

IRONWOOD AREA SCHOOLS OF GOGEBIC COUNTY  
Ironwood, Michigan

*Ironwood*  
*9/3/68*  
*New Trier Co.*  
*Gogebic*

MASTER CONTRACT FOR TEACHING PERSONNEL  
1967-1968

The Board of Education of Ironwood, Michigan, hereinafter called "Board", and the Ironwood Education Association, an affiliate of the Michigan Education Association, hereinafter called "Association", in consideration of the mutually agreed upon covenants set forth herein, agree with each other as follows:

ARTICLE I  
Recognition  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure, probation and on per diem appointments, classroom teachers, substitute teachers, guidance counsellors, librarians, speech and hearing therapists, school nurses, employed or to be employed by the Board (whether or not assigned to a public school building), but excluding supervisory and executive personnel, office and clerical employees, and custodial personnel. 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 teachers' 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.
- C. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association upon such conditions as the Association shall establish. Such sum shall be deducted as dues from the regular salaries of all member teachers and remitted during the October and November pay periods.
- D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

*Ironwood Area Schools*

ARTICLE II

OFFICE OF PROFESSIONAL NEGOTIATIONS  
Michigan Education Association  
Teacher Rights

Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher employed by 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

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*ME A*  
*E. Land, Mich. 48823*

color of law of the State of Michigan, 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 Act 379 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. The Board and Association specifically recognize the right of both parties appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement, and the Board agrees to be bound by any lawful order or award thereof.
- C. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards and other established media of communication shall be made available to the Association and its members.
- D. The Board agrees to give access to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirements and allocations 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.

### ARTICLE III

#### Professional Compensation

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the period of this Agreement and is based upon a normal school year of 38 weeks.
- B. Members of the faculty shall not be assigned to assist or work at after school activities in which a charge for attendance is made. Faculty members shall have prior opportunity to fill paid positions for such activities at the regular established rates.
- C. The Board agrees to recognize the principle of rotation in the selection of faculty members for special professional summer or vacation period employment but reserves the right to deviate from this principle should this seem to be a wise course of action.
- D. An athletic ticket pass for all teachers in the system.
- E. Extra duty schedule, see Schedule B.

ARTICLE IV

Teaching Hours

- A. Teachers must be at their assigned place of duty 10 (ten) minutes prior to regularly scheduled school activities and will be allowed to leave ten minutes after their last scheduled activities.
- B. All teachers shall be entitled to a duty-free uninterrupted lunch period equivalent to the regular student lunch period.

ARTICLE V

Teaching Loads and Assignments

- A. The normal weekly teaching load in the senior high school will be 25 teaching periods and 5 unassigned preparation periods; or 20 teaching periods and 5 supervisory periods and 5 unassigned preparation periods. No departure from these norms, except in case of emergency, shall be authorized without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance negotiation procedure hereinafter set forth.
- B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study.

ARTICLE VI

Teaching Conditions

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

- A. Generally, the itinerant special teachers should handle the class assigned without the aid of the regular teacher.
- B. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible and that the following list includes desirable maximums.
  - (1) Kindergarten 22 pupils
  - (2) Elementary school grades 30 pupils
  - (3) Special classes for handicapped or mentally retarded 15 pupils

The desirable class size per teacher in the secondary schools shall be as follows:

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

- C. The Board shall furnish without charge smocks for art teachers, home economics, manual training and all laboratory science teachers, and shall provide without charge laundering service therefor.
- D. 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.
- E. Telephone facilities shall be made available to teachers for their reasonable use.
- F. Adequate parking facilities shall be made available to teachers for their exclusive use.

#### ARTICLE VII

##### 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 5 school days. Any teacher may apply for such vacancy.
- B. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system of the district, and other relevant factors.

ARTICLE VIII

Transfers

- A. In the event that transfers of teachers appear to be necessary, lists of available positions in the district shall be posted in the same manner as provided in Article VII. Teachers who are involved in transfers shall be notified at least 30 days prior to the beginning of the school year, except in emergency situations.
- B. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

ARTICLE IX

Sick Leave Pay

- A. Sick leave shall accumulate at the rate of ten days a year to a total of 100 days.
- B. Ten days shall be credited to each teacher immediately at the beginning of his service and the accumulation for any teacher shall be counted to include the ten days of the year upon the first day of his service for that year.
- C. Should a teacher leave the school system during the school year he will reimburse the school for any sick leave pay he might have received based on the sick leave allowance for that year. The pro-rated return shall be determined by consideration of the fraction of the total number of school days remaining at the time of his departure.

ARTICLE X

Leaves of Absence

- A. Any teacher whose personal illness extends beyond the period compensated under Article IX shall be granted a leave of absence without pay for such a time as is necessary for complete recovery from such illness. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position. *How about sick leave*
- B. Leaves of absence with pay, chargeable against the teacher's sick leave shall be granted for the following reasons:
- (1) A maximum of five days per school year for a critical illness or emergency in the immediate family.
  - (2) Attendance at a ceremony awarding a degree to a staff member for such a portion of the day as is necessary.
  - (3) One day, except where travel requires additional time, for the attendance at the school graduation of a son, daughter, husband or wife.
  - (4) One day annually for personal business.

- C. Leaves of absence with pay not chargeable to sick leave allowance shall be granted for the following reasons:
- (1) A maximum of five days per school year for a death in the immediate family.
  - (2) Court appearance as a witness in any case connected with the teacher's employment or the school, or whenever the teacher is subpoenaed to attend any legal proceeding.
  - (3) Time necessary to take the selective service physical examination.
- D. Leaves of absence without pay shall be granted upon application for the following purposes:
- (1) As allowed by law or at the Board's discretion. The regular salary increment shall be allowed in such instances.
- E. A teacher absent from work because of mumps, scarlet fever, measles or chicken pox shall suffer no diminution of compensation and shall not be charged with sick leave. *all compensated*
- F. A maternity leave shall be granted without pay, commencing not later than the end of the sixth month of pregnancy, except that when this date falls within one school month of the semester, the teacher may be permitted to complete the semester. The teacher shall be entitled to return from such leave at the beginning of the following school year.
- G. The Board agrees to compensate teachers called to jury duty by an amount equal to the difference between jury pay and the teacher's regular salary.

#### ARTICLE XI

##### Insurance Protection

The Board agrees to pay toward the hospitalization policy of each teacher a sum which would be equal to the base charge for a Blue Cross policy as the Blue Cross base rate would apply to the teacher concerned.

#### ARTICLE XII

##### Teacher Evaluation

- A. All monitoring or observation of the work performance 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.
- B. Each teacher shall have the right upon request to review the contents of his own personnel file. A representative of the Association may be requested to accompany the teacher in such review.
- C. A Teacher shall at all times be entitled to have present a representative of the Association when he is being penalized, warned or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no further action shall be taken with respect to the teacher until such representative of the Association is present.

- D. No teacher shall be disciplined, penalized, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, penalty or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance or violation of professional ethics asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure as herein set forth.

#### ARTICLE XIII

##### Protection of Teachers

- A. Since the teacher's authority and effectiveness in his classroom is 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 counsellors, 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. 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.
- C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student when in proper pursuit of his duties the Board will provide legal counsel and render all necessary assistance to the teacher in his defense.
- D. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- E. The Board will reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises and involved in proper disciplinary action.
- F. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.

#### ARTICLE X IV

##### Negotiation Procedures

- A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

- B. At least sixty days prior to the expiration of this Agreement, the parties will begin negotiations for a new agreement covering wages hours, terms, and conditions of employment of teachers employed by the Board.

## ARTICLE XV

### Grievance Procedure

- A. A copy of the agenda of any Board of Education meeting shall be available to the Association on request prior to the meeting when ready.
- B. The primary purpose of the procedure set forth in this section is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration.
- C. Structure
1. There shall be one or more Association Representatives for each school building to be selected in a manner determined by the Association.
  2. The Association shall establish a broadly representative Grievance (PR and R) Committee and an Appeal Committee. No member of the Grievance Committee shall be a member of the Appeal Committee. In the event any Representative or member of these committees is a party in interest to any grievance brought, he shall disqualify himself and shall be replaced by the Association.
  3. The building principal shall be the administrative representative when the particular grievance arises in one building.
  4. The Board hereby designates as its representative Richard R. Rohde (Supt., Asst. Supt., Director, etc.) when the particular grievance arises in more than one school building.

D. Procedure

In the event a grievance is filed on or after the first of June, it shall be resolved prior to the beginning of the next school year. In this case, the term "days" shall mean calendar days.

1. Level One

The teacher with a grievance shall discuss the matter with his principal, either individually or with his Association Representative, with the objective of resolving the matter informally. The principal shall make a decision known within three days.

2. Level Two

In the event the grievance is not satisfactorily resolved at Level One within three days, the grievant of the Association Representative shall file the grievance in writing with the Grievance Committee within five (5) days after the decision at Level One. The Committee shall within five (5) days make a judgment on the decision. If the Committee decides that the decision at Level One is in the best interests of the educational system it shall so notify the teacher and the Association Representative. If the Committee decides that the decision at Level One is not satisfactory, it shall refer such grievance in writing to the Superintendent of Schools.

The Chairman of the Grievance Committee shall designate three persons, who may include himself, as an Ad Hoc Committee to represent the Association. Within ten (10) days after receipt of the written grievance by the Superintendent, these two representative groups shall meet to consider the problem and to arrive at an equitable solution of the grievance within five (5) days.

### 3. Level Three

If the grievance is not settled at Level 2 it will be settled by binding arbitration using the following procedure: A three-member mediation panel shall be selected. One member will be chosen by the Board, one by the Association and the third member by the other two members. In the event that no agreement can be reached in the selection of the third member he will be chosen by the state mediation board. The final decision of the panel shall be binding on all parties and there shall be no further appeal.

### E. Rights to Representation

Any party in interest may be represented at all meetings and hearings at all steps and stages of the grievance procedure by another teacher or another person. Provided, however: That any teacher may in no event be represented by an officer, agent or other representative of any organization other than the Association. Provided further: When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of grievance processing, except where the grievance involves only questions of fact peculiar to the individual grievant.

### F. Miscellaneous

1. During the pendency of any proceedings and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties.
2. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
3. Forms for filing grievances, serving notices, taking appeals, making appeals making reports and recommendations, and other necessary documents shall be given appropriate distribution by the Superintendent so as to facilitate operation of the procedures set forth herein.
4. All expenses will be born by the person and persons submitting the grievance.

## ARTICLE XVI

### Miscellaneous Provisions

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

- B. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- C. 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.
- D. This Agreement shall not be effective until approved as to form by counsel for the Michigan Education Association, whose approval shall be noted thereon. Such approval shall in no way constitute the Michigan Education Association or its counsel a party to this Agreement, which shall be exclusively between the Board and Association named in the first paragraph of this Agreement.

ARTICLE XVII

Duration of Agreement

This Agreement shall be effective as of September 5, 1967 and shall continue in effect for one (1) year until the 3rd day of September, 1968. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

By Jack T. Jacobs  
Its President

By Alma Nelson  
Its Secretary

EDUCATION ASSOCIATION

By Ernest Mattson  
Its President

By Mrs. Bette Carlenius  
Its Secretary

SCHEDULE A

I. The following shall be the schedule of basic teacher salaries.

Years of Experience	3 years 2.5% Increment	Bachelor's Degree 2.5% Increment	Master's Degree 2.8% Increment	6 years Training 2.8% Increment
0	\$5000.00	\$5500.00	\$5800.00	\$6000.00
1	(125.00) 5125.00	(137.50) 5637.50	(162.40) 5962.40	(168.00) 6168.00
2	(128.12) 5253.12	(140.94) 5778.44	(166.95) 6129.35	(172.70) 6340.70
3	(131.32) 5384.44	(144.46) 5922.90	(171.62) 6300.97	(177.54) 6518.24
4	(134.61) 5519.05	(148.07) 6070.97	(176.43) 6477.40	(182.51) 6700.75
5	(137.97) 5657.02	(151.77) 6222.74	(181.37) 6658.77	(187.62) 6888.37
6	(141.42) 5798.44	(155.57) 6378.31	(186.45) 6845.22	(192.87) 7081.24
7	(144.96) 5943.40	(159.46) 6537.77	(191.67) 7036.89	(198.27) 7279.51
8	(148.58) 6091.98	(163.44) 6701.21	(197.03) 7233.92	(203.83) 7483.34
9	(152.29) 6244.27	(167.53) 6868.74	(202.55) 7436.47	(209.53) 7692.87
10		(171.72) 7040.46	(208.22) 7644.69	(215.40) 7908.27
11		(176.01) 7216.47	(214.05) 7858.74	(221.43) 8129.70

SCHEDULE B

I. Extra Duty Schedule for Teachers.

1. Regular certificated teacher of special education (physically handicapped, mentally handicapped, speech correction)	\$440.00
2. H.S. Band Director	500.00
3. Elementary Band Director	400.00
4. Head H.S. Coach in football and basketball	600.00
5. Head H.S. Coach and instructor of skiing	275.00
6. Head H.S. Coach in track	325.00
7. Freshman coach in football and basketball	550.00
8. High School tennis coach	225.00
9. Assistant coaches, Football	212.50
Basketball	300.00
Track	200.00
10. Pre-season football	
Head coach (limit 3 weeks)	88.00 per wk.
Asst. coaches (limit 3 weeks)	77.00 per wk.
11. Grade school coaches	425.00
12. H.S. annual editor and business	275.00
13. H.S. paper editor and business	165.00
14. H.S. play director (max. 2 plays)	110.00
15. H.S. Forensics	110.00
16. H.S. Debate	220.00
17. Magazine Drive	55.00
18. H.S. Cheerleaders Director	82.50
19. H.S. GAA Director	82.50
20. H.S. Student council sponsor	82.50