranging in severity from a facial expression of disapproval to expulsion of the child from school.
 - 2. A teacher, having established rules of conduct in the room, with the help and understanding of the children will counsel, admonish or reproach those who commit any breach of discipline.
 - 3. If a child needs corporal punishment, he is to be brought to the office or some other suitable place, and in the presence of an administrative representative, he is to be punished immediately by the teacher or the administrative representative in a reasonable, sensible manner on the seat of the pants with a strap or paddle provided by the school.
- D. 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 with respect to such assault and shall render all requested assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- E. If any teachers operating under the provisions of the Contract, are complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render all requested assistance to the teacher in his defense.

F. In the event any teacher is made a defendant in any type of legal action, either civil or criminal, involving circumstances arising from his duties as a teacher and is thereby suspended, without pay, pending the outcome of said law suit and the teacher is subsequently found innocent of wrong doing, said teacher shall be reinstated and shall be paid full wages as of the date of suspension.

GRIEVANCE PROCEDURES

A. Definitions

- 1. A "grievance" is a claim based upon wages, hours and other terms and conditions of employment
- 2. The "aggrieved person" is the person or persons making the claim
- 3. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this contract.
- 4. A "party of interest" is the Association, the representative of the Board, the person or persons who might resolve the problem.
- 5. The term "days" shall mean calendar days.

B. Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as the investigation allows at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration or proceeding independently as described in Section E of these procedures.

C. Structure

- 1. There shall be one or more Association Representatives (Building Representatives) for each school building to be selected in a manner determined by the Association.
- 2. The Association shall establish a Professional Rights and Responsibilities Committee, which shall be broadly representative and which shall serve as the Association grievance committee. In the event that any Association Representative or any member of the PR & R Committee is an aggrieved person or a party in interest to any grievance, he shall disqualify himself and a substitute shall be

named by the PR & R Committee.

- 3. The building principal shall be the administrative representative when the particular grievance arises in that building.
- 4. The Board shall designate a committee of principals to function at Level II. They shall also designate a committee representative of the Board to function at Level III.

D. Procedure

The number of days indicated at each level shall be considered as maximum however every effort should be made to expedite the process. The time limits may be extended by mutual consent.

If the grievance is filed on or after May 1, the time limits shall be reduced in order to affect a solution prior to the end of the school year or the teacher may continue to process his claim independently or resubmit the claim at the beginning of the next school year.

1. Level One

- (a) A teacher with a grievance shall discuss it with his immediate supervisor or principal: individually together with his Association Representative or through the Association Representative.
- (b) In the event the teacher and principal cannot resolve the problem, the grievance may be written. (The Association Representative shall assist in writing the grievance) The teacher, principal and Association Representative shall meet to discuss said grievance.

2. Level Two

(a) In the event the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance, he may file the grievance in writing with the Association's PR&R

Committee.

- (b) Within five (5) days of receipt of the grievane the PR&R Committee shall decide whether or not there is a legitimate grievance. If the committee decides that no grievance exists and so notifies the claimant, the teacher may continue to process his elaim without Association support. If the committee decides there is a legitimate grievance, it shall immediately process the claim with the Principals Committee.
- (c) The PR&R and Principals Committees shall meet within five (5) days from receipt of grievance by the Principals Committee to consider the problem.

3. Level Three

In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) days by the Level Two committees, he may refer the grievance through the PR&R Committee to the representatives of the Board. Within ten (10) days from receipt of the written referral by the representatives of the Board they shall meet with Association PR&R Chairman and the Associations Negotiation Team for the purpose of arriving at a mutually satisfactory solution to the grievance problem.

4. Level Four

In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within ten (10) days from date of receipt of grievance by the representative of the Board, he may refer the grievance through the Negotiating Team, to the Board of Education Committee. This committee shall be composed solely of members of the Board of Education. Within ten (10) days from receipt of the written referral by the Board,

its Committee shall meet with the Association's PR&R Committee Chairman and the Association's Negotiating Team for the purpose of arriving at a mutually satisfactory solution to the grievance problem.

5. Level Five

In the event the grievance is not satisfactorily resolved at Level Four, or if no decision is reached within the ten (10) day period, the grievance shall immediately be transmitted to an Arbitration Board consisting of five (5) members: two (2) appointed by the Board of Education; two (2) appointed by the Association; the fifth member of the Arbitration Board shall be selected by the above named members and shall serve as Chairman. In the event the fifth member is not agreed upon, then either party may petition the local circuit court for appointment of said fifth member.

E. Rights to Representation

Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person. Provided, however, that any teacher may in no event be represented by an officer, agent, or other representative of any competitive teacher organization other than the Association. Provided, further, when a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance processing.

F. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice or record.

Any party of interest may withdraw its support at any level. However,

if in the judgement of the Association Representative of the PR&R

Committee, the grievance affects a group of teachers, the PR&R Committee may process the grievance at the appropriate level.

- 2. The gricumace discussed and the decision rendered at level One, Section A, shall both be placed in writing upon request of either party. Decisions rendered at all other levels shall be in writing and shall promptly, be transmitted to all parties of interest.
- 3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
- 4. All documents, communications, and records dealing with a grievance may be filed within the personnel files of the participants, but shall be held confidential to the Board, Superintendent and the teacher and/or the teacher representative.
- 5. Forms for filing and processing grievances shall be designed by the representative of the Board and the PR&R Committee, shall be printed by the Board, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
- 6. Access shall be made available to all parties, places and records for all information necessary to the determination and processing of the grievance.

ARTICLE IX. - PROFESSIONAL COMPENSATION

- A. The salaries of employees represented by the Association covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement, provided, however, that upon written notice to the other party at least sixty (60) days prior to the first day of May of every year of this Agreement, or if any funds from any source become available, said salary schedule shall be renegotiated. The Association shall be advised, in writing, by the Board of any monetary program affecting the Beecher School District. The Association shall be consulted by the Board before a decision on the amount of millage to be requested is finalized. The Association shall actively support a millage issue, provided the Association has participated in and agreed to the establishment of tax programs.
- B. The salary schedule is based upon a normal weekly teaching load, as here-inafter defined, beginning Labor Day and not to exceed thirty-eight (38) weeks. Excepting as provided by other provisions within this agreement, each teacher shall be entitled to appropriate additional professional compensations:
 - 1. If a teacher should be assigned an additional classroom for more than two (2) weeks, he shall be entitled to his established professional hourly rate. The professional hourly rate of any teacher shall be determined by dividing his or her base salary, as set forth in Schedule A. (7 x 190 by 1330 hours).
 - 2. If a teacher should substitute for a shorter period of time, he shall be paid \$4.50 an hour.
- In the event special teachers, including but not limited to music and physical education teachers, shall not be available for their regularly scheduled teaching duties and said duties are performed by another teacher, said teacher shall be paid at the rate of \$4.50 per hour.

- D. Teachers new to the Beecher School District shall not be required to report for more than two conference days, Thursday and Friday, prior to the beginning of classes in September. All other teachers, employed by the Beecher School District, shall not be required to report prior to Labor Day, 1966.
- E. The following legal holidays shall be observed and all schools closed:

 Labor Day; Thanksgiving Thursday and Friday; Christmas- two (2) weeks,

 December 17th to and including January 1st, 1967; Easter- Thursday and

 Friday prior to and including the Monday following Easter; and Memorial

 Day.
- F. Teachers shall have the option of having their salary paid to them on the basis of twenty-one (21) or twenty-six (26) pay periods.
- G. Credit for experience outside the school system shall be evaluated by the Board and credit shall be allowed whenever the prior service of the teacher is deemed satisfactory. Full credit shall be given for the first seven (7) years of experience, but no credit shall be given for a fractional part of a year. Teachers shall be advanced one step on the salary schedule for each year of active military service, up to two (2) years maximum credit.
- H. Increments become effective September 1 of each year and advancement under the salary schedule shall be automatic as of September 1 or February 1 following completion of required academic or professional courses, upon application of the teacher.

NON-DEGREE TEACHERS

Beginning salary -

Two years -- recommended not use
Three years -- 3/4 of base (BA) salary
Three and one-half years: 7/8 of base (BA) salary

Consider number of hours

ARTICLE X.' - INSURANCE PROTECTION

- A. The Board shall provide to the teacher, \$12.00 per month to be applied toward comprehensive hospitalization, medical and surgical protection under the current Family Blue Cross Insurance Plan or the current Family MEA Insurance Plan. Those teachers not wanting Blue Cross or MEA Insurance have the option to select Washington National Insurance, Plan 8.
- B. The Board shall provide without cost to the teacher, group life insurance protection which shall pay to the teacher's designated beneficiary the sum of \$5,000.00 upon death and, in the event of accidental death, shall pay double indemnity.

ARTICLE XI. - ACCRUED SICK LEAVE

- A. All employees represented by the Association, having five (5) consecutive years or more of service with the Beecher School District shall, upon retiring from teaching, be paid his accrued sick leave days at the rate of \$10.00 times the number of his accrued sick leave days up to and including seventy-five (75) days.
- B. In the event of death of said employee, his beneficiaries shall receive this accrued sick leave benefit.

ARTICLE XII. - SICK LEAVE POLICY

- A. Sick leave may be taken because of illness of an employee, and or an employee's husband, wife, son or daughter.
- B. All employees represented by the Association shall have ten (10) days each year to be used for sick leave at full pay. Unused sick leave days shall accumulate to seventy-five (75) days.
- C. Thirty additional sick leave days in excess of the number of days carned and accrued may be taken at which time the employee shall be paid the difference between his regular daily rate and the rate being paid his substitute teacher.
- D. Any teacher whose sick leave extends beyond the period compensated shall, upon request, be granted a leave of absence without pay for such times as said illness continues. Upon return from such leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.

ARTICLE XIII. - PERSONAL DAYS

Each employee represented by the Association shall be entitled to one (1) day leave with pay per school year for such purposes as he or she deems necessary. Each such employee may allow such leave days to accumulate for not to exceed two (2) school years and may be taken in any school year. Except in cases of emergency, two (2) days prior notice should be given.

ARTICLE XIV. - BEREAVEMENT DAYS

Leave shall be granted without loss of pay for emergency purposes. Emergency purposes shall mean death in the immediate family, or such similar situations considered meritorious by the principal, who shall certify concerning allowance or disallowance of the emergency leave sought.

An employed shall be granted three (3) days leave with pay, plus reasonable travel time, due to death in the immediate family. Immediate family shall be defined to include: parents, parents-in-law, grandparents, grandparents-in-law, husband, wife, children, brothers and sisters, brothers-in-law, and sisters-in-law, grand-children or other relatives living in the employee's home.

Within the discretion of the principal employees may be granted one-half day with pay for the purpose of attending funerals of other close relatives or friends.

Emergency leaves shall be supplementary to and not in restriction of sick leaves as herein provided.

ARTICLE XV. - LEAVES OF ABSENCE

- A. Absence with full pay shall be granted and shall not be chargeable against any other benefit herein provided for the following reasons:
 - (1) Jury Service
 - (2) Whenever the teacher is subpoened to attend any proceeding, except as provided in Article VII, Section F.
 - (3) Time necessary to take selective service physical examinations
- B. Leaves of absence not to exceed one school year without pay shall be granted upon application for the following purposes to tenure teachers. It may be granted to non-tenure teachers upon application.
 - (1) Study related to the teacher's certified field
 - (2) Study to meet eligibility requirements for certification other than that held by the teacher.
 - (3) Study, research or special teaching assignment involving advantage to the school system

During said absence, salary increments shall accrue upon return of said teacher to the employ of the District; he shall be paid at the appropriate step within the salary schedule attached hereto.

- c. A maternity leave shall be granted, without pay, commencing not later than the end of the fifth month of pregnancy, except that when this date falls within one school month of the end of the semester the teacher may be permitted to complete the semester. The teacher shall be entitled to return from such leave at any time within three years, to the same position, if available, or a substantially equivalent position. Any return prior to three (3) months following the birth of the child may be only by medical clearance from a doctor.
- D. A leave of absence will be granted for up to two (2) years to any tenure teacher who joins the Peace Corps or Vista as a full-time

participant in such programs and may be granted to any non-tenure teacher. Upon the return of any such participant, any period so served shall be treated as time taught for purposes of salary increments.

- E. After a teacher has been employed at least seven (7) consecutive years and/or at the end of each additional seven (7) or more consecutive year periods, the Board may grant said teacher a sabbatical leave for professional improvement for not to exceed two (2) semesters at any one time: Provided, however, that the teacher holds a Permanent or Life Certificate. During said sabbatical leave, the teacher shall be considered in the employ of said Board: shall have a contract and shall be paid a minimum of half (1/2) his full annual salary, or more, dependent upon the nature of said leave: Provided, however, that said Board shall not be held liable for death or injuries sustained by any teacher while on sabbatical.
- F. Teachers on a sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with rules and regulations established by the boards of control of public school employee's retirement funds.
- G. A teacher, upon return from a sabbatical leave, shall be restored to his or her teaching position or to a position of like nature, seniority, status and pay. Said teacher shall be entitled to participate in any other benefits that may be provided for by rules and regulations of the Board made pursuant to law.

ARTICLE XVI. - IN*SERVICE PROGRAMS

Absence with full pay shall be granted and shall not be chargeable against any other benefit herein provided for the following Board approved activities:

- (1) Visitation at other schools
- (2) Attending educational conferences and conventions

ARTICLE XVII

Miscellaneous Provisions

- A. The Board agrees at all times to maintain a list of substitute teachers.

 Teachers shall be informed of a telephone number they may call at 7:00 a.m. to report unavailability for work. The report shall consist of name, position, and reason for absence.
 - l. It shall be the responsibility of the administration to arrange for a substitute.
 - 2. It is the responsibility of the teacher to have lesson plans available for the substitute.
- B. 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.
- C. This Contract shall supersede any rules, regulations, policies or practices heretofore regulating relationships between the Association and the Board.
- D. If any provision of this Contract or any application of the Contract to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. The Board and the Association Agree that our primary goal is high quality education for each pupil. No teacher will be assigned to a classroom, either full or part time, if his administrative duties take precedence over his responsibilities to said classroom, resulting in students being left unattended.
- F. All teachers whose assigned teaching duties require commuting from one building to another shall be paid a sum based on 7¢ a mile for distance so travelled. The teacher shall turn in a monthly statement to the business office.
- G. At the completion of the fourth (4th) week of school, the Board shall furnish to the Association a print-out of the payroll on all persons represented by the Association.
- H. 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, furnishing necessary information and otherwise constructively considering and resolving any such matters.

ARTICLE XVIII

Duration of This Agreement

This Agreement shall be effective as of July 1, 1966 and shall continue in effect for one (1) year until the 30th day of June, 1967. This Agreement shall not be extended orally.

If neither party shall have requested meetings to renegotiate a new contract before 60 days prior to June 30, 1967, this contract will be in effect until a new contract has been negotiated.

BEECHER SALARY SCHEDULE

1966 - 1967

Years	BA	4 12	MA	5 1/2	6 .		
0	5500	5720	5940	6160	6380		
1	5600	5820	6040	6260	6480		
2.	5775	5995	6215	6435	6655		
3	6050	6270	6490	6710	6930		
4	6325	6545	5765	6985	7205		
5	6600	6820	7040	7260	7480		
6	6875	7095	7315	7535	7755		
7	7150	7370	7590	7810	8030		
8	7425	7645	7365	8085	8305		
9	7700	7920	8140	8360	8580		
10	7975	8195	8415	8635	8855		
11	8250	8470	8690	8910	9130		
12	8525	8 7 45	8965	9185	9405		

Nurses without a BA degree will be given BA salary status minus two (2) steps.

FRINGE BENEFITS

- \$12 per month applied to health and accident insurance
- \$5,000 life insurance with double indemnity
- 10 days sick leave accumulative to 75 days
- 1 business day per year accumulative to 2

SCHEDULE A TERMINOLOGY

- 1. Terminology on the Salary Schedule A shall be as follows:
 - A. Four (4) years equals a Bachelor's Degree plus Teachers Certificate.
 - B. Four and one-half $(4\frac{1}{2})$ years equals above said qualifications plus 15 graduate credit hours.
 - C. Five (5) years equals a Masters Degree plus Teacher's Certificate.
 - D. Five and one-half $(5\frac{1}{2})$ years equals above said qualifications plus an additional 15 graduate credit hours.
 - E. Six (6) years equal a Masters Degree plus Teachers

 Cortificate and an additional 30 approved graduate

 credit hours.

This definition of terms will not be retroactive but shall apply to any future increase in educational training. Any teacher currently employed at any level of the salary schedule shall not have his salary level decreased as a result of aforementioned terms.

BEECHER SCHOOLS COMMUNITY ACTIVITIES

Assignment	Activity Center (s)	Time Involved	Salary	
Pool	•			
Swimming teacher				
WSI Certified	Pool	hourly	\$ 4.50	
Supervisor-Guard	Pool	hourly	4.00	
Office Supervisor				
Non-Certified	Pool	hourly	3.50	
Student Assistant Teacher - WSA				
Certified	Pool	hourly	1.35	
Student Guard				
Certified	Pool	hourly	1.25	
Student Checkers	Pool	hourly	. 90	
Roller Skating Supervisor	Jr. High - Dailey	Each Sat. from Sept. thru May 9 a.m4p.m.	\$400 - one sponsor each center	
Sr. Jr. High Jr. High - Dailey Teen Clubs Buick - Messer - Sr. High		Each Monday Sept May 7 - 9 p. m.	\$150 - each two sponsors each center prefers a man and woman	
Hi-Y	Sr. High	Meeting once a week 7-9 p.m. Football concess	\$160 - one sponsor ion	
Y-Teens	Sr. High	Meeting once a week 7-9 p.m.	\$130 - one sponsor	
Girls Club	Messer Elementary	After School		
		once a week	\$100 - one sponsor	

Jr. High & Grade Basketball	General Directors Duties	Sat. Prog Set up pro with assis superinter	gram	325
Jr. High Coaches(2)	Scheduled and Sat. high school	Scheduled session	during	250
Intramural Coaches	(2) Schedule and Saturday - High Scho	Schedules	d during	225
Elementary Coaches (6 - 8)	s All Gyms scheduled	During se Scheduled		125
Adult Education Classes	Non-Credit	hourly	(beginning) (after one yr. experie	
Adult Education	Credit	hourly		5.00
Student help at concession stand		hourly		. 90

SCHEDULE A

II

DRIVER EDUCATION - The Board will pay a 17% increase on present hourly rate. Should the State Bill appropriate additional monies per pupil, effective during the term of this Agreement, these salaries will be renegotiated, and include a graduated pay scale, favoring more experienced driver education teachers!

III

HEADS OF DEPARTMENT - Will receive the following percentages of their contracted salary.

Business Ed.	4.%	Phys. Ed. 3%
Driver Ed.	4.7c	Science 5%
English	5%	Mathematics - to be negotiated
Industrial Arts	4%	Social Studies - to be negotiated
Music	5%	Home Economics Coordination - \$100

IV

CENTERS -	Dailey	\$350	3	days	-	8	weeks		
	Buick	350	3	days	-	8	weeks		
	Messer	350	3	days	-	8	weeks		
	Jr. High	350					weeks		
	High School								Includes evenings of track and outdoor activities
	Baseball	1,000	5	days	-	8	weeks		one week of registration pay \$100
	Pool - Tead	cher 3.50	3	days	-	8	weeks		T - T - S 1/2 and evenings
	(per hr.)								
	Pool - Tea	cher 3.50	0 :	3 day	8 -	8	weeks		M - W - F Plus directing of program. Adult Educa - tion program and community coordination of community requests. \$1,400.00 Total
	Tot Lot -	Youth Lo	t 3	days	-	6	weeks		\$200 per teacher - 5 teacher. Total \$1,000

Sewing for girls - Income pays for teacher