1968-70

1968 - 1969 - 70

MASTER CONTRACT

between the

ISHPEMING BOARD OF EDUCATION

and the

ISHPEMING TEACHERS' ASSOCIATION

may reopen only non econ.

Ishpeme

M.E.A. 1216 KENDALE E. LANS., Mi: 48824.



OCT 2 1968

OFFICE OF PROFESSIONAL NEGOTIATIONS



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AGREEMENT

1 THIS AGREEMENT entered into this 27th day of August, 2 1968, by and between the Board of Education of the City of 3 Ishpeming, Michigan, School District No. 1, hereinafter called 4 the "District", and the Ishpeming Teachers' Association, here-5 inafter called the "Association."

ARTICLE I - PURPOSE AND INTENT

1 The District and the Association recognize: that their 2 individual and joint objective should be to provide a quality education to the children of the District: that the quality of education provided 3 4 greatly depends upon the dedication and morale of the teaching staff 5 and upon the expertise, effectiveness and efficiency of the administra 6 tion: and, further, that this objective must be accomplished within a budget determined by means and methods outside of the control of 7 8 either of them.

9 Being engaged in a mutual endeavor in the public interest, 10 the District and the Association recognize that the members of the 11 teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards and 12 13 encourage, to the fullest extent, fair and harmonious relations 14 between their respective representatives at all levels, and among all 15 employees of the District whether or not they be covered by this 16 Agreement.

In the above spirit and pursuant to the requirements of
Act 336 of the Michigan Public Acts of 1947, as amended by Act 379
of the Michigan Public Acts of 1965, the District and the Association
herein set forth all their agreement with respect to the wages, hours
and other terms and conditions of employment of members of the
Association who are covered here by, insofar as such matters are not
controlled by applicable Michigan Laws.

ARTICLE II - RECOGNITION OF THE DISTRICT'S RIGHTS

1	Subject to the terms of this Agreement, the District
2	retains exclusively all its legal, customary and normal
3	functions of management of the affairs of the District, in-
4	cluding, but not limited to, the determination of the number
5	and types of schools and the location, schedule, curriculum
6	and staffing, thereof, the hiring, transfer, promotion and de-
7	motion of its teachers, the establishment and enforcement of
8	rules to maintain efficiency of and discipline among its
9	teachers and the suspension, discipline, and discharge of its
10	teachers for proper cause: provided, however, that in the ex-
11	ercise of such functions the District will not discriminate
12	against any teacher because of membership or non-membership
13	in the Association.

ARTICLE III - RECOGNITION OF THE ASSOCIATION'S STATUS

Section 1

14 Pursuant to and in accordance with all applicable 15 provisions of Act 336 of the Michigan Public Acts of 1947, 16 as amended by Act 379 of the Michigan Public Acts of 1965, 17 the District recognizes the Association as the exclusive 18 representative for the purpose of collective bargaining with 19 respect to the wages, hours and other terms and conditions of 20 employment, for the term of this Agreement, of all teachers, guidance counsellors and librarians, but specifically ex cluding the superintendent, principals, business manager,
 nurse, custodians, temporary teachers and substitute teachers,
 office, clerical and other non-professional employees.
 Section 2

5 Upon receipt of a written authorization signed by a teacher, the District will deduct, during the existence of this 6 Agreement, from the monthly salary of such teacher the monthly 7 8 membership dues of the Association (including the National 9 Educational Association and the Michigan Educational Asso-10 ciation) and shall also deduct any assessments against him which may be uniform and general among members of the Asso-11 12 ciation. Such amounts will be collected in ten installments and 13 remitted to the Treasurer of the Association.

Section 3

The teachers who are covered by this Agreement will 14 be represented by a Professional Negotiation Committee of five 15 (5) such teachers elected by the Association in any manner it 16 determines. The Association shall keep the Superintendent 17 of Schools currently advised, in writing, of the members of 18 the Professional Negotiation Committee, and only such teachers 19 20 shall be recognized by the District as representatives of the Association. Either party may have such consultants or other 21 persons as it may deem necessary at any meetings between the 22 23 parties.

ARTICLE IV- SALARIES

Section 1

1 The salary schedule for teachers covered hereby is 2 set forth in Appendix A, which is attached hereto and is in-3 corporated herein by reference. Such salary schedule shall 4 remain in effect during the term of this Agreement subject to 5 the provisions of Article X.

ARTICLE V - TEACHING SCHEDULES

Section 1

6 It is the policy of the District to consider its 7 present teaching schedules as the normal daily and weekly 8 work schedule. Permanent changes in schedules, in excess of 9 those referred to herein, shall be discussed with the Asso-10 ciation prior to their establishment. Section 2 11 The schedules referred to in Section 1 above are 12 as follows: 13 A. Hours per day: 14 6 3/4 hours High School 15 6 1/2 hours C. L. Phelps 6 1/4 hours 16 Elementary 17 B. Hours per week: High School 1. 25 teaching periods of 1 hour each. 18 19 2. 5 non-teaching periods of 1 hour each, 20 except that in any 5-week period, 21 5 of the non-teaching periods may 22 be assigned supervisory periods. 23 3. High School Teachers will not be required 24 to supervise the study hall after 3:35 P. M. 25 4. The administration shall make every 26 effort to keep the enrollments in the 27 study hall at a reasonable number.

1	C. Hours per week: C. L. Phelps School					
2 3 4 5	 25 teaching periods of 45 minutes each. 10 non-teaching periods of 45 minutes each, 5 of which will be unassigned preparation periods. 					
6	D. Hours per week: Elementary Schools					
7 8	 25 teaching hours. 6 1/4 non-teaching hours. 					
9 10 11 12	E. Two half days may be used by the teachers for the purpose of working on reports at the close of the year. Students shall be dismissed one morn- ing and one afternoon, but not on the same day.					
	Section 3					
13	In addition to the hours and periods referred to,					
14	each teacher will be allowed at least a $1/2$ -hour period daily					
15	for lunch, which period will be duty free: any change in the					
16	present schedule shall be discussed with the Association.					
17	Each high school teacher may be required to report to the					
18	school ten minutes prior to commencement of classes, which					
19	time is not included in the above schedules.					
	Section 4					
20	Teachers shall not be required to report prior to the					
21	opening day of school in September or to remain after school					
22	ends in June without compensation therefor.					
	ARTICLE VI - LEAVES					
	Section 1 Leaves of absence with pay					
23	It is the policy of the District to permit absence					
24	from teaching duties under the circumstances hereinafter set					
25	forth. Any changes in such policy shall be discussed with					
26	the Association prior to establishment.					
	Page 6					

Page 6

Section 2

1 2 3 4 5 6 7 8 9 10	1.	Teachers will be granted ten days per contract year for personal illness or illness in their families living in the same household. A teacher may accumulate any unused days, up to a maximum of 120 days for personal illness in future years. The Board will permit an advance of 20 days of sick leave, but will deduct the amount used at that teacher's salary from the June check. This amount will be refunded with the September check. Unused sick leave, up to the maximum allowed by this contract, may be transferred
11 12		from another District providing no payment was made by the previous employer for any unused sick leave.
13 14 15 16 17 18 19 20	2.	Teachers will be granted leaves up to five days for a death in the immediate family. Immediate family is deemed to include spruse, children, parents, grandparents, brothers, sisters of the teacher, parents of the spouse, son-in-law, daughter-in-law, grandchildren, brother-in-law, sister-in-law, and any person who has made residence with the family. This will not be deducted from sick leave.
21 22 23 24 25	3.	Teachers will be granted such time as may be re- quired for their appearance in court on behalf of the District, or on their own behalf in any action by them against a third party, which action arises out of the performance of their teaching duties.
26 27 28 29	4.	The District may grant time under the provisions of this subsection 2, for visitations to other schools or attendance at educational conferences or con- ventions.
30 31 32 33 34	5.	Teachers will be granted a leave of absence for two days in each contract year for personal reasons. These days shall be cleared by the administration and shall not be used before or after a vacation period except in an emergency.
35 36 37	6.	Tenure teachers will be granted a leave of absence for the purpose of taking a Selective Service physical examination.
38 39 40 41	7.	Teachers will be granted leaves of absence required for the performance of jury duty and shall be entitled to pay for such time, less, however, any amounts received as payment for jury duty.

- 1 8. A teacher will be released without loss of pay for a 2 period of two days to participate in the annual Upper 3 Peninsula meeting of the Michigan Education Association. 4 9. The President of the Ishpeming Teachers' Association 5 will be granted 5 days of leave for use of designated 6 members in attendance at any Association meetings. Section 3 Leaves of absence without pay. 7 Leaves of absence without pay for periods of up to one 1. 8 year will be granted, without loss of salary increment, 9 and where proper replacements are available, for: 10 studies relating to the teacher's license field: studies to meet eligibility requirements for a license not held 11 12 by a teacher: study, research or special teaching 13 assignment involving advantage to the school system: 14 officers of the MEA or NEA for performance of official 15 duties. 16 2. A maternity leave of absence will be granted commencing not later than the 5th month of pregnancy and terminating 17 no less than 5 months after the birth of the child. 18 19 3. A leave of absence for up to one year will be granted to teachers to serve in a public office. 20 A tenure teacher whose personal illness extends beyond 21 4. the period compensated under Paragraph 1, subsection 2 22 above will be granted a leave of absence up to three 23 years. Upon return from such a leave the teacher will 24 be assigned to the same or substantially equivalent 25 position if available, but with not more than one year 26 advance in salary schedule. 27 28 Rehired former District employees who have absented 5. themselves from the system for no more than five years 29 shall be on probation, within the definitions of the 30
- 30 Shall be on probation, within the definitions of the 31 Tenure Law, for a period of one year. These employees 32 shall have their accumulated sick leave restored to them

ARTICLE VII - PROMOTIONS, TRANSFERS, ASSIGNMENTS AND SEVERANCE PAY OPTIONS

Section 1

- 33
- It is the policy of the District, when it believes
- 34 all factors to be equal, to make promotions from within its

1 own teaching staff. The District will post dated notices of 2 vacancies in teaching or related positions in each school 3 building within five days after receiving a written and dated resignation and ten (10) days prior to the permanent assignment 4 of a teacher to such position. Any teacher may indicate within 5 such ten-day period to the District his desire to be considered 6 7 for assignment to the position. The District will notify each such teacher of the person to be assigned to the vacancy prior 8 9 to a general announcement.

Section 2

In the event that transfers of teachers to another school
are required the District will post a notice of such transfer in the
same manner as Section 1 above. Teachers may indicate to the
District their desire to be considered for such transfer.

Section 3

14 Teachers affected by a change in grade assignments 15 in the elementary schools and subject assignment in the second-16 ary schools will be notified by their principals as soon as 17 practicable and by June 1st if possible.

Section 4

22

18 Teachers shall meet North Central Association of
19 Colleges and Secondary Schools accreditation standards. No
20 teacher shall be granted a contract with less than a Bachelors
21 Degree and full certification by the State Department of Education. Section 5

Teachers, except temporarily and for good cause,

1	will be assigned to duties within the scope of their teaching					
2	certificates or their major or minor field of study.					
	Section 6					
3	The District will cooperate with the Association in					
4	making available to the teachers such information as it may					
5	acquire concerning positions and opportunities in or under					
6	State and Federal educational programs.					
	Section 7					
7	Upon retirement from the District or death while an					
8	active teacher in the District, a teacher will have the option of					
9	selecting any one of the following payments:					
10 11 12 13	1. The accumulated number of days of unused sick leave, credited to the teacher, times one-half of the current daily salary of a substitute teacher in the District.					
14 15 16 17 18	2. A teacher who has been employed by the District for 10 years shall be paid one week's current salary plus one day's current salary for each year of employment by the District in excess of 10 years, up to a maximum of Five Hundred Dollars.					
19 20	Teachers shall designate a beneficiary for these plans.					

ARTICLE VIII - MISCELLANEOUS

Section 1

21	The provisions of this Agreement and the wages, hours
22	terms and conditions of employment shall be applied without
23	regard to race, creed, religion, color, national origin, age,
24	sex or marital status or membership in or association with the
25	activities of any employee organization. The District and the

Association pledge themselves to seek to extend the advantages
 of public education to every student without regard to race, creed,
 religion, sex, color or national origin and to seek to achieve full
 equality of educational opportunity to all pupils.

Section 2

5 The Association and its members shall have the right 6 to use school facilities for meetings at such times and at such 7 locations as may be approved by the Superintendent.

Section 3

8 The District agrees to furnish to the Association 9 in response to reasonable requests from time to time such 10 available information concerning the financial resources of 11 the District, tentative budgetary requirements and allocations 12 as will assist the Association in determining the financial 13 condition of the District.

Section 4

The District will reimburse a teacher for any
malicious damage or destruction to clothing or personal
articles (excluding automobiles) arising out of the performance
of his duties.

18 The District will provide legal counsel, if required, 19 for the defense of any teacher in any proceeding which arises 20 out of any reasonable disciplinary action taken by the teacher 21 against a student.

Section 5

22

Male teachers may remove their suitcoats in the

1 classroom if uncomfortable conditions so warrant and provided

2 the teacher is wearing a dress shirt and tie.

Section 6

3 Teachers will not be required to drive a school bus4 as part of their regular duties.

Section 7

5 Telephone facilities will be available to teachers6 for their reasonable use.

Section 8

7 Any complaints to the administration by a parent of a 8 student directed toward a teacher shall be promptly called to the 9 teacher's attention.

Section 9

The District further recognizes that the teacher may 10 11 not fairly be expected to assume the role of warden or custodian (unless qualified and assigned to such position) for emotionally 12 disturbed students nor to be charged with responsibility for 13 psychotherapy. Whenever it appears that a particular pupil 14 15 requires the attention of special counsellors, social workers, law enforcement personnel, physicians or other professional 16 persons, the District will take reasonable steps to relieve the 17 teacher of responsibilities with respect to such pupil. 18 Section 10

19 Whenever a teacher is evaluated by an administrator,20 the teacher shall receive a copy of the evaluation within 5 days

1	of the evaluation. There shall be room on the evaluation sheet
2	for teacher's comments. Any unsatisfactory ratings shall be
3	accompanied by suggestions for improvement.
4	Each teacher shall have the right upon request to
5	review the contents of his own personnel file. A representative
6	of the Association may be requested by the teacher to accompany
7	the teacher in such a review.
	Section 11
8	If Board action makes it necessary to curtail the
9	number of professional employees in the District, the following
10	criteria shall be used to determine who will be retained as an
11	employee:
12	Years of Service 30 points
13	Hours of Credit 35 points
14	Rating of Administration 35 points
15	Years of service shall mean the last continuous
16	service in the District. One point will be given for each year
17	of service to a maximum of 30 points.
18	Hours of credit shall be distributed as follows:
19 20	1/2 point for each of the first 20 hours beyond B.A. 1 point for each of the next 25 hours
21	The teacher with the highest cumulative number of
22	points would be retained.
23	If curtailment takes place in grades K - 6 no teacher
24	shall move up or down more than two grades.
	Section 12
25	Beginning with August 27, 1968 any hours earned
26	beyond a Masters Degree must be in the teacher's field of

teaching, be approved by a University as applicable toward
 a Specialist or Doctors Degree or be with the approval of the
 Superintendent of Schools.

Section 13

The Board recognizes the need in each school for adequate lunchroom, restroom and private lavatory facilities and at least one room of adequate size appropriately furnished with facilities for refreshments which shall be used as a faculty lounge.

ARTICLE IX - PROFESSIONAL GRIEVANCE PROCEDURE

Section 1

9 The primary purpose of the procedure herein set forth 10 is to provide a prompt settlement of any grievances arising between the parties. 11 "Grievance" as used in this agreement is limited to a 12 complaint which has not been settled as a result of the discussions 13 required by Step 1 and which involves the interpretation or 14 15 application of or compliance with the provisions of this agreement. 16 Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any step of such 17 18 procedure. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the 19 20 matter informally with any appropriate member of the adminis-21 tration.

Section 2

1 The grievance procedure shall be as follows: Step 1. The aggrieved teacher shall discuss the 2 matter with his immediate principal, either indivi-3 4 dually or with his Association representative. 5 The grievance must be presented to the principal within 10 days after the teacher knew or should have 6 7 known if he exercised reasonable diligence and attention that the cause of the grievance had occurred in 8 9 order to become the basis of action. If the complaint 10 is not resolved within 3 days following this meeting, it may be reduced to writing and appealed to Step 2 of 11 this procedure. If the decision reached in Step 1 is 12 not appealed within 3 days from such decision, the 13 matter shall be considered settled. 14 Step 2. The grievance shall be discussed between the 15 teacher and/or member or members of the Profession-16 al Rights and Responsibilities Committee, hereinafter 17 referred to as PR & R Committee, and the Superinten-18 19 dent of Schools together with such other persons as either party may designate. Each grievance appealed 20 21 to Step 2 shall be in writing and contain a clear and 22 concise statement of the subject matter of the 23 grievance, the relief sought and the Section and Sub-24 section under which he believes himself entitled to

relief. The discussions mentioned above shall be held within 5 days of receipt of the written grievance by the Superintendent. Processing of the grievance on the part of the teacher or teachers shall be under full control of the PR & R Committee.

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Grievances not decided within 5 days may be appealed to Step 3. Grievances not appealed from a decision rendered under Step 2 within 5 days from the date of the decision shall be considered settled on the basis of that decision.

11 Step 3. Upon written notice of appeal from any de-12 cision rendered under Step 2, the grievance shall be discussed between the teacher and/or members of the 13 14 PR & R Committee and members of the Board of Edu-15 cation appointed for such purpose. The discussion 16 mentioned above shall be held within 5 days after re-17 ceipt by the Superintendent of the written appeal. In the event neither party determines that mediation is neces-18 sary within 30 days from the first Step 3 meeting, the 19 20 grievance shall be considered settled on the basis of the decision last made. 21

At the request of either party an additional Step 3 meeting may be held by a panel consisting of a member of the Association, a member of the Board of Education and a third person to be mutually selected by the Association member and the Board member.
 A majority of this panel shall submit a written
 recommendation as to the disposition of the grievance
 to the parties.

5 <u>Step 4.</u> At any time within the 30-day period following 6 the first Step 3 meeting, either party may invoke the 7 provisions for the mediation of grievances being 8 Section 7 of Act 336 of the Public Acts of 1947, as 9 amended.

Section 3

24

10 1. The grievance discussed and the decision rendered
 at level one shall both be placed in writing upon request of either
 party.

13 2. All documents, communications, and records dealing
14 with a grievance shall be filed separately from the personnel
15 files of the participants.

3. Forms for filing and processing grievances shall
be designated by the Superintendent and the PR & R Committee,
shall be prepared by the Superintendent, and shall be given
appropriate distribution so as to facilitate the operation of the
grievance procedure.

4. The grievant shall be given access to all records
and available information needed to process his grievance except personnel files of other staff members.

5. Failure at any step of this procedure to communicate

the decision on a grievance within the specified time limits shall
 permit the aggrieved teacher to proceed to the next step. Failure
 at any step of this procedure to appeal a grievance to the next step
 within the specified time limits shall be deemed to be acceptance of
 the decision rendered at that step.

6 6. All days referred to in this procedure shall be school7 days.

8 7. Grievance meetings beyond <u>Step 1</u> shall be held at
9 mutually agreeable times and places.

10 8. During the first week of each school quarter the 11 Professional Negotiating Committee and the administrative staff 12 together with a member of the Board of Education, shall meet 13 to discuss the administration of this agreement and any problems 14 which either party believes exists or may occur in the operation of the School District. An agenda shall be prepared by the parties 15 covering the subjects to be discussed at least a week prior to the 16 17 meeting.

ARTICLE X - TERM OF THIS AGREEMENT

1 This Agreement shall become effective August 27, 1968 2 and it shall remain in full force and effect until June 30, 1970, 3 unless and until either the District or the Association, during the 4 month of November of each calendar year, shall serve upon the 5 other party hereto written notice of a desire to terminate, modify, 6 alter, renegotiate, change or amend non-economic portions of this 7 Agreement. Following such a notice the parties shall meet, as 8 early as is practicable under the circumstances, on or after December 1, for the purpose(s) indicated. A notice of desire 9 10 to modify, alter, amend, renegotiate or change - or any combina-11 tion thereof - shall have the effect of terminating the non-economic 12 portions of this Agreement on June 30, 1969 in the same manner 13 as a notice of desire to terminate unless, before such date of 14 termination, all subjects of amendment proposed by either party 15 have been disposed of by agreement or by withdrawal by the party 16 proposing amendment.

Ishpeming Teachers' Association By Its P. N. Committee:

Board of Education of the City of Ishpeming

	By	
Chairman		Pres.
	By	
President		Sec.

ISHPEMING PUBLIC SCHOOLS 1963 - 1969

Years of Experience	<u>A.B.</u>	\$6400 <u>A.B. + 15</u>	N.A.	<u>M.A. + 15</u>
0	6400	6720 5%	7040 5%	7320 5%
1	6656	6976	7296	7576
2	6912	7232	7552	7832
3	7168	7488	7808	8088
4	7424	7744	8064	8344
5	7680	8000	8320	8600
6	7936	8256	8576	8856
7	8192	8512	8832	9112
8	8448	8768	9088	9368
9	4% 8704	4% 9024	4% 9344	4% 9624
10	8960	9280	9600	9880
11	9216	9536	9856	10136
12		9792	10112	10392
13			10368	10648
14				10904
20	9472	10048	10624	11160
25	9728	10304	10880	11416

ISHPEMING PUBLIC SCHOOLS 1969 - 19**7**0

Years of								
Experience	<u>A.B.</u>		<u>A.B.</u> +	15	<u>M. A</u> .		M.A	+ 15
0	6800		7140	5%	7480	5%	7820	5%
1	7072		7412		7752		8092	
2	7344		7684		8024		8364	
3	7616		7956		8296		8636	
4	7888		8228		8568		8908	
5	8160		8500		8840		9180	
6	8432		8772		9112		9452	
7	8704		9044		9384		9724	
8	3976	4%	9316	4%	9656	4%	9996	4%
9	9248		9588		9928		10268	
10	9520		9860		10200		10540	
11	9792		10132		10472		10812	
12			10404		10744		11084	
13					11016		11356	
14							11628	
20	10064		10676		11288		11900	
25	10336		10948		11560		12172	

The Board of Education of the Ishpeming School District hereby agrees to purchase health and life or income protection for each interested employee, from the company and in the amount of insurance designated by the Negotiating Committee of the Ishpeming Teachers' Association, providing the cost does not exceed two hundred and forty dollars (\$240.00) per employee.

Any increase in cost for identical benefits for the 1969-1970 school year will be absorbed by the District.

The Board further agrees that a 5% increase in cost per employee will be granted for improvement of insurance benefits during the 1969-1970 school year.

APPENDIX A Part 3

ISHPEMING PUBLIC SCHOOLS EXTRA DUTY PAYMENTS 1968 - 1969

Football

Varsity	\$650.00
Assist. Varsity	325.00
Junior Varsity	275.00
Assist. Jr. Varsity	250.00
Jr. H. S. Coach	200.00
Assist. Jr. H. S.	150.00

Varsity & Jr. Varsity Coaches - 3 wks. pay on schedule.

Basketball

\$800.00
400.00
300.00
350.00

Track

Varsity	\$350.00
Assist. Varsity	250.00
Jr. H. S.	150.00
Cross Country	150.00
Skiing	300.00
Golf	100.00
Wrestling	300.00
Cheerleading H. S.	125.00
Intramurals - Jr. H. S.	300.00
Debate	350.00

Guidance	450.00
Music - Band	600.00
Music - Vocal	600.00

EXTRA DUTY PAYMENTS (continued)

Play - Senior	\$175.00
Play - Christmas Sr. H. S.	75.00
<u> Play - Christmas Jr. H. S.</u>	75.00
Yearbook	500.00
Class Advisors	
Freshman	50.00
Sophomore	50.00
Junior	100.00
Senior	100.00
Student Council Finances	200.00

Driver Training

Summer \$5.50	School Year
All Sessions	\$5.50 Driving
	6 50 Class

Working at A	Activities
Admission	Charged

Football	\$ 7.50
Basketball Sr.	10.00
Basketball Jr. H.	7.50
Timers	11.50
Other Events	2.50 per hour

The Board hereby agrees to grant a 5% increase in Extra Duty Payments for the 1969 - 1970 school year providing a teacher continues in the same service.