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MASTER CONTRACT
AGREEMENT

Between

IRONWOOD AREA SCHOOLS OF GOGEBIC COUNTY
IRONWOOD, MICHIGAN

and

TEACHING PERSONNEL

for

1974 - 1975

Affiliated with

THE MICHIGAN EDUCATION ASSOCIATION

Sept. 16, 1974

Richard R. Rohde, Supt.
Ironwood Area Schools
Ironwood, Mich. 49938

Ironwood Area Schools.

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IRONWOOD AREA SCHOOLS OF GOGEBIC COUNTY
Ironwood, Michigan

MASTER CONTRACT FOR TEACHING PERSONNEL
1974-1975

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

- 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, classroom teachers, substitute teachers, guidance counselors, 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, executive personnel, all non-teaching employees and all Community Schools Program employees.
- B. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.
- C. It is recognized 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, in the event a teacher shall not join the Association and execute an authorization for dues deduction, such teacher shall, as a condition of continued employment by the Board, execute an authorization for the deduction of a sum equivalent to the dues and assessments of the Association which sum shall be forwarded to the Association. These dues shall be equivalent to the total IEA, MEA & NEA dues paid by each member. In the event that such an authorization is not signed for a period of thirty days following the first regular day of work, 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 as of the end of the current school year. Such teacher or teachers shall be notified of the termination of their services immediately upon the expiration of the thirty (30) day period heretofore mentioned. However, if at the end of the school year the teacher or teachers receiving the termination notice shall then be engaged in pursuing any legal remedies contesting the discharge under this provision before the Michigan Tenure Commission or a court of competent jurisdiction, such teacher's services shall not be terminated until such time as such teacher or teachers have either obtained a final decision as to the validity or legality of said discharge, or said teacher or teachers have ceased to pursue the legal remedies available to them by not making a timely appeal of any decision rendered in said matter by the Michigan Tenure Commission or a court of competent jurisdiction.

In any case in which a teacher or teachers contest a discharge under the provisions of the Paragraph I, Section C, Article I, and it is necessary for the Board to defend its position and to engage legal counsel and to incur other expenses in so doing, the Association agrees to pay 100% of the expenses so incurred by the Board. The Association retains the right to name the legal counsel to serve on behalf of the Board. The Board may engage its own counsel and be represented if it desires.

- D. Within thirty days of the first regular day of work 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.
- E. The deduction of membership dues shall be made from each check for twenty (20) consecutive pay periods beginning with the first pay period in October. The Board agrees to promptly remit to the local Association all monies so deducted, accompanied by a list of teachers from whom the deductions have been made.
- F. The Board shall also make payroll deduction upon written authorization from teachers for annuities, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.
- G. 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 rights laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II

Teacher Rights

- A. 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 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 Employment Relations Commission, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement, and the Board and Association 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

Board's Rights Clause

- A. The Board on its own behalf and on the 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 law and constitution of the State of Michigan, and of the United States.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms thereof are in conformance with provisions of P.A. 379 of 1965, the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.
- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws or any other laws or regulations as they pertain to the Employer.

ARTICLE IV

Accountability Clause

- A. The teacher is accountable for the reasonable care of the assigned room, equipment, supplies and materials. He will be charged with prevention of destruction or misuse of the above items. If destruction or misuse does occur and it is beyond the teacher's control, it must be reported to the building principal immediately giving full details as to circumstances causing said damage.
- B. In addition the teacher will be held accountable for the educational advancement of the assigned pupils to the greatest extent possible and within the acceptable methods of pedagogy.

ARTICLE V

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 the school year adopted in Schedule A.
- 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. An athletic ticket pass will be issued to all teachers, not spouse included, who make some direct contribution to the athletic program at any level of the school system. Any teacher who will sign up and accept a night of duty in connection with a paid athletic event without pay will receive a season pass to all charge athletic events and if such person accepts a second night a pass will be issued for the spouse.
- D. Extra duty schedule, see Schedule B.
- E. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance of (15¢) fifteen cents per mile. The same allowance shall be given for use of personal cars for field trips or other business of this district. The teacher is to pay his own insurance except for excess. A minimum of \$50,000 to \$1000,000 public liability is required. The School Board will provide an over-ride of \$100/300,000 of insurance.

ARTICLE VI

Teaching Hours

- A. Teachers will be assigned on the job schedules consisting of not more than seven hours excluding a duty-free uninterrupted lunch period and including a minimum of fifty minutes for preparation. This in no case will be earlier than 7:45 a.m. or later than 4:00 p.m., although by mutual agreement earlier and/or later times may be set up.
- B. Teachers shall be allowed to leave the same time as the students do on Fridays and days before holidays.

ARTICLE VII

- A. The normal weekly teaching load in the senior high school will be 25 teaching periods & 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 preparation is vital to good classroom instruction, teachers must be ready to show tangible evidence of weekly lesson planning if requested to do so by the professional administrative staff.
- 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.
- D. Teachers hired to handle an extra duty assignment as indicated in Schedule B cannot resign from this duty separately from their regular teaching assignment unless one year's notice of intent to resign the extra duty assignment is given to administration or unless some other qualified person in the system will accept said assignment.
- E. Elementary teachers will be provided two fifteen minute relief periods each day. In addition, elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists.
- F. If a teacher shall teach more than the normal teaching load as set forth in this Article, he shall receive additional compensation at one and one-half ($1\frac{1}{2}$) times his hourly rate for each teaching period in excess of such norms. Example: $1\frac{1}{2} \times \frac{\text{annual salary}}{\text{number of hours taught per year}}$
This is not applicable to courses taught for the Community School Program.

ARTICLE VIII

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 teachers is primarily utilized to this end.

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

- B. 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.
- C. The Board shall retain in each school existing 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.
- D. Telephone facilities shall be made available to teachers for their reasonable use.
- E. Adequate parking facilities shall as far as possible be made available to teachers for their exclusive use.
- F. A teacher-administration council shall be set up and meet monthly to discuss problems occurring in the schools. It shall be composed of three (3) administrators and one (1) teacher from each grade school and two (2) teachers from the high school. Meeting to be after school hours.

ARTICLE IX

Vacations

Vacations or leaves with loss of pay for other than those provided herein will not be allowed.

ARTICLE X

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 7 calendar 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 XI

Professional Qualifications and Assignments

- A. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university, and a provisional or permanent certificate, except as modified in "B" below.
- B. The employment of teachers by individual contracts as based on special certificates is to be permitted only in cases of absolute necessity.

- C. No substitute teacher shall be employed by the Board for more than 90 days per school year, who possesses less than a provisional or permanent certificate except in case of absolute necessity.
- D. Teachers shall not be assigned outside the the scope of their teaching certificates and their major or minor field of study except temporarily and for good cause, and with teacher's consultation.
- E. In the event that changes in schedule are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teacher's schedules be made later than the 15th day of August preceding the commencement of the school year, unless an emergency situation requires same.
- F. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Schedule B, and summer school courses, shall be with the consent of the teacher.

ARTICLE XII

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 X. 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.
- C. The Board declares its support of a policy of filling vacancies including vacancies in supervisory positions, from within its own teaching staff. Whenever such a vacancy arises or is anticipated, the superintendent shall promptly post as indicated above in this article. Any new positions, including supervisory positions shall be posted with accompanying job description.. An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the instructional program. The superintendent shall notify the affected teacher and the Association of the reasons for such transfer.

Reduction of Staff

- D. In the event that a reduction of the professional teaching staff shall become necessary, the Board shall first retain those teachers possessing current teaching certificates with the longest period of continuous service in the school district who qualify to teach in those areas or disciplines to be preserved provided such teacher is not over 65 years of age.
 - a. In the event of lay-off, the Board will make every effort to insure that separated personnel may be placed in other teaching situations in the local district.

- b. In the event of lay-off, the Board will institute a recall procedure which when implemented, will insure teachers that they will be recalled in the reverse order of lay-off. Recall will be initiated immediately upon resolution of any crisis which may have precipitated the necessary reduction in personnel. Recall will be limited to a period not to exceed two full teaching years.

ARTICLE XIII

Sick Leave Pay

- A. Sick leave shall be granted in case of illness or physical disability due to accidental injury.
- B. Sick leave shall accumulate at the rate of ten days a year to a total of 100 days.
- C. Ten days shall be credited to each teacher upon the first day of the school year except when maximum is or will be reached during school year when it will be added at end of year if used during year. Teachers joining the staff after the opening of school shall be credited one day for each major fraction of a month taught the first year.
- D. 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.

Sick Leave Bank

- E. At the beginning of the school year each teacher shall contribute an amount not to exceed three days of the foregoing sick leave allowance to a common bank, which will carry a maximum number of days equal to the number of teachers multiplied by three, and which will be administered by a committee of three persons. The Association and the Board shall each name a representative to the committee and the remaining one will be mutually agreed upon by the Association and the Board.

The teachers who have exhausted their accumulated personal leave and the critical illness allowance or emergency in the immediate family may petition this committee for additional sick leave days from the bank provided there are sufficient days remaining in the bank. This petition must be supported by the statement of a physician. In no case will a teacher be paid personal sick leave for more than the number of working days specified in the current contract year.

The bank will be replenished with one day from each teacher when the number of days remaining in the bank equals the number of teachers in the system.

ARTICLE XIV

Leaves of Absence

- A. Any teacher whose personal illness extends beyond the period compensated under Article XIII shall be granted a leave of absence without pay for such a time as is necessary for complete recovery from the illness but not for more than two years. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.
- B. Leaves of absence with pay, chargeable against the teachers' 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. Additional travel time shall be within reason as determined by the teacher and Superintendent prior to departure.
 - (4) Two days annually for personal business, except that the number allowed absent on any one day cannot exceed 10% of the total teachers. Leave will be granted in order of request. The second day a charge for the substitute or the equivalent will be made against the employee's salary.
- 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 for each death in the immediate family. The immediate family is defined as mother, father, brother, sister, wife or husband, son or daughter, mother-in-law, father-in-law, grandparents or a member of the employee's immediate household.
 - (2) Court appearance as a witness in any case connected with the teachers 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.
 - (4) Three (3) personal days to be credited to the president of the Association to be used by the Association. Substitute teachers if necessary will be paid by the Association.
 - (5) Absence from work because of mumps, pink eye, impetigo, scarlet fever, measles or chicken pox.

D. Leaves of absence of a semester duration or more without pay 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. Maternity Leave

- (1) A leave of absence without pay shall be granted for up to one year for the purpose of maternity.
- (2) Any teacher requesting leave shall notify the school administration of the pregnancy no later than the fifth month of the condition.
- (3) The teacher may continue teaching as long as she can continue her regularly assigned responsibilities. The teacher's physician will furnish a statement to this effect, subject to the review and approval of a board appointed and paid physician.
- (4) A teacher on leave under the above conditions wishing to return to duty shall file a written request with the Superintendent at least sixty (60) calendar days prior to the date she wishes to return to teaching or prior to the end of the leave.
- (5) Leave for adoption of a child shall begin at the date of acceptance of the child. Leave of absence the same as item (1).
- (6) If a teacher does not comply with all of the above conditions, the right to such a leave and/or the right to return, may be denied by the Board.

F. 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.

G. Any teacher who is absent because of an injury or disease compensable under the Workmen's Compensation Law, shall receive from the Board the difference between the allowance under the Workmen's Compensation Law and his regular salary for the number of days he is absent from his teaching duties during the duration of Workmen's Compensation or sick leave accumulation. These days shall be subtracted from his sick leave on a prorated basis on that portion for which the school paid over and above Workmen's Compensation.

H. Terminal Leave Pay: Any teacher employed ten (10) or more years in the Ironwood Area Schools (formerly the Ironwood School District and the Ironwood and Erwin Township Schools) shall receive upon termination of his services from said system \$5.00 for each unused sick leave day, but not exceeding a total of \$500.00.

ARTICLE XV

Sabbatical Leave

- A. Upon request teachers who have been employed for six years shall be granted a sabbatical leave for one year. During said sabbatical leave, the teacher shall be considered to be on leave with no remuneration of any kind.
- 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.
- C. Not more than two percent(2%) of the teaching staff shall be placed on a sabbatical leave upon request.

ARTICLE XVI

Insurance Protection

- A. The Board agrees to pay full coverage Blue Cross-Blue Shield insurance for head of family and single persons. In case of couple employees a family plan or two single plans will be provided. In case a teacher wishes to have MEA insurance coverage an equivalent amount can be applied to it.
- B. The Board shall make payment of insurance premiums for each employee to provide insurance coverage for the full twelve-month period commencing September 1st. and ending August 30th; when necessary, premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

ARTICLE XVII

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 grievance procedure as herein set forth.

- E. Each teacher shall submit at the close of the school year to the superintendent a self-evaluation plan of professional growth upon a form supplied by the school system and developed jointly by a committee composed of the superintendent, each building principal and one teacher from each elementary school and three from the high school, whom the teachers at each building shall elect, before being eligible for any increase in salary or salary schedule increment.

ARTICLE XVIII

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 roll of warden or custodian for emotionally disturbed students nor to be charge with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.
- B. 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 improper 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 the 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 XIX

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 XX

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) The building principal shall be the administrative representative when the particular grievance arises in one building.
- (2) The Board hereby designates as its representative Superintendent Richard R. Rohde 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 his 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 or 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 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 of said meeting.

(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 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 kept confidential between the parties directly involved 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 XXI

Miscellaneous Provisions

- A. This Agreement shall supersede any rules, regulations or practices of

the Board which shall be contrary 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 or any subsequent agreement covering the same period as the individual contracts do. 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 no later than 30 days after the signing of the Agreement.
- 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. All provisions of this contract as well as any of a desirable nature by either party not included are herewith closed for the duration of this document.

Schedule A
Ironwood Area Schools
SALARY SCHEDULE

1974-1975

<u>Years of Experience</u>	<u>3 years Training (\$292)</u>	<u>Bachelor's Degree (\$347)</u>	<u>Master's Degree (\$404)</u>	<u>Master's plus 30 s.h. (\$404)</u>	<u>Specialist Degree (\$404)</u>
0	\$7,900	\$8,480	\$8,937	\$9,044	\$9,147
1	8,192	8,827	9,341	9,448	9,551
2	8,484	9,174	9,745	9,852	9,955
3	8,776	9,521	10,149	10,256	10,359
4	9,068	9,868	10,553	10,660	10,763
5	9,360	10,215	10,957	11,064	11,167
6	9,652	10,562	11,361	11,468	11,571
7	9,944	10,909	11,765	11,872	11,975
8	10,236	11,256	12,169	12,276	12,379
9		11,603	12,573	12,680	12,783
10		11,950	12,977	13,084	13,187
11		12,297	13,381	13,488	13,591
12		12,644	13,785	13,892	13,995

In addition, the Board will pay the required State retirement on the teacher's salary determined above.

SCHEDULE B

I. Extra Duty Schedule for Teachers	1974-75
1. High School Band Director	\$ 761.00
2. High School Vocal Music Director	630.00
3. Elementary Band Director	559.00
4. Elementary Vocal Director	116.00
5. Head High School Football Coach	1050.00
6. Head High School Basketball Coach	1155.00
7. Head High School Skiing Instructor	394.00
8. Head High School Track Coach	683.00
9. Wrestling Coach	683.00
10. Head Coach in High School Tennis, Golf, and Cross Country (for each sport)	341.00
11. Assistant Coaches in High School including Freshman Football and Basketball:	
Football	420.00
Basketball	525.00
Track	394.00
Wrestling	331.00
12. Grade School Athletic Director	263.00
13. Grade School Coaches for all sports (Football, Basketball, and Track)	630.00
14. Women Coaches (each sport) Basketball & Track	315.00
" " " " Volleyball, Skiing Gymnastics, Golf, Tennis	184.00
15. Pre-school Football for: Head Coach	147.00/ wk
Assistants	131.00/ wk
16. High School Annual Editor and Business	394.00
17. High School Paper Editor and Business	242.00
18. High School Play Director (each with maximum of 2 major plays)	210.00
19. High School Forensics	168.00
20. High School Debate	446.00
21. Magazine Drive	84.00
22. High School Cheerleaders Director	131.00
22. High School GAA Director	200.00
24. High School Student Council Sponsor	131.00
25. Junior and Senior Class Sponsors (each)	131.00
<u>Salaries for Summer Work</u>	
Driver Training Instructor, weekly basis, 30 hours--staff	205.00/ wk
non-staff	173.00/ wk
Summer Recreation Program; (High School Baseball & Babe Ruth League) (Little League and Farm League) weekly basis, 30 hrs. minimum	131.00/ wk
Summer Band Program, weekly basis, 30 hrs. min.	173.00/ wk

This schedule B is in effect during the duration of this Contract. The 1974-75 Schedule B is retroactive to July 1, 1974.

SCHEDULE C
1974-75

School Calendar

Thursday and Friday, August 29 & 30	Pre-planning--New Teachers
Monday, September 2	Labor Day Holiday
Tuesday, September 3	Faculty Pre-planning--Total Staff
Wednesday, September 4	Classes Begin on Full-Time Basis
Thursday, November 28	Thanksgiving Day Holiday
Friday, November 29	Vacation
Monday through Friday December 23-through January 3	Christmas Day Holiday New Year's Day Holiday Vacation
Monday, January 6	Classes Begin after Christmas
Thursday, Friday, Monday March 27,28, and 31	Easter Vacation
Monday, May 26	Memorial Day Holiday
Friday, June 6	Post Planning--no classes

Summary

181 full days of teacher-pupil contact
 2 full days of in-service (September 3 and June 6)
 2 full days in-service for new teachers (not in academic year)
 5 holidays
 12 vacation days besides summer vacation
 200 days in academic year
 Balance of contractual period shall be duty free for all
 regular staff members except for those who choose summer
 employment according to schedule B.

Teaching Days

September	19	February	20
October	23	March	18
November	19	April	22
December	15	May	21
January	20	June	4

Total.....181 days

The teacher-administrator council shall set up appropriate in-service sessions to be held after teaching hours as deemed necessary for the staff.

ARTICLE XXII

Duration of Agreement

This Agreement shall be effective as of August 28, 1974 and shall continue in effect for one (1) year until the 22nd day of August, 1975. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

DATE OF SIGNING: _____

By (Signed) Robert Lynn
Its President

By (Signed) Alma Nelson
Its Secretary

EDUCATION ASSOCIATION

By (Signed) Edwin Martinson
Its President

By (Signed) Dennis Puisto
Its Secretary

BOARD OF EDUCATION