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PROFESSIONAL EMPLOYMENT CONTRACT

This Contract is entered into this _____ day of Michigan State University 1966, by and between the Board of Education of Belding Area Schools, Michigan, hereinafter called the "Board" and the Belding Area Education Association, hereinafter called the "Association".

ARTICLE I

Recognition and Terms: The Board recognizes the Association as the sole and exclusive bargaining representative with respect to wages, hours and working conditions for all elementary and secondary teachers who are certified, including counselors, special education teachers, librarians, the director of guidance, and the athletic director when the remainder of his duties consist entirely of teaching duties and specifically excluding all others and particularly the superintendent, principals, substitute teachers, non-regularly employed part time teachers and all non-teaching school employees.

To preserve the rights of the Board under the Tenure Act, however, the Association will represent the probationary teacher in matters of wages, hours and working conditions but does not represent them in matters of discharge, reprimand and the transfer for other than Association activities.

The term "teacher" shall refer to all employees represented by the Association as herein defined and masculine gender shall include feminine.

ARTICLE II

Teacher and Board Rights:

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful activities for mutual aid and protection. As a duly elected body exercising governmental power provided by law of the State of Michigan, the

Belding Area Schools

MEA
1216 Kendall; East Lansing, Mich. 48823

Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any lawful activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment.

B. It is recognized that Michigan law makes the Board legally responsible for the operation of the Belding Area Schools in all respects. In meeting such responsibilities the Board acts through its Administrative Staff. Such responsibilities include the establishment of educational policy, the construction or acquisition and the maintenance of school buildings and equipment, the hiring, transfer, assignment, supervision, promotion and termination of staff members, and the establishment and revision of rules pertaining to the conduct of staff members. Michigan law gives the Board authority necessary to discharge all of its responsibilities. The Board and the Administrative Staff shall be free to exercise all such rights and authority to the extent permitted by law, provided, however, that no actions shall violate any of the express terms of this Agreement.

ARTICLE III

Professional Compensation: The salaries of teachers covered in this agreement are set forth in Schedule A which is attached to and incorporated in this agreement and is effective for the school year indicated in Schedule A.

ARTICLE IV

Teaching Conditions: The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality

of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

A. Because the pupil teacher ratio is an important aspect of an effective educational program and of mutual concern to both parties, it is agreed that recommendations of teachers in this respect will be fully considered by the Board. The Board recognizes further that teacher recommendations in this respect are as follows:

Elementary Grades:

Kindergarten	22 pupils
Elementary school grades	25 pupils
Special classes for handicapped or mentally retarded	15 pupils

Secondary Grades:

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

B. It is further agreed that teachers have the prerogative, as well as the responsibility, to make recommendations concerning curriculum improvement, the need for and selection of teaching aids and equipment and plans for new building facilities when these matters directly affect curricular areas and grade levels in which a teacher is assigned.

ARTICLE V

Vacancies and Promotions: Whenever any vacancy in any professional supervisory or administrative position in the district shall occur, the Board shall publicize the same by giving written notice in the form of a general announcement to the entire teaching staff. Whenever a teacher is interested in being considered for such a position, he may file written notice of his interest with the Superintendent.

In filling such vacancy, the Board declares its support of a policy of promoting from within its own teaching staff and will give full consideration to the qualifications of teachers from its own teaching staff who have filed a written statement of interest. This is not to preclude the possibility, however, of filling the vacancy by hiring an applicant from outside the school system who in the judgment of the Board is more qualified.

ARTICLE VI

Vacancies and Transfers:

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

B. Teachers interested in being transferred to another teaching assignment shall submit a request in writing for such transfer to the superintendent of schools. A record of such requests shall be maintained in the office of the superintendent and such requests shall be given full consideration in filling such vacancies. Assignments will be made, however, in the best interest of the children of the school district in accordance with the judgment of the superintendent of schools.

C. Any teacher who is transferred to a supervisory or executive position shall no longer be considered as a teacher represented by the Association but shall, if he later returns to teacher status, be entitled to regain such rights as he may have had

under this Agreement prior to such transfer to supervisory or executive status.

ARTICLE VII

Leave Pay:

A. All teachers are allowed ten days of sick leave each year with the unused portion accumulative to 60 days. The ten days are available for teachers to start using on the first day of school. Sick leave is defined as:

1. Personal teacher illness
2. Illness in immediate family
(No pay is awarded for unused sick leave.)

B. At the superintendent's discretion, one day for personal business will be allowed each year with pay, plus an additional four days without pay.

ARTICLE VIII

Leave of Absence:

A. Any teacher whose personal illness extends beyond the period compensated under Article VII may be granted a leave of absence without pay for a period not to exceed one year, subject to renewal by the Board. Upon return from such leave, a teacher shall be assigned to the same position or a substantially equivalent position, if a vacancy exists, provided always that the teacher is able and qualified to perform the duties required by the position.

B. Maternity leaves of absence without pay shall be granted for a period of up to one year, subject to extension by the Board upon written request from the teacher and shall normally begin no later than the end of the fourth month of pregnancy, provided that when such time occurs within one month of the end of the semester, the teacher may be permitted to complete the semester and provided that if such time occurs before the middle of the semester and the Board feels it would have difficulty in finding a replacement at mid-semester, such leave of absence will begin at the beginning of the preceding semester. The teacher shall furnish a written statement from

her doctor indicating her ability to perform her regular teaching duties to the beginning of her leave. The teacher shall be entitled to return from such leave within one year at any time a vacancy exists for which she qualified and at the salary level she was on when such leave began, provided that a written statement from her doctor may be required by the Board indicating the teacher's ability to assume her teaching duties and upon recommendation of the superintendent of schools.

C. Military Leave: Military leaves of absence shall be granted to any teacher who is inducted for military duty in any branch of the armed forces of the United States and for a length of time equal to the duration of his induction period.

ARTICLE IX

Negotiation Procedures:

A. During the professional negotiations leading up to this Agreement each party had the right to make proposals and bargain on all bargainable matters. This contract contains the entire agreement of the parties. During its life each party agrees that the other will not be required to engage in further bargaining on any matter, whether covered herein or not, except for matters which are subject to professional grievance negotiations as provided in Article X.

B. Notwithstanding the foregoing paragraph, it is agreed that any teacher, the Association or the Board shall have the right during the term of this Agreement to bring matters not covered herein but of common concern to the attention of the Administrative Staff or to the Professional Study Committee of the Association for its study and recommendation, it being understood that no such matters shall become the subject of arbitration or mediation.

ARTICLE X

Grievance Procedure: A grievance shall be defined as an alleged violation of this Agreement, however, it shall not apply to discharge or demotion of teachers, the procedure for which is covered by the Tenure Act. Should a teacher feel that there has

been a violation of this Agreement, he will take the following steps:

(Step 1) The teacher shall notify the designated representative of the Association of his grievance and may request his presence at the presentation of the grievance or proceed to step two (2) without the designated representative at the teacher's option. The designated Association representative may be present at any adjustment of the alleged grievance at any level.

(Step 2) The teacher and/or the designated representative may discuss the grievance with the principal informally within twenty (20) days of the alleged violation.

(Step 3) If no satisfactory conclusion is reached within ten (10) days following the discussion set forth above, the teacher and/or the designated representative shall present in writing within twenty (20) days from the discussion in Step two (2) the alleged violation and request an interview with the superintendent. Within ten (10) days after the written request is filed with the superintendent he shall have a hearing concerning the alleged grievance. At the discretion of the superintendent he may request the presence of the principal involved at Step two (2) to be present at this meeting. A decision in writing by the superintendent shall be given to the employee and the designated representative within ten (10) days after the hearing.

(Step 4) If this decision is not satisfactory, the teacher may file his alleged grievance with the Board in writing, countersigned by the designated representative at least ten (10) days prior to the next regular Board meeting.

The Board shall place said grievance on the agenda of its next regular meeting at which time the teacher and/or the designated Association representative shall be given an opportunity to be heard. The Board shall render its decision in writing at the next regularly scheduled Board meeting. If this decision is not satisfactory, the teacher and/or the designated representative may file his grievance with the State Labor Mediation Board as provided by law.

Failure to appeal a decision at any level within the specified time limits shall be deemed an acceptance of the decision at that level.

At the beginning of the next school year the Association shall without delay inform the principal of each building of the name of its designated Association representative, and his alternate who shall act in the case of his absence. It is specifically agreed that there shall be one Association representative per building to assist in the handling of grievances should their presence be required by the teacher.

Grievances should be handled only when the teacher and the designated Association represented are not required at their assigned duty stations unless specific permission is given by the principal or superintendent.

The withdrawal of a grievance at any level by the teacher, or should a grieving teacher leave the employ of this system, would bar any further proceedings on the grievance.

ARTICLE XI

Miscellaneous Provisions:

A. This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. Individual teacher contracts shall be made expressly subject to the terms of this Agreement.

B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall 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.

ARTICLE XII

Duration of Agreement: This Agreement shall be effective as of _____ and shall continue in effect until the first day of July 1967. This agreement

shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

By: _____
President

By: _____
Secretary

BELDING AREA EDUCATION ASSOCIATION

By: _____
President

By: _____
Secretary.

BELDING AREA SCHOOLS
Teacher Salary Schedule
1966-67

1. The structure of the salary schedule, showing beginning and maximum salaries, is as follows:

Step	Non Degree	Bachelor Degree	B.A. plus 20 S.H.	Masters Degree	M.A. plus 15 S.H.
Starting Salary	\$4800	\$5200	\$5300	\$5500	\$5600
1	4950	5350	5450	5650	5750
2	5100	5500	5600	5800	5900
3	5300	5700	5800	6000	6100
4	5500	5900	6000	6200	6300
5	5700	6100	6200	6400	6500
6	5950	6350	6450	6650	6750
7	6200	6600	6700	6900	7000
8	6400	6800	6900	7100	7200
9	6600	7000	7100	7300	7400
10	6800	7200	7300	7500	7600

2. If a teacher completes enough semester hours of credit to qualify for the next higher pay bracket during the first semester, the full pay increase is allowed, but if the necessary credits are completed during the second semester, only one half of the pay increase is allowed.

3. Pay for coaching assignments:

The percentages shown will be applied to the starting salary at the Bachelor Degree level plus pay increments. It is stipulated, however, that the number of increments used to determine this pay will be equal to the number of years of coaching experience that the coach has had and that the increments, selected for use in determining the coaching pay, will always start with the increment paid for the first year of teaching experience regardless of how many years of teaching experience the coach may have had.

Varsity football and basketball	11%
Varsity wrestling	10%
Varsity track and baseball and assistant football and basketball	6%
Cross country, tennis, golf, assistant track and baseball and Jr. Hi. football and basketball	5%

4. Pay for other special assignments are as follows:

Plays	\$100.00
Girls' Cheerleading, G.A.A. and Pep Club	300.00
Elementary Recreation, Year 'round	400.00

5. Upon completion of a more thorough study concerning the possibility of pay for other special assignments, any additional pay negotiated will be given immediate effect.

6. A maximum of five years of credit will normally be given for teaching experience outside of our school system. The superintendent may deviate from this allowance, however, to establish the starting salary of any teacher.