8-31-75

Baldwin Community Schools.

MASTER AGREEMENT

between

BALDWIN EDUCATION ASSOCIATION

and

BALDWIN COMMUNITY SCHOOLS BOARD OF EDUCATION

1974-75

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State of Michigan
Department of Labor
Employment Relations Commission
400 Trust Bldg.
Grand Rapids, Mich. 49502

ARTICLE I
RECOGNITION

A. The Board hereby recognizes the Association as the exclusive bargaining agent for those employees included in the unit as set forth in the paragraph below. The term "teacher" when used herein shall refer to all employees represented by the Association and references to male teachers include female teachers. The term "Board" when used herein shall refer to the Board of Education of the Baldwin Community School District, its administrative agents and supervisory personnel within the meaning of Public Act 379.

B. The following teacher personnel who hold valid contracts with the Baldwin Community School District comprise the bargaining unit: K-12 classroom teachers, guidance counselors, remedial reading teachers, special education teachers, but excluding per diem substitute teachers, intern teachers, supervisory and administrative personnel, as well as any other certified or non-certified personnel employed by the District in a non-teaching position.

C. 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 laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

D. The Board agrees that neither they nor their agents shall attempt to initiate any exceptions to this Agreement, except through the Association's duly authorized negotiating team. All communications regarding such an exception will be sent to the Association's Executive Board and forwarded by them to the individual teachers.

E. This Master Agreement preempts any policies of the Board or the Association which are not in harmony with its written provisions.

F. All individual contracts are subject to the terms of this Master Agreement.

G. If any provision of the Master Agreement or any application of the Master Agreement to any teacher or group of teachers shall be found contrary to law, then such provisions or applications 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.

H. Subsequent Master Agreement:

1. Negotiations leading to a new Master Agreement shall commence not less than one-hundred fifty (150) calendar days prior to the expiration of this Master Agreement.
2. Neither party shall have any control over the selection of the negotiation representatives of the other party and each party may select its representatives from within or without the school district. Written notice of initial team members will be submitted to the opposing team thirty (30) calendar days prior to the beginning of negotiations.
3. It is recognized that no final agreement between the parties may be executed without ratification of a majority of the Board and by a majority of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
4. The final Master Agreement agreed to by the negotiating parties shall be distributed to all teachers at no cost to the teacher or Association. A copy shall be provided each teacher hired during the life of the contract.

I. Professional Responsibility:

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

ARTICLE II

ASSOCIATION AND 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 join, not join, maintain or terminate his membership in the Association for the purpose of engaging in collective bargaining or negotiations. The Board agrees that it will not directly or indirectly discourage, deprive, or coerce any teacher in the enjoyment of rights conferred by Act 379, or other laws of Michigan or the Constitution of Michigan and/or the United States; that it will not discriminate against any teacher with respect to hours, wages, terms or conditions of employment.

B. Nothing contained herein shall be construed to deny to any teacher rights he may have under any other law.

C. Association activities will in no way interfere with classroom or preparation time. Association meetings or announcements will be permitted only before or after the end of the teachers' working day. The Association shall have free access to the in-school mailboxes as a means of communication.

D. 1. The Association shall be the only teacher bargaining group that shall have the right to use building facilities for meetings after regular working hours when a regular operating staff is on duty. Such use must be scheduled through the building administrator. When special custodial service is required, the Board will charge the Association for the actual cost involved. The B.E.A. agrees that the use of this service is at their own risk and is not subject to the grievance procedure.

2. Duly authorized officials of the Association shall be permitted to transact official Association business on school premises, provided permission is received from the building principal. Such permission will be granted if it does not interfere with or interrupt normal school operations.

3. The Association may post notices on one bulletin board in each teachers' lounge.

4. The Association may use Board typewriters, calculators, duplicating machines, audio-visual equipment and amplifying equipment; provided however all such equipment is not in use for educational or community purposes as determined by the building principal. The Association agrees to pay the cost of any materials or supplies used and to indemnify the Board from any damage or cost of repair arising out of Association use.

5. All of the foregoing are granted solely to the Association and shall not be utilized by any other teacher organization as contemplated by Act 379.

E. The Board agrees to provide the Association, in response to written requests to the Superintendent, with such public information as is available concerning the financial resources of the District, tentative budget and requirements and

allocations and such information as may be necessary to assist the Association to bargain collectively with the school with respect to wages, hours, and other terms and conditions of employment. The Association agrees that it may be required to provide assistance in compilation of some of the data. Original records shall be examined only at the office where they are kept.

F. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, or membership in, or association with the activities of any employee organization. The Baldwin Community School District is an equal opportunity employer.

G. Upon appointment with the superintendent of schools, a teacher will be given access to his own personnel file once each semester to review any document (except confidential letters of recommendation) prepared by the teacher himself, college transcripts, progress evaluation forms prepared by the principal or supervisor, and other miscellaneous documents. An Association representative may be present at the teacher's option. Such records will be made available in the superintendent's office and shall not be removed from said office.

H. Academic Freedom:

1. Realizing that a teacher cannot provide adequate stimulation to students or permit the free exchange and development of ideas without occasional unexpected results that are easily misconstrued when removed from context, it is agreed that an atmosphere of academic freedom will be maintained.

2. The Board agrees that individual teachers shall be free to present the several sides of controversial issues and topics to the best of his ability and knowledge and within the level of maturity of the students involved. All matters, materials, and methods of presentation shall be within Board policy and the articles of this Agreement.

I. Personal Lives

Faculty members' lives are not within the appropriate concern of the Board of Education unless it can be demonstrated that the performance of their duties has been adversely affected.

J. It is recognized by all parties to this Agreement that the Board of Education hereby retains and reserves without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.

K. It is further recognized that the exercise by the Board of said powers, rights, authority, duties and responsibilities through the adoption of policies, rules, regulations, and practices in connection therewith shall be limited only by the specific terms of this Agreement.

ARTICLE III

ASSOCIATION AND TEACHER RESPONSIBILITIES

A. Teachers shall be in the classroom for the days contracted. Unexcused absences are seriously regarded; therefore any unexcused absence will result in an entry to that effect in the teacher's personnel file, with notice thereof to the teacher. The teacher shall have the right to enter in writing, any answers or objections to such notice. Any such answers will be attached to the notice and placed in the teacher's personnel file.

B. Immediately upon determining that he will not return for the following school year, the teacher will file notice of such intent with the superintendent of schools.

C. All teachers shall annually furnish evidence of freedom from tuberculosis. A statement showing freedom from communicable tuberculosis shall be presented to the superintendent and placed in the teacher's personnel file no later than fifteen (15) days after the first regular day of school each year. At some time during the first fifteen days of school, the Board will arrange to have the County Nurse or some similar agency present in one of the school buildings to conduct tuberculosis tests. Teachers shall be informed as to the time and place for such tests. Teachers employed after the beginning of the school year shall show proof of freedom from tuberculosis within fifteen (15) days of employment.

D. Teachers are responsible for maintaining a continuous high level of professional service to the welfare and benefit of the student body. Teachers, therefore, are responsible to discharge their teaching assignments with professional proficiency and, to this end, to plan adequately and make conscientious efforts to meet as required and within reason with children, parents, and/or consultants.

ARTICLE IV

PROFESSIONAL STANDARDS

A. No new teacher shall be employed by the Board for more than one year who does not have at least a bachelor's degree from an accredited college or university, and a Provisional, Permanent, or Continuing Certificate.

B. A person with a bachelor's degree who is eligible for the Michigan substitute permit may be employed only as a substitute. The Association will be notified in writing by the superintendent in each case where such employment exceeds four (4) continuous weeks.

ARTICLE V

TEACHING CONDITIONS

A. General Conditions

1. Telephone facilities shall be available in the school offices for teachers for their reasonable use. Long distance calls shall be made only in emergencies. Calls shall be charged to the teacher's home number; or, if the teacher does not have a phone, the call shall be recorded on a form available in the office and sent to the business manager. Calls must be paid for within ten (10) days of notification of charges.
2. The Board will provide lounges and rest rooms for the use of adult staff in each building, to the extent possible. Students shall not be permitted in such lounges. Smoking shall be permitted in any teacher lounge.
3. The Board will provide adequate off-street parking for teachers.
4. At the request of the Association to the superintendent, a soft drink machine may be installed in any teacher lounge provided there is no cost to the school district.
5. The Board shall provide adequate attendance books, plan books, paper, pens, pencils, chalk, erasers and other such consumable materials required for the performance of the teacher's daily routine.
6. Texts, library reference materials, maps, globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, and other tools of the teaching profession will be made available to the extent possible within budget restrictions.

7. Instructional materials reflecting the multi-ethnic nature of our society shall be utilized wherever possible.

B. Teaching Assignments

1. Probationary teachers shall be assigned primarily within the scope of their teaching certificates, to the extent possible.
2. To the extent possible, newly employed, inexperienced teachers shall be assigned the lowest class size at their teaching level; such elementary teachers shall not be assigned split grade classes; and such secondary teachers shall not be assigned more than four (4) different preparations per semester.
3. Teachers shall be notified in writing of their schedules for the forthcoming year by June 1. Changes in assignment will be made only in the event of necessity prior to the opening of school, and the affected teacher consulted in writing immediately.

ARTICLE VI
CLASS SIZE

A. The ratio of pupils to teachers and other professional staff members of the secondary school shall not exceed 27-1. Only each staff member's time actually devoted to teaching duties in the secondary school may be counted in determining the pupil-teacher ratio.

B. Class Sizes:

Secondary:

1.	General Academic	30
2.	Industrial Arts	20
3.	Drafting	22
4.	Home Economics	20
5.	Vocal Music	60
6.	Band	90
7.	Art	25
8.	Physical Education	40
9.	Special Education	To be controlled by optimum state guidelines

Elementary:

1.	Kindergarten	25
2.	Grades 1-6	30
3.	Split Grades 1-6	25
4.	Special Education	To be controlled by optimum state guidelines

C. Overloads

1. In the event that it is not possible to limit class size to the agreed maximums, teachers will be paid $2.50 per week, per pupil, in elementary classes above the maximum, and $1.00 per week, per pupil, in secondary classes above the maximum.
2. Overloads of more than 3 pupils or 10% over maximum, whichever is greater, will not be permitted.
3. Overloads shall be determined and paid each semester based on a monthly count beginning the fourth Friday after Labor Day.

D. In the case of team teaching, class size maximums will be proportionately increased with no penalty payment due unless size exceeds the proportionate figures.

ARTICLE VII

TEACHING HOURS

A. The teachers' normal working hours in secondary and elementary schools shall be as follows:

1. Teachers shall be in the school buildings to which they are assigned at least 30 minutes before the first regularly scheduled class, and at their assigned duty stations at least 15 minutes before such duty commences.
2. Teachers shall remain in the building at least 30 minutes following dismissal of students.
3. Any teacher who is required to return to the school at night to participate in, supervise, or sponsor a school related activity, may leave school at the same time as the students on the day of the activity.

B. Each teacher's schedule shall include at least one period daily for conference and preparation. It is understood that each teacher's conference period shall consist of at least 50 minutes in the secondary school and at least 30 minutes in the elementary school.

C. Secondary teaching assignments shall not exceed seven periods daily for the short period schedule or six periods daily for the lengthened period schedule. Supervision assignments such as lunch room duty or study hall may be included in a secondary teacher's schedule in lieu of a teaching period.

D. Teachers shall have a duty free, uninterrupted lunch period equal to a regular class period, or the length of the scheduled noon hour, and in no event less than thirty (30) minutes.

E. Teachers may be required to attend up to three teachers' meetings per month during September and October and one meeting per month for the remainder of the year. All teachers' meetings will end by 5:00 p.m.

F. Teachers will attend "Back to School Night" during American Education Week. The Association pledges its support in the implementation of such functions.

G. The Association and the Board recognize the need for improved educational programs. It is further recognized that in the event of new courses, program or organizational structure of an experimental nature, working conditions as defined in the contract may be effected; but only after consultation by the superintendent with the duly authorized negotiating team of the Association.

H. Any teacher having a student teacher will have a substitute provided for him when he is absent if the teacher deems it necessary. A student teacher will not be used as a substitute for other than their supervising teacher without consultation with the building administrator and without the consent of the supervising teacher.

ARTICLE VIII

PROTECTION OF TEACHERS

A. The Board recognizes its responsibility to give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom in accordance with established Board policies and building procedures. Each teacher, however, bears the primary responsibility for maintaining proper control and discipline. In exercising his responsibility, the teacher shall assure that all disciplinary actions and methods invoked are reasonable and just and in accordance with the policies and procedures referenced above.

B. As soon as possible following the ratification of this Agreement, each teacher shall be furnished with written copies of all Board policies and procedures which effect him or the teaching staff generally. Updated materials shall be supplied to each teacher when policies change or when new policies are added.

C. Temporary suspensions of students from school may be imposed only by a principal or his assistant or teacher designated by him in writing. The principal shall designate in writing one teacher in each building who shall have the authority to temporarily suspend students immediately in the absence of the principal or his assistant. The principal or his assistant and the teacher shall cooperatively endeavor to achieve correction of student behavior through whatever avenues are reasonably available. A teacher may exclude a pupil from the classroom temporarily when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student intolerable. In such cases, the teacher will furnish the principal or his assistant, as promptly as his teaching obligations will allow, with full particulars of the incident. In no event will a student so removed from class be returned to that class during the period on the day in which he is removed without the teacher's consent. Teachers and principals will work cooperatively in resolving discipline problems which disrupt classroom operation.

D. The Board will provide Workmen's Compensation as required by law.

E. Any teacher who is absent because of an injury inflicted by a Baldwin School District student or his parent, or legal guardian as a result of employment-related activity shall receive from the Board the difference between his weekly income and the amount to which he is entitled under provisions of Workmen's Compensation laws for a period up to ten (10) weeks. Beyond ten (10) weeks, such differential payments would be charged against Compensable Leave on a pro-rata basis, at the teacher's option.

F. The Board will reimburse teachers the current value of any clothing or other personal property destroyed or damaged as the result of negligence of the Board or assault and/or battery upon him suffered in the course of his employment unless such loss is covered by insurance or reimbursement is obtained from other sources. Reimbursement of amounts above $5.00 and up to $50.00 per occurrence will be paid.

G. No complaint arising from a teacher's performance of duties as an employee of the Baldwin School District by any parent, pupil or other person shall become a part of the teacher's personnel file without such complaint first being reduced to writing with a copy furnished to the teacher, being reviewed at a hearing in which the participants shall include the involved teacher, an Association representative, the teacher's immediate supervisor, and the superintendent of schools. The complaining party may be present if the party desires. If after such review, the complaint is to be made part of the teacher's personnel file, the teacher shall be given a copy of the complaint and shall have the opportunity to make comments on the file copy. A transcript of the entire hearing may be taken at the election and expense of the teacher and made part of the file at the teacher's election.

H. Alleged breaches of professional conduct shall be reported promptly to the offending teacher and the Association.

I. A teacher shall be entitled to have present a representative of the Association for any disciplinary action more serious than an informal verbal warning. If an Association representative is requested and notification of the disciplinary action is given, no longer than two (2) days may elapse before such action is taken.

J. Whenever the result of a reprimand or disciplinary action for any infraction of discipline or delinquency in professional performance is reduced to writing by the administrator, the findings and decisions of the administrator shall be filed, in writing, in the teacher's personnel file, and a copy thereof given to the teacher. The teacher shall have the opportunity to prepare a written answer to the charges which shall be attached to and filed with the reprimand.

K. No teacher shall be issued a reprimand, suspension, discharge or reduced in rank without just cause.

L. All reprimands, criticisms and evaluation conferences shall be conducted in private.

M. No disciplinary action shall be taken against any teacher unless the basis for such action has been reduced to writing and a copy of the same provided to the teacher within two (2) school days of the offense.

ARTICLE IX

TEACHER EVALUATIONS

A. All monitoring or observation of the work of a teacher shall be conducted openly and with the full knowledge of the teacher. The use of eavesdropping, hidden closed circuit television, public address systems and similar covert surveillance devices shall be strictly prohibited.

B. Video tape machines shall not be used for evaluation purposes. This paragraph shall not be construed to prohibit any other use of video tape machines.

C. Each evaluation of a teacher shall not be for less than one period or the duration of a particular class activity.

D. No evaluation shall unduly interfere with the teaching-learning process.

E. Each teacher, upon his employment or at the beginning of the school year, whichever is later, shall be appraised of the specific criteria on which he will be evaluated.

F. Teaching assignments outside the teacher's area of certification shall not be evaluated for purposes of determining his retention as a teacher.

G. Evaluations shall be by personal observation in the classroom as well as a teacher's professional conduct during the school day, conducted by the (a) superintendent, (b) qualified building principal, or (c) other full time administrator possessing a Master's Degree and three (3) years successful teaching experience at the teacher's level of certification (elementary or secondary).

H. For the first evaluation of the year, a pre-evaluation conference (not to exceed five (5) minutes duration), if desired by either party, may be held between the evaluator and the teacher so that the evaluator can be appraised of the teacher's objectives, methods, and materials planned for the teaching-learning situation to be evaluated.

I. All evaluations shall be reduced to writing and a copy given to the teacher within ten days of the evaluation. If the teacher disagrees with the evaluation, he may submit a written answer which shall be attached to the file copy of the evaluation in question. The written evaluation shall indicate areas where

growth is needed as well as suggestions for improvements in those areas, and progress or lack of progress noted since previous evaluations.

J. Following each formal evaluation, which shall include a conference with the evaluator, the teacher shall sign and be given a copy of the evaluation report prepared by his evaluator. In no case shall the teacher's signature be construed to mean that he necessarily agrees with the evaluation. A teacher may submit a self-evaluation and/or submit additional comments to the written evaluation if he so desires. All written evaluations are to be placed in the teacher's personnel file. Upon request, the teacher shall be entitled to confer with the superintendent regarding his evaluations.

K. Probationary teachers shall be observed for the purpose of evaluation at least three times during the school year. These observations shall occur at least one month following a teacher's commencement of service, three months after a teacher's commencement of service, and ninety days prior to the end of the probationary year. Tenure teachers shall be evaluated at least once each school year.

L. No later than March 15 of each probationary year, the final written evaluation report, including the recommendation as to whether the teacher should be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing year, will be furnished by the administration to the superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the superintendent. In the event a teacher is not continued in employment, the Board will advise the teacher of the reasons therefore in writing with a copy to the Association and provide a hearing when requested.

M. No part of this procedure, including the form and criteria for evaluation, shall be changed in any way except by prior notice to both parties and only after both parties have had an opportunity to make recommendations concerning the procedure and all parts thereof.

ARTICLE X

TRANSFERS, VACANCIES & RETIREMENT

A. Transfers

1. A transfer shall be defined as a permanent change in assignment or school building.
2. The Board and Association recognize that it may be necessary to accomplish transfers. For example, transfers may become necessary to meet load conditions, to meet instructional requirements, to maintain a balance of experienced and inexperienced staff in a particular building, and to facilitate racial balance.
3. The superintendent shall post by April 15 of each year all known openings by assignment and location that will be available the following school year. Teachers desiring to request consideration for transfer shall submit an application stating school, grade position sought to the superintendent by May 1. The superintendent shall notify the applicant that his application has been received and is being processed. All applicants shall be informed when the vacancy for which they have applied has been filled.
4. Probationary teachers shall be retained in their original or similar assignments throughout their probationary period to the extent possible.
5. In cases of involuntary transfer, teachers shall have the opportunity to meet with the superintendent to discuss the transfer. When circumstances so permit, teachers so effected shall be given a choice of available open positions. In filling transfer positions, if teachers are equally qualified for the position, voluntary transfers shall be given priority over involuntary transfers.

B. Vacancies

1. A vacancy shall be defined as an available permanent teaching position in the bargaining unit, or an administrative position established by the Board, caused either by a promotion, resignation, or newly created position.
2. Extra-duty and extra-curricular positions shall be considered va ancies for the next school year and posted by April 15.
3. Vacancies shall be publicized for fourteen (14) calendar days by posting a written notice of such vacant position, with qualifications and job description where possible, in each school building (administrative Office, teachers' lounge, bulletin board) and sending a copy to the

Association. Such vacancy shall not be filled, except on a temporary basis, until such fourteen day posting has been accomplished. During vacation periods outside the normal school year, the notification requirement shall be filled by giving written notice to the Association, posting a copy in the superintendent's office, and inserting a copy of same in each teacher's first pay envelope following the original posting.

4. Any teacher may apply for the vacant position. In filling the position however, the Board shall consider professional qualifications, background, attainments, and other relevent factors, including service in the school district, as well as applicants from outside the school district. If two or more applicants are equal in their qualifications, the position should be filled by 1) from within the school district, and 2) by the teacher with the longest continuous service in the school district. In all appointments to administrative positions, the Board's decision shall be final.
5. If requested, unsuccessful applicants shall be given the reasons for their not attaining the position.
6. Any teacher who shall be promoted or transferred to an administrative or supervisory non-bargaining unit position and shall later resume teacher status shall be entitled to retain such seniority as he may have had under this Agreement prior to such promotion or transfer. All time served in an administrative or supervisory capacity shall be credited toward placement on the salary schedule, but not toward seniority.

C. Retirement

1. A teacher who has reached compulsory retirement age or who will reach such age during the course of the school year shall be so notified in writing no later than the third week after school begins in September.
2. A teacher who is so notified and has reached or will reach the age sixty-five (65) by the end of the school year may request an extension of the retirement age to sixty-eight (68) on a year to year basis. Such request shall be made on or before November 1 of the school year.
3. The teacher shall be notified in writing, within thirty (30) days of his request as to whether or not the request will be granted.
4. If the request is granted, it will be dependent upon the teacher passing a complete physical examination from his physician at his personal expense.

5. The teacher shall then be recommended to the Board for continued employment for the ensuing year.

ARTICLE XI

REDUCTION IN STAFF

A. The Association recognizes the right of the Board to determine monetary savings to be achieved by personnel or operation cuts to balance the budget and the right to determine the areas in which such cuts shall be made. In cases requiring a reduction of the teaching work force, the order of reduction shall be:

1. First year probationary teachers according to qualifications, certification, and seniority. Seniority shall be defined as the employee's first working day as a regularly salaried teacher in the Baldwin School District.
2. Second year probationary teachers according to qualifications, certification, and seniority.
3. Third year probationary teachers according to qualifications, certification, and seniority.
4. Tenure teachers according to qualifications, certification and seniority.

B. At each of the various levels mentioned in Paragraph A above, consideration shall be given to maintaining age, race, and sex balance on the teaching staff.

C. Any teacher on tenure whose services are terminated because of a necessary reduction in staff shall be appointed, according to seniority, to the first vacancy in the school district for which he is qualified and certified. Recall shall be in reverse order of lay-off immediately after the financial crisis which precipitated the lay-off is resolved.

D. If for any reason the Board anticipates a reduction in staff, it shall, at least twenty (20) days prior to taking formal action, consult with the Association to receive recommendations regarding priorities and procedures to be followed. The Board and the Association agree that in the event of a substantial decrease in revenues occurs later than sixty (60) days prior to the last teaching day of the previous fiscal year, then as an alternative to reduction in staff, all teaching and administrative personnel may be continued at 85% of their contracted salaries for the duration of the financial crisis until the budget for the current fiscal year is balanced;

provided the budget for the current fiscal year can be balanced by reducing salaries as prescribed in this section, and the Association agrees that student and teacher welfare is best served by application of this section.

E. In the event that it becomes necessary to reduce the number of teachers through lay-off of employment, or to reduce the number of teachers in a given subject area, field, or program, or eliminate or consolidate position (s), the Board shall determine the order of lay-off, however, such action shall not be contrary to the priorities under the Tenure Act and as prescribed by Paragraphs A and B above. The Board shall give forty-five (45) days notice of layoff to the individual teacher involved by certified mail from the Superintendent's Office.

F. It is further agreed that any lay-off pursuant to this Article shall automatically terminate the individual employment contract of all laid off non-tenure teachers and tenure teachers and shall suspend for the duration of the lay-off the Board's obligation to pay salary for any teacher's individual or supplemental employment contract under this collective bargaining Agreement. Board contributed fringe benefits will be paid for the remainder of the teachers' individual contract year.

G. The Board shall give written notice of recall from lay-off by sending a registered or certified letter or telegram to said teacher at his last known address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with lay-offs, recall or other notice to the teacher. If a teacher fails to report for work within ten (10) calendar days from the date of receipt of the recall, unless an extension is granted in writing by the Board, said teacher shall be considered as having voluntarily quit and shall thereby terminate his individual employment contract and any other employment relationship with the Board.

ARTICLE XII

COMPENSABLE LEAVE

A. At the beginning of the school year, each teacher shall be credited with ten (10) days of Compensable Leave. This benefit will be prorated for teachers hired after the beginning of the school year. Each teacher shall be entitled to an accumulation, not to exceed one hundred twenty (120) days, of the unused portion of each years' Compensable Leave which shall be available to him in future years. In addition, each teacher shall be credited with four personal business days per year.

B. Compensable leave shall be granted in accordance with the schedule specified herein, subject to the following conditions:

1. Personal Illness: Bonafide physical or mental incapacity of the teacher to report for and discharge his duties to the extent of unused days of credit.
2. Illness or serious injury in the immediate family: Absence necessitated because of the personal attendance of the teacher. (Immediate family shall include the teacher's spouse, children, parents or foster parents, parents-in-law, brothers, sisters and any other person for whose financial or physical care he is principally responsible.)
3. Bereavement: Leave up to a maximum of five (5) days when required, will be granted in case of the death of a teacher's father, mother, father-in-law, mother-in-law, spouse, children, brother, sister, grandparents, or grandchildren.
4. Funerals: One day leave may be granted for funerals for persons other than those in the immediate family. One additional day shall be granted for funerals held more than 250 miles from Baldwin.

C. A teacher taking personal leave shall file notice of his intent to take such leave with his principal or other immediate supervisor at least two (2) days prior to the date of such leave (except in cases of emergency). Notice shall include a statement of the reason for such leave. Personal leave shall not be used for:

1. First or last week of each semester or the day before or the day after a holiday or vacation (except in an emergency as determined by the building administrator).
2. Other employment or seeking new employment.
3. Recreational pursuits, shopping or pleasure trips with spouse.

D. At the discretion of the superintendent, personal leave may be cancelled if the number of substitute teachers available is insufficient. In such cases, as many of the leave days applied for as is possible will be granted on a first come first-served basis. Personal leave days shall be prorated to teachers on the following system:

1. Teachers hired at the beginning of the school year - Post 4 days.
2. Teachers hired after the ninth week of the first semester - Post 3 days.
3. Teachers hired at the beginning of the second semester - Post 2 days.
4. Teachers hired after the third week of the second semester - Post 1 day.

E. The superintendent may request a physician's statement for an absence of five (5) or more consecutive days duration, or a consistent sustained pattern of absence due to illness.

F. Personal, excused absences, without payroll or Compensable Leave deduction, may be authorized by the superintendent for affairs relative to community service, or for professional improvement such as approved conferences, visitations to other schools, or M.E.A.'s Professional Development Academy. Substitutes shall be provided for teachers released for this purpose.

G. The Board agrees at all times to maintain an adequate substitute list. Except in cases of emergency, teachers will notify the designated person of unavailability for work by 7:00 a.m. It shall then be the responsibility of the administration to arrange for a substitute. Each teacher shall state the type of leave he is taking when he gives notice of taking such leave. Each teacher will provide written lessons to be utilized during any absence.

H. At the beginning of every school year, the Association shall be credited with twenty (20) days to be used by teachers who are officers or designated representatives of the Association. The Association agrees to notify the Board or its agent no less than forty-eight (48) hours in advance of taking such leave. No more than two teachers shall use this leave on the same date.

I. Upon a teacher's termination of employment with the school district, when such employment has equalled or exceeded five (5) years, the school district shall pay one-half (½) of all sick days accumulated to a maximum of twelve and one-half (12½) days at a rate of thirty (30) dollars per day.

ARTICLE XIII
LEAVES OF ABSENCE

A. Except as provided by law or specifically stated to the contrary herein, all leaves of absence shall be without pay, without fringe benefits, and without salary increment credit.

B. Any teacher whose personal illness extends beyond the period compensable under Article XII of this Agreement, (Compensable Leave), shall be granted a leave of absence without pay for medically certified reasons of health, which, in accordance with general school laws may not exceed one year from the date granted by the Board. Annual extensions of such leave may be granted by the Board upon written request of the teacher and medical certification. A teacher

anticipating extended illness may be granted such leave prior to the expiration of his accumulated compensable leave days, and upon returning from sick leave, will have the unused portion of his accumulated compensable leave reinstated. Prior to return from a leave of absence for reasons of health, the Board may require the teacher to provide a certificate of good physical and/or mental health. The Board reserves the right to have teachers returning from such leave promptly examined by a doctor of its choice at Board expense.

C. Provided that sufficient replacement can be made and at least three (3) month's written notice is given, the Board may grant one (1) year (school year) leave for full-time participation in the Peace Corps, Teacher's Corp, full-time academic study, elected public office, or office in a professional organization. To qualify, the teacher must have achieved tenure and certify return at the end of such leave. Leave pursuant to this paragraph will be credited to salary schedule increment.

D. Maternity Leave

1. Extended Maternity Leave

a. A leave of absence without pay shall be granted for up to twelve (12) months for the purpose of maternity. Provided however, in the event a 12 month leave would expire during a semester in progress, the leave shall automatically be extended to the beginning of the next regular semester.

b. Any teacher considering leave shall notify the school administration of the pregnancy no later than the fifth month of the condition.

c. 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.

d. The application for such leave shall be received by the superintendent no later than sixty (60) calendar days prior to the anticipated date of such leave and shall include a statement of the anticipated date on which the teacher wishes to commence the leave.

e. A teacher on leave under the above conditions wishing to return to duty shall file a written notice with the superintendent not more than ten (10) months after commencing leave.

2. Temporary Maternity Leave

Temporary maternity leaves shall be granted for up to 45 calendar days upon notice by the teacher to the superintendent at least sixty (60) calendar days prior to the anticipated date of the outset of such leave. Provided the teacher complies with the applicable terms of Paragraph 1 above.

3. It is understood by the parties that a teacher at her option may utilize any or all of her accumulated Compensable Leave days prior to the outset of maternity leave.

E. Military leave will be granted based upon statutory provisions.

F. Leave for other purposes:

1. Absence for jury or witness service: In such cases an employee will be paid the difference between his pay for that duty and his regular pay provided he has cooperated with school officials in attempting to obtain a postponement from such service for the period of the school year. This section shall be rendered null and void if said court appearance is a result of or in connection with other employment held by the teacher.

2. National Guard emergency call-up: In such cases a teacher will be paid the difference between his pay for that duty and his regular pay for up to ten (10) working days providing proof of service and pay are submitted to the superintendent of schools.

3. Leaves of absence with pay for up to three (3) days per year not chargeable against Compensable Leave shall be granted in connection with an appearance before a court or an administrative agency when subpoened (as a witness) in any case connected with the teacher's employment or the school, except that leave pay shall not be granted in connection with unfair labor practice hearings involving the Board and the Association.

4. When attending any function when so directed by the Board.

G. A teacher returning from a leave of absence must notify the superintendent of schools at least one (1) month prior to the expiration date of the leave or the date of return in order to permit planning, scheduling, and placement. Upon return from leaves of absence for personal illness or reasons of health, the teacher shall, at his request, be returned to the same position held prior to leave provided that the leave does not exceed sixty (60) school days or

the date of return does not fall within the last thirty (30) days of the school year. Reasonable attempts shall be made to place the teacher in a position commensurate with the teacher's certification, training and experience.

ARTICLE XIV

PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

A. Any teacher who is a member of the Association, or has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of Professional Dues in the Association which sum shall be in the amount of $153.00 for the school year 1974-75, and shall thereafter be established by the Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the second regular check of the teacher each month for ten months beginning in September and ending in June. Any teacher who shall not perform services for any entire month of the school year shall have his dues reduced by one-tenth of the yearly dues for such entire month he did not render service, except where failure to perform service for any month was a result of the teacher taking any leave of absence or sick leave provided by this contract.

B. It is recognized that the proper negotiation and administration of collective bargaining agreements entail expense which is appropriately shared by all teachers who are beneficiaries of such agreements. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of employment shall, as a condition of employment, pay as a Representation Benefit Fee to the Association an amount equal to the Professional dues of the Association, provided, however, that the teacher may authorize payroll deductions for such fee in the same manner as provided in the preceding paragraph A. In the event that a teacher shall not pay such fee directly to the Association or authorize payroll deductions, as provided in the preceding paragraph, the Board shall cause termination of employment of such teacher. The parties expressly recognize that failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

C. The procedure in all cases of discharge for violation of this Article shall be as follows:

1. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.
2. If the teacher fails to comply, the Association may file charges in writing with the Board and shall request termination of the teacher's employment. A copy of the notice of non-compliance and proof of service shall be attached to such charges.
3. The Board, only on receipt of such charges and request for termination, shall conduct a hearing on such charges and to the extent that said teacher is protected by provisions of the Michigan Tenure of Teachers Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges shall be withdrawn. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay either the Dues or the Benefit Fee.

D. With respect to all sums of money deducted by the Board pursuant to authorization of the employee, whether Professional Dues or Benefit Fee, the Board agrees to transmit such sums to the Association no later than the fifteenth day of the month following said deductions.

E. This Article shall be effective retroactively to the date of this Agreement and all sums payable shall be determined from said date.

F. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding Paragraphs A through E of this Article of the Collective Agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as a result of said suit or action, subject, however, to the following conditions:

1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
2. The Association, after consideration with the Board, has the right to decide whether to defend any such action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.

3. The Association has the right to choose the legal counsel to defend any said suit or action.
4. The Association shall have the right to compromise or settle any claim made against the Board under this section.

ARTICLE XV

COMPENSATION

A. When a regular pay day occurs within a vacation period during the school year, checks shall be mailed to the address specified on the day prior to the regularly scheduled pay date or that pay day shall be advanced to the last day prior to the beginning of said vacation period at the option of the Board.

B. A teacher who is required as part of his assignment to use his own vehicle for transportation in order to perform regularly assigned duties shall be reimbursed at the rate of twelve (12) cents per mile. Mileage will be computed on the basis of actual miles logged and reported each month.

C. Salary Schedule Placement

1. Teachers transferring into the Baldwin School District shall be given full credit for teaching experience up to seven (7) years. Any former teacher of the Baldwin Community School District who is reemployed within a period of not exceeding five years shall be placed on the salary schedule at the next step above the one on which his salary was based when he left the Baldwin School District, or shall be given credit for teaching experience as provided in this section, whichever is greater.
2. Up to two (2) years will be allowed for honorably completed military active duty.
3. Up to two (2) years will be allowed for satisfactorily completed Peace Corp or VISTA service.
4. The maximum year's placement shall be seven (7) years.
5. The salaries shall be adjusted each semester for college credits verified no later than thirty (30) days after the beginning of such semester.

D. Salaries of teachers covered by this Agreement are set forth in Appendix A attached to and incorporated as part of this Agreement.

E. Extra duty pay will be as provided in Appendix B, which is attached to and incorporated into this Agreement.

F. The work year of teachers covered by this Agreement shall consist of 184 days as set forth in the school calendar in Appendix C, attached to and incorporated as part of this Agreement.

ARTICLE XVI

FRINGE BENEFITS

A. Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board agrees to furnish to all teachers the following insurance protection, subject to the other terms of this Agreement:

1. The Board will provide MESSA Super-Med or MASB Ultra-Med at the teacher's option. MASB Ultra-Med will be offered on a "no loss-no gain" basis with claims paid consistent with MESSA Super-Med.
2. The Board will contribute to health insurance premiums at the rates in effect August 1, 1974 through June 30, 1975, and up to 5% increase in premiums July 1, 1974 and thereafter.
3. If a man and wife are employed by the Board, only one insurance benefit will be paid.
4. The Board's insurance contribution shall begin in September of each year and continue for twelve (12) full months for full year teachers.
5. Life Insurance
   a. The Board will provide without cost to the teacher a group life insurance policy providing $5,000.00 benefit, with double indemnity in case of accidental death.
6. Conditions
   a. Board health and life insurance contributions will be prorated for teachers who are employed after the beginning of the second semester.
   b. Board fringe benefit payments will be stopped at the end of the month in which any teacher terminates his employment if such termination becomes effective before the end of the school year.
   c. Any teacher covered under another group health insurance plan will not be insured under section C above. Each teacher must annually certify that they are not so insured before Board health insurance contributions will be made.

B. For the 1974-75 school year, the Board of Education shall pay the teacher's contribution to the Teachers Voluntary Retirement Fund.

ARTICLE XVII

GRIEVANCE PROCEDURE

A. Any claim by the Association or any teacher that there has been a violation misrepresentation or mis-application of the terms of this agreement shall be

defined as a grievance and shall be resolved through the procedures set forth herein.

B. All time limits set forth herein shall consist of school days. Time limits are to be extended upon good cause shown or upon mutual consent of the parties. It is understood that the time limits set forth herein or agreed upon shall be considered substantive and failure to conform to them shall mean default by the party failing to conform.

C. The Board agrees that the Association may designate building representative and an alternate building representative who shall be teachers. The Association will furnish the Board with the names of its building representative, alternates, and grievance chairman and such changes as may occur from time to time in such personnel so that the Board may at all times be advised as to the authority of the individual representatives of the Association with whom it is dealing. Until the Board has received written notice from the Association, it shall not be required to deal with such teachers purporting to be representatives. It is understood that whenever possible, grievance problems will be handled at times other than when the teacher is at work. In the event, however, in the handling of a grievance, it becomes necessary for the building representatives to leave his work he shall first obtain permission from his supervisor or principal. The privilege of the building representative leaving during their working hours without loss of time or pay is subject to the understanding that such time will be devoted to the proper handling of the grievance; will be done as expeditiously and with as little interruption of work as possible; must not leave any students unattended and that the privilege will not be abused. The building representative shall return to his work as promptly as possible and upon returning shall report at once to his principal.

D. STEP 1

Any teacher who believes he has a grievance may present such grievance on an informal basis with his immediate supervisor. The building representative may be present at this informal conference if requested. If the grievance is not resolved, the matter shall be reduced to writing by the grievant and submitted to his supervisor. The grievance must be reduced to writing two (2) days from the time of the discussion between the grievant and his supervisor. In the event the grievance involves more than one grievant or is filed by the Association, it must be filed with the appropriate supervisor who could remedy

the alleged grievance. No grievance shall be processed unless it is presented at Step 1 within five (5) days of its occurrence or knowledge of its occurrence. Within five (5) days after the presentation of the written grievance, the supervisor shall give his answer in writing to the grievant and the Association.

STEP 2

In the event that the grievant is not satisfied with the disposition of the grievance, he may submit an appeal within five (5) days to the superintendent of schools or his designee. Such appeal shall be in writing. Within five (5) days of receipt of such request for appeal, the superintendent or his designee shall hold a meeting in an attempt to resolve the alleged grievance. Only the necessary persons to the grievance shall be present at such meetings. Within five (5) days upon conclusion of the meeting, the superintendent or his designee shall present the Association Grievance Chairman with a written answer to the grievance.

STEP 3

If the alleged grievance is not settled at STEP 2, it may be referred in writing to the Board of Education within five (5) days after the date of the answer by the superintendent in STEP 2, or upon referral by the superintendent. The Board, or a committee thereof, shall hold a hearing, or otherwise investigate the grievance or prescribe such other procedure as it may deem appropriate for consideration of the grievance. The Association shall have an opportunity to present its views at this STEP. The Board, or committee thereof, shall render a decision on the grievance and present it in writing to the Association within twenty-five (25) days after the date the matter was referred to the Board of Education.

STEP 4

If the alleged grievance is not settled at STEP 3, the matter may be referred to arbitration within ten (10) days from the date of the Board's decision at STEP 3. The arbitrator shall be chosen in accord with the rules set forth in Voluntary Labor Arbitration Rules of the American Arbitration Association as Amended and in Effect, January 1, 1970.

The arbitrator shall render no decision which would require or permit action in violation of Michigan School Laws. The arbitrator's fees and expenses shall be shared by the Board and the Association equally except either party requesting special services of the arbitrator shall bear the full cost of such services.

Both parties agree that the arbitrator's decision is binding and may be enforced in any court of competent jurisdiction.

In the event that the grievance being filed pertains to the dismissal of a probationary teacher or to the extension of the probationary period, both parties agree that the grievance will be filed at the arbitration level and within ten (10) days of the time the probationary teacher has been notified in writing of either of the above actions.

E. The filing of the grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final resolution of the grievance.

F. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discussing and having it resolved informally with the Board; provided that the Association be given the opportunity to be present at the hearings or meetings of such grievance and that the final decision by the Board is not inconsistent with the terms of this Agreement.

G. It is understood by the parties that no grievance shall be filed or based upon any prior or previous agreement or upon any alleged grievance occurring prior to the effective date of this Agreement.

H. Commencing forty-five (45) calendar days prior to the last working day for teachers all days referenced in this article shall be calendar days. At each step, the Association shall inform the Board this limitation is in effect.

I. The arbitrator shall have no power or authority to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement and shall not substitute his judgment for that of the Board.

ARTICLE XVIII

CONTINUITY OF OPERATIONS

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations.

Inasmuch as the parties have removed the cause of such disruptions by instituting a comprehensive Grievance Procedure which culminates in binding arbitration, the parties therefore pledge:

A. The Association agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike, as said term is defined by the Public Employment Relations Act.

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

ARTICLE XIX

RIGHTS OF THE BOARD

It is expressly agreed that the Board reserves all responsibilities, powers, rights and authority vested by law and the Michigan Constitution except those which are expressly relinquished herein by the Board. Such rights reserved to the Board shall include by way of partial illustration the right to:

1. Manage and control its business, its equipment, and its operations.
2. Continue its rights, policies, and practices of assignment and direction of its personnel and scheduling.
3. The right to direct the working forces, including the right to hire, promote, discipline, transfer, and determine the size of the work force.
4. Determine the services, supplies, and equipment necessary to continue its operations.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, including health conditions.
7. Determine over-all goals and objectives as well as the policies affecting the educational program.
8. Determine the administrative organization, its functions and authority.
9. The matters contained in the Article, except where specifically qualified elsewhere in this Agreement, are not subject to further negotiations between the parties during the term of this Agreement. In the event any difference arises with regard to any matter contained in this Article, and such matter is referred to arbitration, the arbitrator shall first be required to determine whether or not the Board's action leading to such difference was protected by this Article and, if so, shall deny the grievance.

ARTICLE XX

MISCELLANEOUS PROVISIONS

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

B. The Board 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 for all pupils.

C. This Agreement shall be exclusively between the Board and the Association and not dependent upon approval of any other organization.

ARTICLE XXI

DURATION OF AGREEMENT

A. This Agreement incorporates the agreement reached by the parties on all issues which were subjects of negotiation. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in writing as an amendment to this Agreement.

B. This Agreement shall be effective as of August 2, 1974, and shall continue in effect until August 31, 1975.

Baldwin Community Schools
Board of Education

By _____
President Date

By _____
Secretary Date

Baldwin Education Association

By _____
President Date

By _____
Secretary Date

APPENDIX A

1974-75 SALARY SCHEDULE

STEP	BA	BA+18	BA+24
0	8325.00	8525.00	8629.00
1	8741.25	8959.77	9064.88
2	9157.50	9394.54	9504.76
3	9573.75	9829.31	9944.64
4	9990.00	10264.08	10384.52
5	10406.25	10698.85	10824.40
6	10822.50	11133.62	11264.28
7	11238.73	11568.39	11704.16
8	11655.00	12003.16	12144.04
9	12071.25	12437.93	12583.92
10	12487.50	12872.75	13023.75
INDEX	1.50	1.51	1.51

MASTER's DEGREE

STEP	MA	MA+15
0	8825.00	9025.00
1	9283.90	9512.35
2	9742.80	9999.70
3	10201.70	10487.05
4	10660.60	10974.40
5	11119.50	11461.75
6	11578.40	11949.10
7	12037.30	12436.45
8	12496.20	12923.80
9	12955.10	13411.15
10	13414.00	13898.50
INDEX	1.52	1.54

1974-75

APPENDIX B

EXTRA DUTY PAYMENT SCHEDULE

EXTRA DUTY	PERCENT OF BA MINIMUM
Athletic Director	10
Head Basketball (boys)	12
Head Basketball (girls)	10
Head Football	10
Head Baseball	8
Head Track (boys)	8
Head Track (girls)	8
Assistant Football	7
J. V. Basketball (boys)	10
J.V. Basketball (girls)	7
J.V. Football	6
Jr. High Sports (boys & girls)	
a. Basketball	5
b. Other	4
Elementary Sports (boys and girls)	
a. Basketball	4
b. Other	3
Intramural Basketball (boys & girls)	5
Freshman Basketball (boys and girls)	6
Golf (boys and girls)	5
Cheerleader Coach	6
Pep Club Sponsor	1
Student Council - Senior High	5
Student Council - Junior High	3
Yearbook Advisor	5
Newspaper	5
Band Director	10
Play Director (per production)	2
Audio-Visual Coordinator	6
Ski Club	2
Science Fair	2
Senior Class Sponsor	3
Junior Class Sponsor	2
Sophomore Class Sponsor	1
Freshman Class Sponsor	1
Co-op Coordinator	3
Special Education	10
Volleyball (girls)	7
Varsity Softball (girls)	6
J.V. Baseball	6
Cross Country	7

APPENDIX C

1974-75 SCHOOL CALENDAR

August 19 through 23, 1974	Inservice for all Aides
August 28, 29, 30	Inservice for all Teachers & Aides
September 3, 1974	First Day for Teachers
September 4, 1974	First Day for Students
November 28-29	Thanksgiving Recess
December 20 p.m.	Christmas Vacation
January 2, 1975	School Reopens
January 24, 1975	End of First Semester
January 27, 1975	Beginning of Second Semester
February 28	Inservice Workshop
March 28 p.m.	Spring Vacation Begins
April 7	School Reopens
May 12	Inservice Day
May 26	Memorial Day
June 6	Last Day for Students
June 7	Last Day for Teachers

1974-75

APPENDIX D

GRIEVANCE REPORT FORM

Grievance # _____ BALDWIN SCHOOL DISTRICT

GRIEVANCE REPORT

Submit to Principal in Duplicate

DISTRIBUTION OF FORM

1. Superintendent
2. Principal
3. Association
4. Teacher

BUILDING	ASSIGNMENT	NAME OF GRIEVANCE	DATE FILED

STEP I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

_____

_____

2. Relief Sought _____

_____

_____

SIGNATURE DATE

C. Disposition by Principal _____

_____

_____

SIGNATURE OF PRINCIPAL DATE

D. Position of Grievant and/or Association _____

_____

SIGNATURE DATE

ATTACH ADDITIONAL SHEETS
AS NECESSARY

APPENDIX D (cont.)

STEP II

A. Date Received by the Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

_____

_____

_____ | _____

Signature Date

C. Position of Grievant and/or Association _____

_____

_____ | _____

Signature Date

STEP III

A. Date Received by Board of Education or Designee _____

B. Disposition by Board _____

_____

_____

_____ | _____

Signature Date

C. Position of Grievant and/or Association _____

_____

_____ | _____

Signature Date

STEP IV

A. Date Submitted to Arbitration _____

B. Disposition & Award of Arbitrator _____

_____

_____

_____ | _____

Signature Date of Decision

ATTACHED ADDITIONAL SHEETS
AS NECESSARY

MICHIGAN EMPLOYMENT RELATIONS COMMISSION
MEDIATION DIVISION - SUMMARY REPORT

Box 2

MEDIATOR WHEELER J. WITTE

CASE NO. G75 G-759 DATE OPENED July 9, 1975 CLOSED 9-8-75

1. EMPLOYER BALDWIN COMMUNITY SCHOOLS Baldwin (CITY) Lake (COUNTY)

2. UNION Baldwin Education Association

3. SOURCE OF CASE:
(1) XXX Union
(2) ____ Employer
(3) ____ Joint
(4) ____ Board Motion
(5) ____ Cert.NLRB or MERC

4. TYPE OF NOTICE:
(1) ____ Taft Hartley
(2) ____ 10-day
(3) XXX PERA
(4) ____ Hospital
(5) ____

5. TYPE OF DISPUTE:
(1) ____ Initial Cont.
(2) XXX Cont. Renewal
(3) ____ Cont. Reopening
(4) ____ Grievance
(5) ____

6. PUBLIC EMPLOYERS:
(1) XXX Schools-Teachers
(2) ____ Schools-Non-Teachers
(3) ____ City
(4) ____ County
(5) ____ Hospital
(6) ____ Fire
(7) ____ Police
(8) ____

7. PRIVATE EMPLOYERS:
(1) ____ Manufacturing
(2) ____ Construction
(3) ____ Pub. Ut., Comm.,TR
(4) ____ Retail
(5) ____ Wholesale
(6) ____ Services
(7) ____ Mining
(8) ____ Hospital
(9) ____

8. APPROXIMATE NUMBER OF EMPLOYEES:
(1) 50 Bargaining Unit
(2) ____ Establishment

9. WORK STOPPAGE:
From: ____
To: ____

G75 G-759

10. ISSUES INVOLVED:
1. X Wages
2. ____ Union Security
3. ____ Seniority
4. ____ Grievance Proced.
5. ____ Arbitration
6. ____ Vacations, Holidays
7. ____ Hours, Overtime
8. X Pens., Ins., Welfare
9. X Management Rights
10. X Duration of Contract
11. ____ Job Classification
12. X Working Conditions
13. ____

11. ACTIVITY:
1. JOINT Conference DATES 8-7-1975 8-5-1975
2. SEPARATE Conference DATes ____
3. FACT FINDING ____
4. ELECTION RESULTS: (1) ____ Last Offer (2) ____ Offer Accepted (3) ____ Offer Rejected (4) ____ Strike Authorized

12. FEDERAL PARTICIPATION:
(1) ____ JOINT Conferences
(2) ____ SEPARATE Conferences
(3) ____ COMMISSIONER(S) ____ (Name)

13. BASIS FOR CLOSING:
(1) X Agreement
(2) ____ Withdrawn by parties or no further need for mediation
(3) ____ Compulsory Arbitration, Police or Fire
(4) ____ Agreement to Arbitrate
(5) ____ Inactivity
(6) ____

ERC-SR
Rev. 8/71

July 9, 1975
WITTE

KEITH NOLAN, Director

Case No. 675 C-759

Baldwin Community Schools
Fourth Street
Baldwin, Michigan 49304
Attn: Dr. Patricia Didol, Supt.

Baldwin Education Association
P. O. Box 175
Baldwin, Michigan 49304
Attn: Mr. Ted Hall

MEDIATOR'S CASE ACTIVITY LOG

Record the date and activity in the case. In mediated cases, give features of settlement—wages, length of contract, etc.

Date	ACTIVITY
8-7-75	Caucus commenced at 7:30pm - The bargaining committee in my estimation lacked the necessary knowledge and or ability to bargain ~~eff~~ across the table so I recommended a one to one as Mr. Bishop of the state assoc of school Bds and Mr. Hartman of the MEA are capable negotiators - I made this recommendation following a joint or face to face preliminary - which I followed up with separate caucuses with the two groups. the parties appeared deadlocked
8-8-75	at 4 AM with small differences between them approx $3,000 so I rejoined them and informed the parties that if we broke off I believed all informal progress would be lost and the parties would retrogress badly - also FACT FINDING WOULD NO longer be AVAILABLE IF the LEGISLATION WAS PASSED ALLOWING STRIKES [my opinion] the TEACHER ASKED to CAUCAS AND IN JUST A FEW MINUTES ADPROVED the "impromptu" POSITION THAT HAD come

it been developed with the mediator working with the two chief negotiators in non binding exploratory session

If the tentative agreement had not been reached both parties would have remained at the position they had at impasse prior to calling for mediation.

I am convinced we could not have reached tentative agreement dealing with the two fully complemented bargaining teams.

8/73)

with 1975 1759

STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION
MEDIATION DIVISION

NOTICE OF STATUS OF NEGOTIATIONS-PUBLIC EMPLOYMENT

STRUCTIONS: Submit this form at least 60 days before the expiration date of a collective rgaining agreement involving public employees to the Employment Relations Commission. This tice is required by Sec. 7(2) of Act 336 Public Acts of 1947, as amended by Act 25 Public Acts 73.

Name and Address of Public Employer: | Phone No.

Baldwin Community Schools
Fourth St.
Baldwin, MI 49304 | 616/745-4791

Name and Title of Official to communicate with:
Address (If different from above) | Phone No.

Dr. Patricia Bidol, Superintendent | 616/745-4791

Name and Address of Labor Organization: | Phone No.

Baldwin Education Association
P.O. Box 176
Baldwin, MI 49304 | 616/745-4945

Name and Title of Official to communicate with:
Address (If different from above) | Phone No.

Mr. Leo Hall, PN Chairperson | 616/745-4945

Number of Employees covered by the agreement: 50

Description of bargaining unit:

Teachers and other professional personnel.

Expiration or reopening date of agreement: 8/31/75

Status of negotiations (Use separate sheet if necessary)

The status of negotiations is not clear at this time. Detailed descriptions will be forwarded with a specific request for mediation.

Name, Title and Address of Official filing this notice: | Phone No.

David Hartman, Area Director
Michigan Education Association
P.O. Box 98, 102 S. Main St.
Scottville, MI 49454 | 616/757-3763

David Hartman
Signature of Official

June 30, 1975
Date

memo

To: Local Association Presidents

From: Negotiations Research

Date: April 1975

Re: Notice of Status of Negotiations Form

SUBMIT THIS FORM 60 DAYS PRIOR TO THE EXPIRATION DATE OF YOUR CONTRACT TO THE MERC OFFICE THAT SERVES YOUR COUNTY (see listing below).

DETROIT
Plaza Bldg., 14th Floor
1200 Sixth Avenue
Detroit, MI. 48226

Arenac
Bay
Genesee
Gladwin
Huron
Lapeer
Macomb
Midland
Monroe
Oakland
Saginaw
Sanilac
St. Clair
Tuscola
Washtenaw
Wayne

LANSING
Dept. of Labor Bldg.
300 E. Michigan Ave.
Lansing, MI. 48926

Berrien
Branch
Calhoun
Cass
Clinton
Eaton
Hillsdale
Ingham
Jackson
Kalamazoo
Lenawee
Livingston
Shiawassee
St. Joseph
Van Buren

GRAND RAPIDS
400 Michigan Trust Building
Grand Rapids, MI. 49502

Alcona
Alpena
Alger
Allegan
Antrim
Baraga
Barry
Benzie
Charlevoix
Cheboygan
Chippewa
Clare
Crawford
Delta
Dickinson
Emmet
Gogevic
Grand Traverse
Gratiot
Houghton
Ionia
Iosco
Iron
Isabella
Kalkaska
Kent
Keewenau
Lake
Leelanau
Luce
Mackinac
Manistee
Marquette
Mason
Mecosta
Menominee
Missaukee
Montcalm
Montmorency
Muskegon
Newaygo
Oceana
Ogemaw
Ontonagon
Osceola
Oscoda
Otsego
Ottawa
Presque Isle
Roscommon
Schoolcraft
Wexford

/jmb

STATE OF MICHIGAN

DEPARTMENT OF LABOR

EMPLOYMENT RELATIONS COMMISSION

400 TRUST BLDG., GRAND RAPIDS, MICHIGAN 49502 PHONE 459-3531

WILLIAM G. MILLIKEN, Governor

KEITH MOLIN, Director

July 9, 1975

WITTE

PERA CASE NO. G75 G-759

Baldwin Community Schools
Fourth Street
Baldwin, Michigan 49304
Attn: Dr. Patricia Bidol, Supt.

Baldwin Education Association
P. O. Box 176
Baldwin, Michigan 49304
Attn: Mr. Leo Hall

Gentlemen:

We have been advised that you are engaging in or are about to engage in collective bargaining which may render mediation advisable under the Public Employment Relations Act.

Mediator WHEELER J. WITTE has been assigned to assist you in arriving at a voluntary settlement of any differences which may exist between you. He may be reached by calling (616) 459 - 3531. Will you please contact him in the event you have any questions about this or related matters?

Should you request the assistance of the mediator assigned, he will endeavor to fulfill your request as quickly as possible. You can assist him in his preparation by completing the attached form and returning it immediately. The information will be kept strictly confidential.

Thank you for your cooperation.

Very truly yours,

Robert G. Howlett,
Chairman

Attach:

July 25, 1975

MICHIGAN EDUCATION ASSOCIATION
Box 28
Scottville, Michigan 49454
616/757-3763

Mr. Wheeler Witte, Mediator
Michigan Employment Relations Commission
400 Trust Building
Grand Rapids, Michigan 49502

Re: Baldwin Community Schools

Dear Mr. Witte:

A communication received earlier this year from the Michigan Employment Relations Commission indicated that you had been assigned as mediator for the Baldwin Community Schools District. Please be advised that the Baldwin Board of Education's negotiators, at last evening's bargaining meeting, declared an impasse on salary and calendar. Mr. Harry Bishop, the Board's spokesperson, indicated that he would be notifying your office of the impasse.

The Baldwin Education Association's PN team feels that the Board's request for mediation services at this point may be premature. The July 24th meeting was the first actual bargaining session, and most non-economic items have not been discussed. The Board's representatives, however, declared an impasse and refused to schedule another meeting to discuss either the items which they declared at impasse, salary and calendar, or the other non-economic items still to be considered.

Mr. Leo Hall is chairperson of the Baldwin EA's PN Committee. His address and phone number are as follows:

Mr. Leo Hall
P.O. Box 176
Baldwin, MI 49304
Phone: 616/745-4945

If we can provide other required information, please call the Area MEA Office in Scottville, 616/757-3763.

Thank you for your attention to this matter.

Sincerely,

Dave Hartman
MEA Area Director

mjk
cc: Baldwin PN Committee Members

II Baldwin School -

the Artec with language which implies continuation of SR pension contribution of 1974-1975 agreement -

8-8-75

3:20 AM

Calendar at Faculty proposal

all non academics agreed

tentative agreement on all issues

2 year agreement

Fringe Benefit

Bd J w/ prop
Baldwin
Schools

Article XVI

Delete Par A1 & A2.

New Par A.1.
The Board will provide MESSA Super Med or MASB- Ultra Med at the teachers option.
The Premium rate subsidized by the Board will be the equivalent rate of the MASB ULTRA Med program. Teacher election of any plan that is in excess of the MASB ULTRA MED rate will require payroll deduction for excess premiums.

Delete Par B

In Brief

Baldwin School

Baldwin Ed Assoc
8-7-1975
7.30 pm

w/ Headings

2 bargaining sessions in Baldwin schools
today — he Assoc feels moderation in
premature — will agree

Calendar impasse
Salary discussed — impasse
Exclusive proposal not discussed at
this time —
Non Economic issues offered to be
withdrawn if Bd Ed would reciprocate —

teacher assignment —
Evaluation
Staff Reduction etc

w/ Budget 9% include increment —
49 + ?
Step 11 added by Bd to add to offer —

INSURANCE ?

3 issues — Dental — Calendar — Salary Reduction
MESA Supervisor full family —
$5,000 life waiver health life

TO: Baldwin Schools Board of Education Negotiators
FROM: Baldwin Education Association Negotiations Committee
DATE:
SUBJECT: PROPOSAL RE: ARTICLE XVI, FRINGE BENEFITS 1975-76

ARTICLE XVI, FRINGE BENEFITS

Section A

Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board agrees to furnish to all teachers the following benefits:

1. The Board will provide, without cost to the employee, full family MESSA Super Med 2.

2. In lieu of health insurance coverage as provided above, employees may apply the equivalent of an individual employee's MESSA Super Med 2 premium each month toward any of the MESSA Options. If a husband and wife are both represented by the bargaining unit, one will be eligible for MESSA Options as provided above.

3. The Board shall provide the MESSA Dental Care program for all employees represented by the bargaining unit and their eligible dependents, Plan E, Classes I and II (80% - 80%).

4. The Board will provide without cost to the teacher, a separate group life insurance policy providing $5,000 in benefits, with double indemnity in case of accidental death.

5. For the 1975-76 school year, the Board shall continue to pay each teacher's contribution to the Michigan Public School Employees Retirement Fund.

6. Conditions:

   (a) Board-sponsored fringe benefits will be provided for a full twelve month period commencing September 1st of each year for health/options and life insurance coverage, and for twenty-four months for dental insurance commencing on September 1st.

   (b) Board-sponsored fringe benefits will be prorated for teachers who are employed after the beginning of the second semester.

   (c) Board-sponsored fringe benefits will be stopped at the end of the month in which any teacher terminates his employment, should such termination become effective before the end of the school year.

BA	BA+18	BA+24
9400	0 9588	0. 9776
9,917	1. 10124.93	1. 10 323.46
10,434	2. 10 661.86	2 10 870.92
10,951	3. 11198.79	3. 11 418.38
11,468	4. 11735.72	4. 11,965.84
11,985	5. 12 272.65	5. 12,513.30
12,502	6. 12809.58	6. 13060.76
13,019	7. 13346.51	7. 13608.22
13,536	8. 13883.44	8. 14,155.68
14,053	9. 14420.37	9. 14703.14
14570	10. 14957.28	10. 15,250.56

Index 1.55	1.56	1.56
M.A	MA+15	
9964.00	0 10,152	Proposal #2
10,531.95	1 10,750.97	BEA
11,099.00	2 11,349.94	7.24.1975
11,667.85	3 11,948.91	
12 235.80	4 12,547.88	
12,803.75	5 13,146.85	
13,371.70	6 13,745.82	
13,939.65	7 14 344.79	Bound ed Copie
14,507.60	8 14,943.76	
15075.55	9 15,542.73	
15643.48	10 16,141.68	
1.57	1.59	