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Breitung Township Schools Board of Education

BREITUNG TOWNSHIP M. E. A. CHAPTER

MASTER CONTRACT

1970-1971

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MEA
1216 KENDALE
E. LANSING, MI

48823

MASTER AGREEMENT
BOARD OF EDUCATION - BREITUNG TOWNSHIP SCHOOLS
and
BREITUNG TOWNSHIP EDUCATION ASSOCIATION
July 1, 1970 - June 30, 1971

This Agreement entered into this _____ day of _____
1970, by and between the School District of Breitung Township, the City
of Kingsford, Michigan, hereinafter called the "Board", and the Breitung
Township Education Association, hereinafter called the "Association".

WITNESSETH:

WHEREAS, the Board and the Association recognise and declare
that providing a quality education for the children of Breitung Township
is their mutual aim and that the character of such education depends
predominately upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly
qualified to assist in formulating policies and programs designed to
improve educational standards, and

WHEREAS, the Board has a statutory obligation, pursuant to the
Public Employment Relations Act, Act 379 of the Michigan Public Acts of
1965, to bargain with the Association as the representative of its
teaching personnel with respect to hours, wages, terms and conditions of
employment, and

WHEREAS, the parties have reached certain understanding which
they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is here-
by agreed as follows:

ARTICLE I

Recognition

A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all certificated personnel whether under contract, on leave on a per diem basis, employed or to be employed by the Board, excluding: Superintendent, Assistant Superintendents, Principals, Assistant Principals, Business Manager, Director of School and Community Relations, Director of Vocational Education, Supervisors and Community School Coordinators and Directors within the meaning of the Public Employment Relations Act. The term "teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

ARTICLE II

Association and Teacher Rights

A. Pursuant to the Michigan Public Employment Relations Act, 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

concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the statutes of the State of Michigan, as amended, the 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 the Act or other laws of Michigan or the Constitutions 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 activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

C. The Association and its representatives shall have the right to use the school for meetings at all times when not conflicting with pre-scheduled activities, except during the teachers working day as stated in this contract. No charge shall be made for the use of the building except when used during hours in which janitors are not on duty. Charges then shall consist of janitor's salary plus charges normally charged other organizations for the same use. All arrangements for building use shall be made through the principal of the building concerned.

D. The duly authorized President or Vice President if the President is not available shall be granted reasonable time to transact official Association business with officials of the M.E.A. during the

preparation period of the local officer. Proper credentials must first be presented to the building principal.

E. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at times when janitors are on duty. The Association shall pay for the actual cost of all materials and supplies incident to such use.

F. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the district mail service and teacher mail boxes for communications to teachers. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises.

G. The Board agrees to make available to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including county allocation board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint. Only copies of official records and accounts shall be permitted to leave the office of the Board.

H. The Board shall consult with the Association on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration and the Association shall be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.

I. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

J. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, marital status.

K. Consistent with the Code of Ethics of the Education Profession, membership in the Association shall be open to all teachers regardless of race, creed, sex, marital status, or national origin.

L. The Association shall be granted a "bank" of four (4) days per year for the purpose of releasing its representatives from regular duties without loss of salary to participate in area, state, or regional meetings of the Michigan Education Association. An additional six (6) days will be granted for which the Association will pay the salary of a substitute teacher. Time must be drawn from the bank in half day or full day blocks of time. Any staff member drawing time from the bank must notify his respective building principal at least three (3) days in advance.

ARTICLE III

Rights of the Board

A. The Board on its own behalf and behalf of the electors of the district hereby retains and reserves unto itself, without limitation,

all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws as amended and the Constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right:

1. To the exclusive management and administrative control of the school system and its properties and facilities.
2. To hire all employees and subject to the provisions of the law, to determine their qualifications or their dismissal subject to provision of tenure law and to promote, and transfer all such employees.
3. To establish grades and courses of instruction, including special programs and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
4. To approve the means and methods of instruction, the selection of text books and other teaching materials and the use of teaching aids of every kind and nature.
5. The Board and the Association recognize and declare that providing a quality education for the children of Breitung Township is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and that the Association recognizes that the Board, under law, has the final responsibility for adopting policies for the district.
6. The Board and the Association recognizes that the Board, under law, has the final responsibility for establishing policies for the district.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policy, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and laws as amended of the State of Michigan, and the Constitution and laws of the United States.

B. The Association agrees to furnish the Board of Education through the Superintendent in response to reasonable requests from time to time all available information concerning teacher retirement and teachers not returning to the Breitung Township Schools

C. The foregoing is subject to the provisions of Public Act 379 and the specific provisions of this agreement.

ARTICLE IV

Professional Responsibility

A. Membership in the Association shall be open to all teachers regardless of race, sex, creed, marital status, or national origin.

B. It is recognized that the proper negotiation and administration of collective bargaining agreements entail expense which is appropriately shared by all teachers who are beneficiaries of such agreements. To this end, the Board agrees either to:

1. deduct from teacher's salaries, dues for the Breitung Township Education Association, the Michigan Education Association, and the National Education Association or,
2. deduct from teacher's salaries a fee equal to the sum of the three above Education Associations for the negotiations and administration of this Agreement.

The deduction shall be made as the teachers individually and voluntarily authorize the Board to deduct, and the monies shall be promptly transmitted to the Breitung Township Education Association. Teacher authorizations shall be made in the form set forth below:

DEDUCTION AUTHORIZATION FORM

DO NOT WRITE IN THIS BOX

SOCIAL SECURITY

NAME _____

ADDRESS _____
STREET CITY STATE ZIP CODE

ME A REGION ME A DISTRICT SCHOOL DISTRICT-PHONE

I AM AN NE A LIFE MEMBER YES _____ NO _____

I AM AN ME A LIFE MEMBER YES _____ NO _____

- (1) I hereby authorize the Breitung Township Board of Education to deduct dues for membership in the Breitung Township Education, the Michigan Education and the National Education Association. It is my understanding that the dues will be annually deducted from my salary unless I revoke this authorization in writing to the school business office before September 1 of any given year.

DATE _____ SIGNED _____

- (2) I hereby authorize the Breitung Township Board of Education to deduct a fee equal to the current dues of the three (3) Educational Associations named in Section B. It is my understanding that the fee will be annually deducted from my salary unless I revoke this authorization in writing to the school business office before September 1 of any given year.

DATE _____ SIGNED _____

C. In the event that such an authorization is not signed and returned to the school business office for a period of thirty (30) days following the commencement of employment of the teacher, the Board agrees that in order to effectuate the purposes of the Public Employment Relations Act and this agreement, the services of such teacher shall be discontinued immediately.

D. The Board agrees to send or present each prospective teacher employee with a copy of this article along with the individual teacher contract.

E. The Breitung Township Education Association shall certify to the Board in writing the current rate of membership dues for each of the Associations named above. If any of said Associations shall change

the rate of its membership dues the Breitung Township Education Association shall give the Board thirty (30) days written notice prior to the effective date of such change.

F. Deductions referred to in section B above shall be made in seven (7) equal installments.

G. No later than September 30 of each year, the Board shall provide the Education Association with a list of those employees who have voluntarily authorized the Board to make deductions for membership dues or fees for negotiation and administration of this agreement.

ARTICLE V

Teaching Hours and Class Load

A. The teacher's normal teaching hours in the Breitung Township Schools shall be as follows:

	<u>HS</u>	<u>JHS</u>	<u>ELEM</u>
(1) Teachers check in no later than	8:00 a.m.	8:00 a.m.	8:00 a.m.
(2) Teachers at assigned place of duty not later than	8:10 a.m.	8:10 a.m.	8:10 a.m.
(3) Teachers shall leave school no earlier than	3:30 p.m.	3:30 p.m.	3:30 p.m.

B. The normal weekly teaching load in the junior and senior high school will be twenty-five (25) teaching periods and five (5) unassigned preparation periods or not to exceed five (5) hours of pupil contact per day. Assignment to a supervised study period shall be considered a teaching period for purposes of this Article. The normal weekly teaching load in the elementary schools will be thirty (30) teaching periods or not to exceed six (6) hours of pupil contact per day.

C. All elementary teachers shall be entitled to a duty-free uninterrupted lunch period.

D. Teachers of music, art and the laboratory sciences, librarians, speech therapists, reading consultants, visiting teachers, counselors and all special education teachers shall be provided with relief and preparation time to the same extent as other teachers in the district.

E. No departure from these norms, except in case of emergency, shall be made without prior consultation with the Association. In the event of any disagreement between the representatives of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.

F. A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.

ARTICLE VI

Special Student Program

A. The parties recognize that children having special physical, mental and emotional problems may require specialized classroom experience and that their presence in regular classrooms may interfere with the normal instructional program and place extraordinary and unfair demands upon the teacher. Special attention will be given to reducing class size where special students are placed in a regular classroom.

B. Forms for referral of suspected emotionally disturbed children shall be available to all teachers. Junior High and High School teachers shall obtain their forms from the guidance office; elementary teachers shall obtain the forms from their principal.

It will be the responsibility of the guidance personnel or elementary principal to arrange for psychological testing by an approved

agency and to see that the suggested therapy is carried out. If recommended by the agency, the student shall be removed from class, according to the laws of the State of Michigan. The initial interview with the counselor and arrangements for approved psychological testing must be completed within a five (5) day period from the date of referral. The referring teacher shall be informed of all progress of such arrangements.

ARTICLE VII

Teaching Conditions

It is recognized by the Board of Education and the local Association that the pupil-teacher ratio is an important aspect of an effective program. Therefore, they agree that every effort will be made to keep class size at an acceptable number as dictated by the financial condition of the district, the building facilities available, and the best interest of the district as deemed administratively feasible.

A. The Board agrees to direct all administrators not to schedule combination grade classrooms without prior agreement between the Board and the Association.

B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to consider all joint decisions thereon made by its representative and the Association. The Board agrees at all times to keep the schools reasonably equipped and maintained.

C. The Board agrees to make available in each school adequate typing, duplicating, stencil and mimeograph facilities and clerical personnel to aid teachers in the preparation of instructional material.

D. The Board shall provide:

1. A separate desk for each teacher in the district with lockable drawer space shall be purchased as soon as possible.
2. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
3. A Dictionary in every classroom shall be provided if requested.
4. Adequate storage space in each classroom for instructional materials.
5. Adequate attendance books, paper, pencils, pens, chalk, erasers and other such material required in daily teaching responsibility.
6. Non-professional help for the purpose of washing the blackboards daily in the high school if requested.

E. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment. Teacher may drive five (5) or less students to school events either in own vehicle or one owned or leased by the school.

F. The Board shall make available in each school adequate lunchroom, restroom and lavatory facilities exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted. Provision for such facilities will be made in all future buildings.

G. Existing telephone facilities shall be made available to teachers for their reasonable use.

H. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well being.

ARTICLE VIII

Qualifications and Assignments

A. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university except in case of emergency. The B.T.A. shall be notified prior to the letting of such a contract.

B. The employment of teachers upon full year special certificates is to be permitted only in cases of absolute necessity or where the teacher has outstanding credentials and the Association shall be so notified in each instance.

C. Full-time or emergency substitute teachers serving in a regular position will be hired under the provisions of the State Board of Education special 90-day certificate only in cases of absolute necessity and then only by agreement between designated representatives of the Association and the Board of Education.

D. 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 and the Association shall be so notified in each instance.

E. All teachers shall be given written notice of their schedules for the forthcoming year no later than July 15. 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 teachers' schedules be made later than the 15th day of August preceding the commencement of the school year, unless an emergency situation requires same.

F. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver

education, extra duties enumerated in Schedules B, and summer school courses, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to teachers regularly employed in the district.

G. Part time teachers may be employed to teach classes only. No study halls shall be assigned to these employees.

Part time teachers shall receive one-fifth of their salary step for teaching one class, two-fifths for teaching two classes, three-fifths for teaching three classes, etc. The part time contract will require the individual to remain in the school building for the same fractional part of a preparation period in addition to the class periods.

All part time teachers shall also be assigned to lunch and extra curricular duties proportional to time taught.

All teachers must obtain five-fifth years or more of teaching experience before advancing a step on the salary schedule. Adjustments will be made at the beginning of each semester.

ARTICLE IX

Vacancies and Promotions

A. Whenever any vacancy in any professional position in the District shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. No vacancy shall be filled, except, in case of emergency on a temporary basis, until such vacancy shall have been posted for at least fifteen (15) days. A copy of all posted vacancies shall be sent to the President of the Association.

B. Any qualified teacher meeting North Central standards and the standards of the involved professional organization may apply for such

vacancy. In filling such vacancy, the Board agrees to give due consideration to the professional background and attainments of both in service and other applicants including the length of experience of each. For positions in the bargaining unit, other relevant factors will be agreed upon by the Board and the Breitung Township Teachers Education Association. An applicant with less service shall not be awarded such position unless his qualifications therefore shall be superior to applicants with greater service. The Board declares its support of a policy of promotions from within its own teaching staff whenever possible. "Service" in the system, for purposes of this Agreement, shall mean continuous employment in a school of the district, irrespective of tenure status, but shall exclude all periods when the teacher was on leave of absence for any cause. Should qualified Breitung Township employees apply and be denied such promotion, the Superintendent will state by letter to the rejected applicant and if requested, the B.T.E.A., the reasons for the denial of advancement. The Association recognizes that the final authority for granting promotions rests with the Board.

ARTICLE X

Illness or Disability

A. Teachers shall be entitled to ten (10) days sick leave per year with one hundred (100) days accumulation of the unused portion.

B. Teachers teaching in this system for the first time, will accumulate sick leave at the rate of one (1) day per month during the first year. After the first year, teachers will automatically be granted ten (10) days at the beginning of the school year.

C. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted

a leave of absence without pay for the duration of such illness or disability, up to one year and the leave may be renewed each year upon written request by the teacher if the request is made prior to May 1st.

D. Any full time teacher who is absent because of injury or disease compensable by the Michigan Workman's Compensation Law, shall receive 75% of the difference between this allowance and his regular salary for the duration of his illness, with no subtraction of sick leave, up to one hundred (100) days.

E. A full time teacher absent from work because of mumps, scarlet fever, measles or chicken pox contracted during the school year shall have no diminuation of compensation and shall not be charged with sick leave during the days they are quarantined. Quarantine days are as follows: German measles, four (4) days after rash appears; Red measles, seven (7) days after rash appears; Chicken pox, six (6) days after rash appears; Scarlet fever, seven (7) days after rash appears; Mumps, nine (9) days after detection.

F. Sick leave may be used for sickness or death of the wife (or husband), children or any blood relative of teacher or wife (or husband) living in the teacher's local residence. Sick leave may be used for absence due to illness or death of the parents of teacher or wife (or husband) wherever residing, to the full extent of the sick leave allowance unused.

ARTICLE XI

Personal Business

A. At the beginning of every school year, each teacher shall be credited with two (2) days to be used for the teacher's personal business when substitutes are available. A personal business day may be used for

any purpose at the discretion of the teacher. A teacher planning to use a personal leave day or days shall notify his principal at least one day in advance, except in cases of emergency. The teacher shall be asked to explain the reason for any personal leave requested for the first day of the deer hunting season or for a school day immediately before or after a holiday, weekend, or vacation period, and reasonable restrictions may be imposed on person leaves on such days. A teacher shall be paid one-half salary at the end of the school year for any unused personal business days.

B. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:

1. A maximum of five (5) days per school year for a death in the immediate family.
2. Absence when a teacher is called for jury service. The teacher shall receive the difference between his regular salary and salary received for this service.
3. Court appearance as a witness in any case connected with the teacher's employment or the school or whenever teacher is subpoenaed to attend any proceeding. The teacher shall receive the difference between his regular salary and the salary received for this service.
4. Approved visitation at other schools or for attending approved educational conferences or conventions.
5. Time necessary to take the selective service physical examination.

C. Leaves of absence without pay where feasible shall be granted upon application for the following purposes:

1. Study related to the teacher's license field.
2. Study to meet eligibility requirements for a license other than that held by the teacher.

ARTICLE XII

Sabbatical Leave

A. Teachers who have been employed for seven (7) years may be granted a sabbatical leave for one (1) year. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board and shall be paid his full annual salary.

B. A teacher, upon return from a sabbatical leave, shall be restored to his former position or to a position of like nature and status, and shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.

ARTICLE XIII

Unpaid Leaves of Absence

A. A leave of absence of up to two (2) years shall be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other states, territories or countries; foreign or military teaching programs; the Peace Corps, Teacher's Corps or Job Corps as a full-time participant in such programs. A leave of absence of up to two (2) years may be granted for cultural travel or a work program related to his professional responsibilities. In all cases said teacher shall state his intention to return to the school system. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.

B. A military leave of absence shall be granted to any teacher who shall be inducted into any branch of the armed forces of the United States. Upon return from such leaves, a teacher shall be accorded such reemployment rights as are provided under the laws of the State of Michigan and the laws of the United States.

C. A leave of absence of up to two (2) years shall be granted to any teacher upon application for the purpose of serving as President or President elect of the M.E.A. or N.E.A. Upon return from such leave such teachers shall be placed at the same position on the salary schedule as they would have been had they taught in the system during such period.

D. A leave of absence shall be granted to any teacher upon application for the purpose of campaigning for, or serving in, a public office. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the system during such period.

E. Maternity leave of up to two (2) years subject to the terms herein after set forth shall be granted, commencing not later than the end of the sixth (6) 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. Return from such leave will be no earlier than six (6) weeks after the termination of the pregnancy. A female teacher adopting a child may receive similar leave which shall commence upon entry of an order terminating the rights of the natural parents by the probate court. A teacher placed on maternity leave shall only be re-employed if she notifies the Superintendent of Schools before May 1st of her desire to return to teaching and if a suitable opening is available in the school system. A teacher returning from leave provided in this paragraph shall be placed on that step of the salary schedule from which she went on leave.

ARTICLE XIV

Academic Freedom

A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of the individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.

B. Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning subject only to accepted standards of professional educational responsibility.

C. Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

ARTICLE XV

Tenure Procedures

I. Employment Under Tenure

Policy: A teacher shall remain on continuing tenure following a successful probationary period.

Procedure:

A. All teachers during the first two years of employment shall be on probation except:

1. A tenure teacher from another tenure district may be placed on continuing tenure after one year of successful probation.
2. A probationer who moves from one building to another or from one department to another at his request during the probationary period may be required to serve three years probation, except when the change is a solution to an administrative problem.
3. The probationer may be required to serve a third year of probation by the Board of Education upon notice to the State Tenure Commission.

B. A Tenure teacher shall remain on continuing tenure:

1. Until his 65th birthday, if before the date of the beginning of the school year. If his 65th birthday occurs during the school year, he shall retire at the end of that school year.
2. Or until he retires voluntarily.
3. Or he resigns voluntarily.
4. Or until he is dismissed through proper tenure procedure as prescribed by the State Tenure Act.

II. Administration of Tenure

Policy: The Board of Education and the Breitung Township Education Association shall negotiate all policies and procedures.

The Superintendent of Schools, the Assistant Superintendent in charge of Instruction, the Principals, and the Director of Vocational Education are responsible for the administration and supervision of tenure.

The District Tenure Committee, the Building Tenure Committee and the helping teachers act in an advisory capacity.

Procedure:

A. Responsibilities of Principal in Tenure

1. Shall explain tenure program to all new probationers; explain the evaluation sheet and interpret the importance placed on the various items listed; review the tenure program with the building committee and helping teachers soon after school begins.
2. Shall assign a helping teacher to the probationer when the probationer's employment begins. A new helping teacher shall be appointed for the probationer upon the request of the probationer, the helping teacher, or the principal.
3. Shall supervise the election of the Building Tenure Committee members during the first week of school in the fall. Shall present a list of tenure teachers from which nominations shall be made. Shall use parliamentary procedure, secret ballot and elect by a simple majority of the tenure teachers in the building.
4. Shall schedule at least two probationer-principal conferences; one before November 15th and a second before February 15th.
5. Shall observe and visit the probationer prior to each conference held.
6. Shall evaluate the work of the probationer and make advisory recommendations regarding tenure status to the Superintendent on or before February 15th.
7. Shall help tenure teachers to maintain the high standards expected of those on tenure.

B. Responsibilities of Helping Teachers

1. The role of the helping teacher is supportive---not supervisory. He stands in the position of a friendly counselor and helpful personal advisor.
2. The helping teacher must be a tenure teacher if possible, preferably in the same building or department.

3. Shall make the probationer familiar with the traditions, routine procedures and policies of the school system in general and of his own building. He shall answer such questions as may be presented.
4. Shall help in the personal adjustment of the probationer in his relationship with the adult personnel in his building and in the school and community life.
5. Shall offer constructive suggestions to encourage the probationer--at the same time establishing helpful, friendly relations between the two.
6. The helping teacher shall be selected by the principal prior to the beginning of the school year.
7. Shall ask the principal to make a change in the event the probationer-helping teacher relationship proves unsatisfactory.

C. Responsibilities of Probationer:

1. Shall ask for help from his helping teacher since it is difficult for the most understanding and willing helping teacher to know what help is needed unless he is consulted.
2. Shall familiarize himself with the Curriculum Guide, the Personnel Policies and the Teacher's Handbook; and with the traditions and policies of the school system in general and of his building.
3. Shall ask principal to make a change in the event the probationer-helping teacher relationship proves unsatisfactory.

III. Organization of Committee

A. District Tenure Committee

Policy: There shall be a District Tenure Committee consisting of the six building chairmen, one principal (to be elected by the principals), an extra member from the Junior High School building committee and an extra member from the Senior High School building committee.

Procedure

1. Responsibilities of District Tenure Committee

- a. Shall elect a chairman and a secretary at a meeting to be held on or before the end of the second week of school. Term of office for each will be one year with duties to be assumed immediately.
- b. Shall consider matters of Tenure policy.

- c. Shall continually study the current tenure policies and recommend revisions where and when needed.
- d. The District Tenure Committee shall arrange a meeting with any tenure teacher who requests in writing to appear before this group.
- e. The opinions of this group shall be strictly advisory.
- f. A written report expressing the opinions of the District Committee concerning the matter presented by the tenure teacher shall be given to: the Superintendent who shall present it to the Board of Education, the Principal of the building involved, the Director of Vocational Education if in Vocational Education, and the tenure teacher.

(1) All reports of the District Tenure Committee regarding the status of teachers shall be considered advisory. Such reports are to contain reasons for said opinion.

(2) No copies of such reports shall be kept by the District Tenure secretary.

2. Responsibilities of the District Committee Chairman

- a. Shall conduct proceedings of the District Tenure Committee.
- b. Shall be responsible for fulfillment of all steps outlined.
- c. Shall receive all problems that are to be considered by the District Tenure Committee.
- d. Shall arrange a meeting time for the District Tenure Committee and call a meeting at any time that the need arises.
- e. The first meeting shall be called on or before September 21st by the chairman of the preceding year.

3. Responsibilities of the District Committee Secretary

- a. Shall write the minutes of each meeting and furnish each member of the District Tenure committee with a copy.

- b. Shall send written notice of meetings to committee members prior to meetings.

B. Building Tenure Committee

Policy: The Building Committee membership shall be as follows:

Each Elementary Building	3 Members
Junior High School	3 Members
Senior High School	3 Members

Procedure:

1. Election of Building Committee Members

- a. Only tenure teachers shall vote for members of the building tenure committee. The principal shall present a list of tenure teachers to the staff the first week of school. He shall present a list of tenure teachers from which nominations shall be made. He shall supervise the election, using parliamentary procedure, secret ballot and elect by a simple majority of tenure teachers in the building.
- b. No person shall serve more than 2 consecutive 3 year terms on a building tenure committee.
- c. In the event a vacancy occurs during the year, it shall be filled by an election of tenure teachers as outlined above, within 2 weeks after the vacancy is official. The person elected at this time to complete the expired term.
- d. Each building operating for the first time under the tenure policy shall form a tenure committee consisting of 3 members elected as follows:

- (1) One 3 member committee
 - 1 member for 3 years
 - 1 member for 2 years
 - 1 member for 1 year

- (2) Thereafter each member of the building tenure committee shall be elected for a term of 3 years.

2. Responsibilities of Building Tenure Committee

- a. The building tenure committee shall elect annually a chairman and a secretary at the first meeting during the first week of school. They shall hold office from the date of election to the date of the next election for their respective positions. They shall assume responsibility for office immediately upon being elected.

- b. The building Tenure Committee shall arrange a meeting with any tenure teacher in the building who requests in writing to appear before this group. The opinions of this group shall be strictly advisory. At the request of the tenure teacher, the findings of this group may be reported to the Principal of the building, the Superintendent of Schools, and/or the District Tenure Committee.
 - c. The Building Tenure Committee may meet with the probationer with his consent, or at the request of the probationer. Reports of such meetings shall be sent to the Superintendent of Schools, the building principal and the probationer.
 - d. The Building Tenure Committee meeting shall be public or private at the option of the teacher affected.
3. Responsibilities of the Building Tenure Committee Chairman
- a. The term of office for the chairman will be one year.
 - b. The chairman shall serve no more than two successive years.
 - c. Shall call and preside at building tenure committee meetings.
 - d. Shall represent his building at all District Tenure meetings and report proceedings to the building. In his absence his chosen delegate from the building committee shall attend.
 - e. In the buildings that have extra delegates to the District Tenure Committee, the building chairman shall appoint such delegates from the building committee to serve for one (1) year.
4. Responsibilities of the Building Tenure Committee Secretary
- a. The secretary shall write the minutes of each meeting.
 - b. When requested, shall forward copies of reports to the Superintendent of Schools, the building Principal, the President of the Association, the District Tenure Committee, and the teacher concerned. No copies of reports on meetings requested by tenure or probationary teachers shall be kept by the building secretary.

IV. Saving Clause

Any portion of the local tenure policy invalidated by the Michigan Tenure Law shall not invalidate other parts of the policy written within the framework of the law.

ARTICLE XVI

Teacher Evaluation

A. The work performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated at least two times during the school year. Tenure teachers shall be evaluated at least once in every two years.

B. Evaluations shall be conducted by the teacher's immediate supervisor or an administrator working in the same building or otherwise familiar with the teacher's work, who shall be designated by the Board.

C. Each observation shall be made in person for a minimum of thirty (30) consecutive minutes. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited.

D. A copy of the written evaluation shall be submitted to the teacher at the time of such personal interview or within ten (10) days thereafter, and the teacher shall have the opportunity to review the evaluation report. All evaluations shall be based upon valid criteria for evaluating professional growth.

E. No later than March 15th of each probationary year the final written evaluation report will be furnished to the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher and signed. If the report contains any information not previously made known to

and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent. In the event a probationary teacher is not continued in employment, the Board will advise the teacher.

F. Each teacher shall have the right upon request to review the contents of his own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

ARTICLE XVII

Professional Behavior

A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board of its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.

B. 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. The Association shall deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession. Any employment, outside the teaching profession, participated in by the teacher shall be of such a nature as to not interfere in any way with the teacher's effectiveness as a teacher and shall not bring the school district or the teaching profession into public disrepute.

C. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school

building. Alleged breaches of discipline or the Code of Ethics of the Education Profession shall be promptly reported to the offending teacher and to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher.

D. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of rules 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.

E. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance asserted by the Board or representative thereof shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Association.

ARTICLE XVIII

Maintenance of Standards

A. All conditions of employment, as defined by Act 379, PA 1965, as agreed to herein, shall not be changed except by mutual agreement of the parties hereto.

B. The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior negotiation with the Association.

ARTICLE XIX

Reductions in Personnel And
Annexations and Consolidations of Districts

A. To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined.

B. In the event this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated district.

C. Should substantial and unforeseen changes in student population or other conditions make necessary a general reduction in the number of teachers employed by the Board, the Board will retain, as nearly as possible, those teachers with permanent teaching certificates having the longest service in the district. The Association and the Board will further use their best efforts to assist all teachers terminated for lack of work to secure employment in adjacent school districts upon terms and conditions as nearly comparable as possible. Nothing herein shall relieve the Board from fulfilling the terms of any contract with a teacher.

ARTICLE XX

Continuity of Operations

A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruptions during the period of this

Agreement, directly or indirectly, engage in or assist in any strike, as defined by Section 1 of the Public Employment Relations Act.

B. The Board agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

C. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by act of God and nothing shall require teachers to report for work in such circumstances.

ARTICLE XXI

School Calendar

A. For the term of this Agreement the school calendar shall be as set forth in Schedule A. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association.

B. New teachers shall report for a one day orientation session to be held prior to the beginning of classes at the beginning of the school year.

C. No teacher will be required to remain after school closes in June.

ARTICLE XXII

Professional Compensation

A. The basic salaries of teachers covered by this Agreement are set forth in Schedule B which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.

B. All teachers whether or not newly employed, shall be given a maximum of eight (8) years credit on the Salary Schedule set forth in Schedule B for outside teaching experience in any school district and other teaching experience for which credit is allowed.

C. A maximum of five (5) years of active service in the armed forces shall be considered equivalent to five (5) years of teaching in the Breitung Township Schools for salary purposes. In no instance shall the combined credit for teaching outside the Breitung Township Schools and service in the armed forces exceed eight (8) years.

D. Academic credit received by the teacher for the purpose of changing classification on the salary schedule must be toward a higher degree or credit in the field in which he is teaching or related areas. Evidence of credits shall be given the principal of the school. The principal and Superintendent shall evaluate the credits and recommend to the Board those changes in schedule which they approve. If credits are disapproved, they shall be given to a committee composed of two (2) teachers, one (1) administrator, and two (2) board members shall judge credits and recommend to the Superintendent changes of classification for salary purposes. The Superintendent will then recommend to the Board of Education these changes. Credits for change of classification submitted by a grade school teacher shall be judged by a committee of two (2) grade school teachers, one grade school principal or supervisor, and two (2) board members. Credits for a change of classification submitted by a senior high teacher shall be judged by two (2) senior high teachers, one high school principal or supervisor and two (2) board members. Credits for a change of classification submitted by a junior high school teacher shall be judged by two junior high teachers, one junior high principal or supervisor and two (2) board members. Teachers serving on this committee will be selected by the teachers of each group during the last

month of school each school year and continue to serve until a successor is selected.

E. In the event a teacher completes academic work during the first semester that will enable him to move to a higher bracket on the salary schedule, his credits will be evaluated and he will be compensated at the new rate for the ensuing semester if his credits are accepted by the evaluation committee.

F. Any teacher who wants to have his credits evaluated for the purpose of advancement on the salary schedule must notify the superintendent in writing at least fifteen (15) days before the beginning of each semester.

G. Teachers will be paid in a manner to conform to one of two options:

Option I: One twenty-fourth of the annual salary, less deductions on the fifteenth and last day of each month to and including the pay period following the end of the school year. Included with this last payment will be the total of withheld salary.

Option II: One nineteenth of the annual salary, less deductions on the fifteenth and last day of each month, the final payment to be on the pay period following the end of the school year.

Teachers may elect either plan but may not change from one to the other during the school year.

H. The Salary Schedule is based upon the regular school calendar as set forth in Schedule A and the normal teaching load as defined in this Agreement.

I. Teachers involved in extra duty assignments set forth in Schedules B, 1 and 2 which are attached to and incorporated in this Agreement shall be compensated in accordance with the provisions thereof. All teachers shall be compensated in accordance with the provisions of this article and the annexed Schedules without deviation.

J. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance of ten (10) cents per mile. The same allowance shall be given for use of personal cars for field trips or other business of the district. The Board shall provide property damage and liability insurance protection for teachers when their personal automobiles are used as provided in this section.

K. All teachers who were compensated at the BA+15 and MA+15 hour rate on the 1969-70 salary schedule shall be compensated at the BA+16 and MA+16 hour rate for the 1970-71 school year and years following. All others must earn the proper amount of credit to obtain compensation at this rate.

L. Any teacher teaching an extra period shall be compensated at the rate of 1/5th BA base pay.

M. In the event of a teacher being called to active military duty other than training during the school year, the District will pay the difference between military pay and professional salary for a maximum of 20 school days.

ARTICLE XXIII

Special Teaching Assignments

A. Assignments for the Driver Education and Summer School programs will be made by the Board on the basis of preference to teachers possessing permanent teaching certificates regularly employed in the district during the normal school year. No teacher shall be required to work a split shift or to teach less than three (3) hours in any Summer School program.

B. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:00 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

C. Supervision by a teacher of a student teacher shall be voluntary and no teacher shall supervise more than one such student teacher simultaneously. A teacher supervising a student teacher shall be paid an amount equal to the amount paid to the Board by the University or College from which the student teacher will receive credit. No teacher shall supervise more than two (2) student teachers per year.

D. No extra curricular activities during the school year shall begin prior to the 3:30 dismissal.

E. Payment for summer band and summer guidance shall be based on the teacher's regular contract salary.

ARTICLE XXIV

Terminal Leave

In recognition of service to the school district, each teacher will be paid upon retirement \$25.00 per year for each year's service after ten (10) years of service. No teacher shall receive more than \$500.00.

ARTICLE XXV

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, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board 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 responsibility 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 Board 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 necessary to protect himself from attack or to prevent injury to another student.

C. A teacher may exclude a pupil from class for one session 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 his teaching obligations will allow, full particulars of the incident.

D. Suspension of students from school for a longer period of time may be imposed only by a principal or his designated representative. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his parents when warranted. All measures short of suspension will first be exhausted.

E. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with

respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

F. If the Board is convinced after investigation that the teacher was legally justified in his actions, the Board 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 Board will reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher resulting from disciplining a student while on duty in the school or on the school premises.

I. No action except investigatory 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 personal 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.

ARTICLE XXVI

Professional Grievance Procedure

A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, order or regulation of the Board may be processed as a grievance as hereinafter provided.

B. The grievant may invoke the formal grievance procedure on the form set forth in annexed Schedule C, signed by the grievant and a representative of the Association, which form shall be available for the Association representative in each building. A copy of the grievance form shall be delivered to the principal or supervisor. If the grievance involves more

than one school building, it may be filed with the Superintendent or a representative designated by him. The grievance form shall specify the section of this agreement allegedly violated. The grievance shall be filed within five (5) school days after the grievant becomes aware of an alleged grievance. If not filed within five (5) school days, the grievance shall be deemed to be waived; provided however, that if informal grievance proceedings are taking place, the time limit for filing a written grievance shall be extended to eight (8) school days.

C. Within three (3) school days of receipt of the grievance, the principal or supervisor shall meet with the Association in an effort to resolve the grievance. The principal or supervisor shall indicate his disposition of the grievance in writing within three (3) days of such meeting, and shall furnish a copy thereof to the Association.

D. If the Association is not satisfied with the disposition of the grievance, 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 Superintendent. Within five (5) school days 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.

E. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, 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 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 thereafter. A copy of such disposition shall be furnished to the Association.

F. Should a grievance not be satisfactorily disposed of in the final step of the grievance procedure, appeal may be taken to an impartial arbitrator provided the grievance involves a question concerning interpretation or application of a term of this agreement including a review of any disciplinary action taken. Such appeal to be effective must be taken within fifteen (15) calendar days of receipt of the answer at final step of the grievance procedure, shall be in writing and shall specify the grievance and the disposition from which appeal is taken.

The arbitrator shall be agreed upon by the parties, or if no agreement as to such arbitrator is reached within five (5) days of notice of appeal to arbitration the parties agree to utilize the services of the American Arbitration Association, as arbitrator.

The arbitrator in making his decision shall not change, alter or modify nor shall he add to or subtract from any term or provision of this agreement. Should he find that an employee be paid such lost wages, the parties agree that an arbitrator's award if made in accordance herewith shall be final and binding upon them and shall be enforceable in a court of competent jurisdiction upon failure to put such award into effect.

G. The fees and expenses of the arbitrator shall be shared equally by the parties.

H. If any teacher for 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 in money shall be paid to him.

I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th, of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

J. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.

K. Miscellaneous.

- (1) A grievance may be withdrawn at any level without prejudice or record. However, if in the judgment of the Association representative or the PR & R Committee, the grievance affects a group of teachers, the PR & R committee may process the grievance at the appropriate level.
- (2) 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.

- (3) All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants.
- (4) Access shall be made available to all parties, places and records for all information necessary to the determination and processing of the grievance.

ARTICLE XXVII

Insurance Protection

A. The Board shall provide without cost to the teacher the following insurance protection plans offered by the Michigan Education Special Services Association:

- (1) Full Super Medical family health care coverage, including basic hospital and major medical protection.
- (2) Employees not wishing health care protection may apply the equivalent of an individual employees' Super Medical premium toward the Variable Option package available through M.E.S.S.A.

B. The Board shall make payment of insurance premiums for each teacher to assure insurance coverage for the full twelve-month period commencing October 1st and ending September 30th; when necessary, premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage. If the plan or combination of plans selected by the teacher exceeds a monthly premium of \$36.96, the teacher shall pay the difference in cost.

ARTICLE XXVIII

Professional Study Committee

The Breitung Township Association shall be available to study and review any problem of mutual concern which may arise.

ARTICLE XXIX

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 mutual 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, upon 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 negotiating 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 and the Board of Education, 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.

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.

ARTICLE XXX

Miscellaneous Provisions

A. No polygraph or lie detector device shall be used in any investigation of any teacher or pupil.

B. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

C. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.

D. This Agreement shall supercede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

E. 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.

F. Copies of this Agreement shall be duplicated at the expense of the Board and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.

ARTICLE XXXI

Duration of Agreement

This Agreement shall be effective as of July 1, 1970 and shall continue in effect until the 30th day of June 1971. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. All activities shall be paid retroactive to July 1, 1970 on rates of this agreement.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

By _____
Its President

By _____
Its President

By _____
Its Secretary

By _____
Its Secretary

By _____
Chairman, Negotiating Committee

By _____
Negotiating Committeeman

By _____
Negotiating Committeeman

By _____
Negotiating Committeeman

By _____
Negotiating Committeeman

Dated this _____ day of

_____, 19____

- SCHEDULE A -

SCHOOL CALENDAR 1970-1971

August	31	First day of school
September	7	Labor Day
November	25	Thanksgiving Vacation
November	30	School resumes
December	21	Christmas Vacation
January	4	School resumes
April	8	Easter Vacation
April	13	School resumes
May	31	Memorial Day
June	4	Last full day of school

MEMBERSHIP DAYS

August	1
September	21
October	22
November	18
December	14
January	20
February	20
March	23
April	19
May	20
June	<u>4</u>

TOTAL MEMBERSHIP DAYS. . . . 180
TOTAL CONTRACT DAYS. . . . 182

The two days above 180 membership days shall be used in a manner determined by the staff and administration of each school.

SCHEDULE B

SALARY SCHEDULE - 1970-71

INDEX	1.05	1.051	1.0515	1.053	1.0535	1.054	1.0545	1.055
EXP.	BA	BA+16	BA+24	MA	MA+8	MA+16	MA+24	MA+32
0	7,370	7,670	7,820	8,120	8,290	8,460	8,630	8,800
1	7,739	8,061	8,223	8,550	8,734	8,917	9,100	9,284
2	8,126	8,472	8,646	9,003	9,201	9,399	9,596	9,795
3	8,532	8,904	9,091	9,480	9,693	9,907	10,119	10,334
4	8,959	9,358	9,559	9,982	10,212	10,442	10,670	10,902
5	9,407	9,835	10,051	10,511	10,758	11,006	11,252	11,502
6	9,877	10,337	10,569	11,068	11,334	11,600	11,865	12,135
7	10,371	10,864	11,113	11,655	11,940	12,226	12,512	12,802
8	10,890	11,418	11,685	12,273	12,579	12,886	13,194	13,506

- SCHEDULE B-2 -

The compensation paid for the following activities shall be computed at the indicated percent of the current salary schedule base.

<u>ACTIVITY</u>	<u>% of \$7,370</u>
Varsity Football	
Pre-season-when school is not in session	\$ 2.103/week
Head Coach	12.07
Assistant Coach	9.05
Junior Varsity Football	
Pre-season-when school is not in session	2.103/week
Coach	7.24
Varsity Basketball	
Head Coach	12.07
Assistant Coach	8.45
One week-Christmas Holiday Practice	2.103/week
Junior High Basketball	
Grade 9	6.03
Grades 7 & 8	4.83
Tennis	2.59
Ski Team (Season Pass)	2.59
Golf	2.59
Track Coach	9.05
Assistant Track Coach	4.83
Wrestling	12.07
Assistant Wrestling	8.45
Girls' Gymnastics	8.45

Teachers working athletic events shall receive three (\$3.00) dollars per hour or the same as custodians, whatever is greater.

Athletic Director (free hour)	12.07
Activity Director	5.34
Activities Fund	9.66
Dean of Girls, High School-2 free hours	6.90
Dean of Girls, Jr. High -1 free hour	6.90

SCHEDULE B-2 (continued)

<u>ACTIVITY</u>	<u>% of \$7,370</u>
Awards Programs, Senior High	\$.86
Future Business Leaders	2.59
Future Homemakers, Junior High	2.59
Future Homemakers, Senior High	2.59
Future Nurses	2.59
Future Teachers	2.59
Cheerleaders and Pep Club	2.59
Photo Club	2.59
Tri-Hi-Y	2.59
Junior Class Advisor	3.62
Senior Class Advisor	3.62
Student Council, Junior High	3.62
Student Council, Senior High	3.62
Debate	3.26
Forensics (if 12 or more students)	2.41
Per Play	4.31
Annual	5.31
Flivver Flash	5.31
Junior High Newspaper	2.59
Special Music Programs-Junior High	3.45
Special Music Programs-Senior High	9.48
Summer Strings (seven weeks)	12.07
Strings after school practice	6.03
GAA	3.02
School Camp \$50/ week extra	
Hi-Y	2.59
Driver Training \$5.00/ hour	
Five High	2.25

Upon completion of the extra curricular activity, the teacher shall be paid in full.

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