

June 30, 1975

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BREITUNG TOWNSHIP SCHOOLS BOARD OF EDUCATION

BREITUNG TOWNSHIP EDUCATION ASSOCIATION
and
UPPER PENINSULA EDUCATION ASSOCIATION
and
MICHIGAN EDUCATION ASSOCIATION

MASTER AGREEMENT

1974-1975

Jed Pognin
BTEA President
Kingsford High School
Kingsford, Mich. 49801

Breitung Township Schools.

MASTER AGREEMENT
BOARD OF EDUCATION - BREITUNG TOWNSHIP SCHOOLS
and
UPPER PENINSULA EDUCATION ASSOCIATION
and
MICHIGAN EDUCATION ASSOCIATION

The Board and Association recognize their mutual obligations pursuant to Act 379 of the Public Acts of 1965 to bargain collectively with respect to hours, wages and conditions of employment. This Agreement entered into this _____ day of _____, 19____, by and between the School District of Breitung, the City of Kingsford, Michigan, hereinafter called the "BOARD" and the Upper Peninsula Education Association and the Michigan Education Association, hereinafter called the "ASSOCIATION".

ARTICLE I

Recognition

The Board recognizes the Association as the exclusive bargaining representative for the entire Breitung Township teaching staff including the positions of:

Classroom teachers - kindergarten through 12th grade without
supervisory or administrative duties
Teachers of music, art and physical education
Certified librarians
Counselors
Special education teachers
Athletic directors

But excluding:

Uncertified social workers, teacher aides, on call employees,
supervisors and all other employees

ARTICLE II

Association and Teacher Rights

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee as defined in Article I 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.

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.

B. The Association and its representatives shall have the right to use the school for meetings when not conflicting with pre-scheduled activities, except during the teacher's 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.

C. The Association shall have the right to use for local Association business school 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.

D. The duly authorized president, or vice president if the president is not available, shall be granted time to transact official Association business with officials of the U.P.E.A. and 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 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.

F. The Board agrees to make available to the Association in response to reasonable requests 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, and census and membership data. Only copies of official records and accounts shall be permitted to leave the office of the Board.

G. The Board shall allow input from employees as defined in Article I on any new or modified fiscal, budgetary or tax programs, construction programs,

or major revisions of educational policy, which are proposed or under consideration. The Board shall provide the Association president a copy of the agenda of Board meetings which will be mailed at the same time of the mailing to the Board members.

H. 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.

I. 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 provisions of tenure law and to promote and/or 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 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 judgement 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.

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

MEA REGION

MEA DISTRICT

SCHOOL DISTRICT-PHONE

I AM AN NEA LIFE MEMBER

YES _____ NO _____

I AM AN MEA 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 ten (10) 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.

H. If a teacher is hired to replace a teacher during the year, that teacher will receive a special one year contract which will terminate at the end of that year. The teacher will be placed on salary schedule after teaching thirty (30) days at which time they will pay dues to the Association.

If a teacher is hired at the beginning of the year as a one year replacement, he/she will receive a special contract for that year only and will be placed on the salary schedule at the beginning of the year.

Teachers defined above shall not have rights to recall.

ARTICLE V

Teaching Hours and Class Load

A. The teacher's normal teaching hours in the Breitung Township Schools shall be as follows in relation to the present schedule. In the event that beginning and ending times need be changed for reasons of safety, teachers total work hours shall be neither increased or decreased.

	<u>H.S.</u>	<u>J.H.S.</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, five (5) unassigned preparation periods and five (5) hours of professional time. 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-two and one-half (32 1/2) teaching hours. Teaching hours will include professional and preparation time during physical education, music, library, art, from 8:00 a.m. to student arrival and the period of time from student dismissal until 3:30. All elementary teachers will be entitled to a one-hour duty-free lunch period and two daily recess periods. If recess duty is necessary, teachers will be assigned on a rotating basis.

C. 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 at the same grade level.

D. 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.

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

F. The number of students in each kindergarten class will be determined by using the following formula: When the number of students reaches one hundred and forty eight (148), Seven (7) Sections will be maintained. When the number of students reaches one hundred and seventy (170), eight (8) Sections will be maintained.

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 their 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 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 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.
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 if approved by administration or the Board.

F. The Board shall make available in each school lavatory facilities exclusively for employee use and at least one room, which shall be reserved for use as a faculty lounge in which smoking shall be permitted.

G. Existing telephone facilities shall be made available to teachers for their necessary personal use. All unapproved long distance calls shall be paid by the caller. The Association may have a telephone installed in each lounge at Association expense.

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.

I. Pursuant to the requirements of Act 54, Public Acts 1972, the Board will pay for one (1) pair of prescription safety glasses and for the repair and replacement of same for all teachers who are required by said Act to wear eye protective devices. The teacher shall pay the cost of eye examinations.

J. Teachers shall be informed of a telephone number they shall call before 7:00 a.m. to report unavailability for work. The teacher shall not arrange for a substitute.

ARTICLE VIII

Qualifications and Assignments

A. All teachers employed by the Board for a regular teaching assignment shall have at least a Bachelor's degree and proper Michigan certification.

B. Paraprofessionals shall not replace a teacher unless properly certified as a teacher by the State of Michigan. Michigan State Board of Education rules and regulations concerning paraprofessionals shall be followed including (1) a certified teacher must be present during instructional activities each and every school day; (2) a certified teacher may sometimes be temporarily absent during the day but not always or usually absent; (3) a certified teacher always must be responsible for the assigned instruction of the classroom.

C. 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.

D. All teachers shall be given written notice of their schedules for the forthcoming year no later than August 1. In the event that changes in such

schedules are proposed, all teachers affected shall be notified promptly. Teachers shall have the right to object to his/her assignment and shall have the right upon request to consultation. Changes in teachers' schedules will not be made later than the first day of August preceding the commencement of the school year, unless an emergency requires same.

E. 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. In the event no regularly employed teacher of the district applies for a position enumerated above, the Board will have the right to fill said vacancy with a person outside the Association.

F. Part time secondary 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 period.

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

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

Part time junior high and senior high teachers shall be employed to teach classes only. No study halls shall be assigned to these employees.

ARTICLE IX

Vacancies and Transfers

A. Whenever any vacancy in any teaching, extra curricular, and administrative position in the District shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. No vacancy shall be filled, except, in case of emergency on a temporary basis, until such vacancy shall have been posted for at least seven (7) school days. A copy of all posted vacancies shall be sent to the President of the local 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 local Association. An applicant with less service shall not be awarded such position unless his qualifications therefore shall be superior to applicants with greater service.

ARTICLE X

Promotions

The Board declares its support of policy of promotion from within its own staff. Should qualified Breitung Township School employees apply for promotions and be denied promotions, the Superintendent will state by letter, if requested by the applicant, the reason for this denial of the advancement.

The final authority for promotions rests with the Board.

ARTICLE XI

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 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. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom are considered to be temporary disabilities.

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 the allowance and the base 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.

G. In the event of the illness of the teacher's spouse, children or parents, the illness must necessitate the teacher's presence.

ARTICLE XII

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 not be used for personal recreational activities. 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. Personal business days shall not be used to extend a regularly scheduled vacation except in cases of emergency. A teacher may accrue up to five (5) days personal business days or may elect to be paid. A teacher shall be paid one-half salary at the end of the school year for any unused personal business days.

ARTICLE XIII

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 XIV

Notification of Returning From Leave

A teacher on authorized leave shall notify the board on or before April 1 of his intention to either return or not return to the school district for the ensuing year except in those instances as specified in specific Articles of the Master Contract.

ARTICLE XV

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. Leaves shall not exceed a period of two (2) years or one (1) tour of duty unless the teacher is retained in service because of a national emergency or is involuntarily extended. A teacher can only return to his job the beginning of a semester. 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. Leaves shall not exceed a period of two years or one term of office. Leaves shall begin at the beginning of the semester and the teacher shall return to the position at the beginning of a semester. The teacher shall notify the superintendent at least thirty (30) days prior to the beginning of the semester that he wished to return to his position.

E. No teacher shall take leaves in excess of those allowed by the contract except in a case of emergency and then only with the consent of the superintendent and/or the board.

F. 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.

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

1. Study related to the teacher's field.
2. Study to meet eligibility requirements for a license other than that held by the teacher.
3. For the care and custody of the teacher's child or children, natural or adopted.

ARTICLE XVI

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 XVII

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 Upper Peninsula 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, 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 two (2) consecutive three (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 two (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 three (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 three (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 (1) year.

- b. The chairman shall serve no more than two (2) 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 XVIII

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 reasonable length of time and the time will be recorded on the evaluation sheet. 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 XIX

Professional Behavior

A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board of Education or its representatives which are not inconsistent with the provisions of this Agreement, providing 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 XX

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 XXI

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 certified for the position by the State of Michigan 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.

D. Qualified teachers shall be recalled in the opposite order of the layoff. Those teachers qualified for the position available having the most service in the Breitung Township School District will be the first to be recalled.

E. The Board shall give written notice to recall from layoff by sending a registered or certified letter to said teacher at his last known address. It shall be the responsibility of the teacher to notify the board of any change of address. The teacher's address as it appears in the Board's records shall be conclusive when used in connection with layoffs, recalls, or any other notice to the teacher. If the teacher fails to acknowledge his availability for reemployment within five (5) calendar days after date of receipt of the letter of recall or fifteen (15) days after mailing of recall notice, unless an extension is granted in writing by the Board, said teacher shall be considered a voluntary quit and shall completely terminate his individual employment contract and any other relationship with the Board.

ARTICLE XXII

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 and they shall not directly or indirectly, engage in or assist in any strike in the Breitung Township District 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 XXIII

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 completion of the school calendar.

ARTICLE XXIV

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 who 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 (2) 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. All coaching assignments below the level of head coach will be reviewed annually by a committee made up of the principal, athletic director, and the head coach of the involved sport. Transfers may be recommended within the coaching ranks of involved sports to best utilize the talent of the coaching staff. Remaining vacancies will be filled by proper posting procedures with the application being subject to the recommendation of said committee. The preferences of the athletic director and head coach are advisory in nature only and the final decision for coaching staff changes rests with the board. This procedure shall be null and void whenever the athletic director is not a member of the bargaining unit.

K. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance of fifteen (15) 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.

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

M. Certified vocational and learning disability teachers shall be reimbursed \$40.00 per annual class hour when teaching state approved vocational and learning disability courses.

N. 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 twenty (20) school days.

O. The Board agrees to make deductions and remit funds for tax deferred annuities three (3) times per year on December 31, March 31, and June 15. There will be open enrollment until November.....a teacher may drop at any time.

ARTICLE XXV

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 teacher's 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. The Board or its representatives will discuss payment for summer teaching assignments with the U.P.E.A. prior to the initiation of such programs.

B. The Board shall provide substitute teachers if available, when the regular teacher is absent. 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 per year except in areas of shortages and agreed to by the Board of Education or its representatives and the U.P.E.A. bargaining unit. 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. Payment for summer band and summer guidance shall be based on the teacher's regular contract salary.

ARTICLE XXVI

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 XXVII

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 psycho-therapy. 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 alleged assault by a teacher upon a student 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 alleged 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 XXVIII

Professional Grievance Procedure

A. A claim by a teacher or the Association that there has been a violation, or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided. The Association is prohibited from processing a grievance in behalf of an employee or group of employees without his/their consent. Any rule, order or regulation of the Board may be processed as a grievance as it affects the members of the bargaining unit as hereinafter provided.

B. Level I - Any teacher who believes he has a grievance shall present such grievance on an informal basis to the building principal. If the grievance is not resolved within five (5) school days after the grievant becomes aware of an alleged grievance, the grievance shall be reduced to writing and submitted to the principal within two (2) days.

C. Level II - 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 from the Association representative in each building. A copy of the grievance form shall be delivered to the principal. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by him.

Within three (3) school days of receipt of the grievance, the principal shall meet with the grievant and the Association in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within three (3) days of such meeting, and shall furnish a copy thereof to the grievant. The administration shall have the option of using supportive personnel in any stage of the grievance procedure.

D. Level III - If the grievant 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 at Level II, 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 grievant on the grievance and shall indicate his disposition of the grievance in writing within five (5) school days of such meeting, and shall furnish a copy thereof to the grievant.

E. Level IV - If the grievant is not satisfied with the disposition of the grievance by the superintendent or his designee, or if no disposition has

been made within five (5) school days of such meeting (or ten (10) school days from the date of filing at Level III, 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. Level V - If the grievant is not satisfied with the disposition of the grievance by the Board of Education, appeal may be taken to an impartial arbitrator provided the grievance involves a question concerning interpretation or application of a term of this Agreement. Such appeal to be effective must be taken within fifteen (15) calendar days of receipt of the answer from Level IV 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 Board and the Association, or if no agreement 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 arbitrators.

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 and shall be limited deciding whether the Board has violated the expressed Articles or sections of this contract. The arbitrator may reinstate and/or make the grievant whole. The parties agree that an arbitrator's decision if made in accordance herewith shall be final and binding upon them.

In addition to the other restrictions in this Article, the arbitrator shall have no power to rule on the following:

1. The termination of services of or failure to re-employ any probationary teacher for other than contractual or procedural violations of this Agreement.
2. The placement of a non-tenured teacher on third year probation.
3. The termination of services or failure to re-employ any teacher to a position on the extra curricular schedule.
4. Any claim or complaint subject to the procedures specified in the Tenure Act (Act IV, Public Acts, extra session, of 1937 of Michigan, as amended).

G. The fees and expenses of the arbitrator shall be paid by the party losing the arbitrator's decision.

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

I. Miscellaneous:

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

ARTICLE XXIX

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 30; 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 \$55.00, the teacher shall pay the difference in cost.

ARTICLE XXX

Professional Study Committee

The Upper Peninsula Education Association shall be available to study and review any problem of mutual concern which may arise. Curriculum Study Committees shall be organized in each school. A joint committee made up of representatives of each school shall meet with the Board Curriculum Committee or representatives on a regular basis.

ARTICLE XXXI

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 XXXII

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 XXXIII

Duration of Agreement

This Agreement shall be effective as of July 1, 1974 and shall continue in effect until the 30th day of June, 1975. 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, 1974.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

By _____
Its President, B.T.E.A.

By _____
Its President

By _____
Local Negotiator

By _____
Its Secretary

By _____
Chairman, U.P.E.A.

Dated this _____ day
of _____, 19 _____

SCHEDULE "A"

1974-1975 SCHOOL CALENDAR

Monday	September 2	Labor Day
Tuesday	September 3	First Day of School
Friday	November 15	Deer Season - No School
Thursday	November 28	Thanksgiving Day
Friday	November 29	Day Not in Session
Monday Wednesday	December 23) January 1)	Inclusive, Christmas Vacation
Thursday	January 2	School Resumes
Thursday Friday	January 23 January 24	End of Semester Marking Day - No School
Thursday Tuesday	March 27) April 1)	Inclusive, Spring Vacation
Wednesday	April 2	School Resumes
Monday	May 26	Memorial Day - No School
Thursday Friday	June 5 June 6	Last Full Day of School Marking Day - No School

* * * * *

<u>Membership</u>		<u>Teacher Workdays</u>
September	20	20
October	23	23
November	18	18
December	15	15
January	21	22
February	20	20
March	18	18
April	21	21
May	21	21
June	4	5
	<u>181</u>	<u>183</u>

SCHEDULE "B"

SALARY SCHEDULE 1974-1975

INDEX	1.0492	1.0512	1.053	1.0591	1.0605	1.0620	1.0635	1.0650
YEARS EXP.	BA	BA+16	BA+24	MA	MA+8	MA+16	MA+24	MA+32
0	8,448	8,770	8,932	9,276	9,458	9,642	9,825	10,008
1	8,863	9,219	9,397	9,824	10,030	10,240	10,449	10,659
2	9,298	9,690	9,887	10,405	10,637	10,875	11,113	11,352
3	9,756	10,187	10,403	11,020	11,281	11,549	11,819	12,090
4	10,236	10,707	10,945	11,671	11,964	12,265	12,570	12,876
5	10,740	11,255	11,516	12,361	12,688	13,025	13,368	13,713
6	11,268	11,831	12,137	13,092	13,456	13,833	14,217	14,604
7	11,822	12,436	12,791	13,866	14,270	14,691	15,120	15,553
8	12,403	13,071	13,499	14,685	15,134	15,602	16,080	16,564
25	12,618	13,286	13,714	14,900	15,349	15,817	16,295	16,779

The Board will pay the 5% retirement for each teacher to the Michigan Teacher Retirement Fund.

- SCHEDULE B-2 -

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

<u>ACTIVITY</u>	<u>%</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
Girls' Basketball	6.03
Junior High Basketball	
Grade 9	6.03
Grades 7 & 8	4.83
Tennis (Boys)	3.95
Tennis (Girls')	1.975
Ski Team (Season Pass)	3.95
Golf	3.95
Track Coach	9.75
Assistant Track Coach	6.03
Girl's Track Coach	4.23
Assistant Girls' Track Coach	3.62
Cross Country Coach	3.95
Wrestling	12.07
Assistant Wrestling	8.45
Girl's Gymnastics	9.75
Assistant Girls' Gymnastics	6.03

Schedule B-2 continued

	<u>%</u>
Athletic Director - 1 free hour (job specifications written by Mr. Peterson and approved by the board on June 20, 1972)	19.00
Activity Director	5.34
Activities Fund	9.66
Dean of Girls/ Junior High - 1 free hour	6.90
Awards Programs, Senior High	.87
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	6.61
Flivver Flash	5.31
Junior High Newspaper	2.59
Special Music Programs-Junior High	3.45
Special Music Programs-Senior High	9.48
GAA	3.02
School Camp \$50/week extra	
Hi-Y	2.59
Driver Training \$6.50/hour	

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

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

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