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MASTER AGREEMENT

between the

BARAGA TOWNSHIP BOARD OF EDUCATION

and the

BARAGA CHAPTER

of

MICHIGAN EDUCATION ASSOCIATION

Baraga Township Board of Education

#2. Yes
#3. 6/14/68
#4. No
#5. No

MEA
1216 Kendall
East Lansing, Mich.
48823

OFFICE OF PROFESSIONAL NEGOTIATIONS
Michigan Education Association

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BARAGA EDUCATION ASSOCIATION AGREEMENT

This agreement entered into this day of , 1967
by and between the Baraga Township Schools hereinafter called the
"Board", and the Baraga Education Association, hereinafter called
the "Association".

WITNESSETH

WHEREAS the Board and the Association recognize and declare
that providing a quality education for the children of Baraga Town-
ship is their mutual aim and that the character of such education
depends predominatly upon the quality and morals of the teaching
service, and

WHEREAS the members of the teaching profession are particularly
qualified to assist in formulating policies and programs designed
to improve educational standards, and

WHEREAS the Board has a statutory obligation, pursuant to bar-
gain with the Association as the representative of its teaching
personnel with respect to hours, wages, terms and conditions of
employment, and

WHEREAS the parties, following extended and deliberate profes-
sional negotiations, have reached certain understanding which they
desire to memorialize,

In consideration of the following mutual covenants, it is
hereby agreed as follows:

ARTICLE I

Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure, probation and per diem appointments, classroom teachers, substitute teachers, guidance counsellors, librarians, school psychologists, advising teachers, teachers of the housebound or hospitalized, employed or to be employed by the Board whether or not assigned to a public school building, but excluding supervisory and executive personnel and office custodial and clerical employees. The term "teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this agreement. This will not prevent an individual teacher from presenting a grievance and having it corrected provided that the correction is not in violation of any terms and conditions of this agreement. A representative of the Association will be present at such meetings.

C. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association) upon such conditions as the Association shall establish.

D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II

Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of

Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association, or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, or any arbitrator appointed pursuant to the provisions of this agreement, and the Board agrees to be bound by any lawful order or award thereof.

C. The Association and its members shall have the right to use school building facilities with the approval of the administration at all reasonable hours for meetings provided they do not interfere with the normal school program. Bulletin boards and other established media of communication shall be made available to the Association and its members.

D. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will

assist the Associations in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

ARTICLE III

Professional Compensation

A. The salaries of teachers covered by this agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the one-year term of this Agreement, provided, however, that upon written notice to the other party at least sixty (60) days prior to the first day of April of every year of this Agreement, either party may request the reopening of negotiation of such salary schedule.

B. The salary schedule is based upon a normal academic year. For extra work the teacher shall be entitled to appropriate additional professional compensation. See Schedule B.

C. A teacher shall be released from regular duties without loss of salary for the purpose of participating in area or regional meetings of the Michigan Education Association.

ARTICLE IV

Teaching Hours

A. The teacher's normal teaching hours in the Baraga Township High School shall be as follows:

- (1) Teachers check in no later than 8:30 a.m.
- (2) Teachers shall leave school no earlier than 4:15 p.m.

B. The teacher's normal teaching hours in the elementary school shall be determined by the superintendent.

C. All teachers shall be entitled to a duty-free, uninterrupted lunch period in no event less than thirty (30) minutes. This shall not apply to the Keweenaw Bay School.

D. A committee of three high school teachers and the high school principal shall be appointed by the superintendent to consider mutual problems relative to the high school schedule and curriculum.

ARTICLE V

Teaching Loads and Assignments

A. The normal weekly load shall conform to the recommendation of the N. Central Association of Secondary Schools and the University of Michigan.

B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study.

ARTICLE VI

Teaching Conditions

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

A. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement all joint decisions made by its representatives and the Association. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.

B. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board so long as it is not detrimental to his performance as a teacher.

C. 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 or marital status or membership in or association with the activities of any employee organization. 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 to all pupils.

ARTICLE VII

Vacancies and Promotions

A. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting.

B. Any teacher may apply for such vacancy. In filling such a vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system of the district, and other relevant factors. An applicant with less service in the system shall not be awarded such position unless his qualifications thereof shall be substantially superior to applicants with greater service. The Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels. "Service" in the system, for purposes of the Agreement, shall mean continuous employment in a school of the district, including substitute service, irrespective of tenure status, but shall exclude all periods when the teacher was on leave for any cause.

C. Under no circumstances shall any teachers new to the system be hired who do not appear to qualify for a valid certificate and hold at least a B.A. degree from an accredited institution.

ARTICLE VIII

Leave Pay

A. All teachers absent from duty on account of personal illness or any other approved reason shall be allowed ten (10) work days sick leave per year cumulative to sixty (60) work days in any school year.

B. When a teacher retires from the Baraga Township Schools upon reaching legal retirement age of the system, he shall receive full pay for one-half of his unused sick leave days.

C. Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law, shall receive from the Board the difference between the allowance under the Workmen's Compensation Law and his regular salary for the duration of the illness with no subtraction of sick leave.

D. Time necessary for attendance at the funeral service of a person whose relationship to the teacher warrants such attendance.

ARTICLE IX

Leaves of Absence

A. Any teacher whose personal illness extends beyond the period compensated under Article VIII shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Upon returning from leave, a teacher shall be reassigned to the same position, if available, or a substantially equivalent position.

B. Leaves of absence with pay shall be granted for the following reasons:

- (1) Up to two (2) days for the conduct of personal affairs, but not a day prior to or after legal holidays or for vacations except in an emergency.

- (2) Approved visitation at other schools or for attending education conferences or conventions, including Association meetings.

C. Military leaves of absence up to four (4) years without pay shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States.

Teachers on military leave shall be given the benefit of any increments and sick leave allowances which would have been credited to them had they remained in active service to the school system.

ARTICLE X

Teacher Evaluation

A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

B. Each teacher shall have the right upon request to review the contents of his own personal file; however, he may not see college placement papers or evaluation by previous supervisor. A representative of the association may be requested to accompany the teacher in such review.

C. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for an infraction of discipline or delinquency in professional performance. When a request for such

representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

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

ARTICLE XI

Protection of Teachers

A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the administration recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.

Whenever it appears to a majority of the teachers that a particular pupil requires the attention of special counsellors, social workers, law enforcement personnel, physicians or other professional persons, the administration will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

B. Any case of assault upon a teacher or vandalism to his property shall be promptly reported to the Board or its designated representative. The Board will render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

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

D. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

ARTICLE XII

Negotiation Procedures

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

B. In the event the salary schedule is reopened for negotiation, by either party, as provided in Article II of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least sixty (60) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms, and conditions of employment of teachers employed by the Board.

C. In any negotiation described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership 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.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures

it may deem appropriate, including the imposition by the Association of professional sanctions to discourage teachers from working in the absence of contract.

ARTICLE XIII

Professional Grievance Negotiation Procedure

A. Any teacher, group of teachers or the Association, believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board, or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms or conditions of employment, may file a written grievance with the Board or its designated representative. The Board hereby designated as its representative for such purpose the principal in each school building and the Superintendent of schools when the particular grievance arises in more than one school building.

B. Within five (5) days of receipt of the grievance the designated representative of the Board shall meet with the Association in an effort to resolve the grievance. Affected teachers may or may not be present at such meetings. If the meeting is with the school principal and the parties cannot agree, the grievance shall be promptly transmitted to the Superintendent, who shall have five (5) days thereafter to approve the grievance. If the grievance is

transmitted directly to the Superintendent, he shall have ten (10) days from receipt to approve or disapprove it. If the grievance shall be denied by the Superintendent, either upon review of the action of the school principal, or in the first instance, the grievance shall immediately be transmitted to the secretary of the Board, with a statement of reasons why it is being disapproved.

C. Within fifteen (15) days from receipt of the grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than twenty (20) days after its submission to the Board.

D. If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to arbitration before an impartial arbitrator, selected by the parties. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing. The Board shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the

Education Association. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

E. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.

F. The costs of any arbitration under this Article shall be paid by the Board provided that the grievance is sustained.

G. For administrative convenience, the Board may cause complaints which may be the subject of grievances under this Article first to be presented to a department head, assistant principal or other school employee, for informal processing, in an effort to reduce the number of formal grievances handled under the professional grievance procedures herein established. The parties shall mutually work out procedures for such informal processing shall not be required as a condition precedent to invoking the grievance procedure, nor shall the participation of department heads, assistant principals or other employees in such informal procedures be

deemed to be a supervisory or executive function.

ARTICLE XIV

Miscellaneous Provisions

A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they must call before 7:30 a.m. to report unavailability to work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to make every effort to arrange for a substitute teacher.

B. The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the district and the Association shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereto prior to general publication.

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

D. Any teacher who reaches 65 before June 30th of the current calendar year shall retire from the Baraga Township School system; however, at the discretion of the Baraga Township School Board any teacher who has reached retirement age may be rehired for one year and succeeding years on a one (1) year basis at his regular salary on the salary schedule, plus any fringe benefits gained by the regular teaching staff. This one year contract may be terminated at the end of any given school year.

E. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

F. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XV

Duration of Agreement

I. This Agreement shall be effective as of *Sept 6* 1967 and shall continue in effect for one (1) year until the *14* day of *June* 1968. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

II. A maximum of five (5) years teaching experience shall be credited to teachers new to the system.

III. Increments become effective at the beginning of each academic year and advancement under the salary schedule shall be automatic as of September 1 or February 1 following completion of required academic or professional courses and attainment of additional experience.

Baraga Township Board of Education

By _____
President

By _____
Secretary

Baraga Chapter of M.E.A.

By _____
Chairman

By _____
Secretary

SCHEDULE A

The following shall be the schedule of basic teacher salaries:

Yearly Step	Bachelor's Degree	Master's Degree
0	\$5,500	\$5,900
1	5,720	6,136
2	5,949	6,381
3	6,246	6,700
4	6,558	7,035
5	6,886	7,387
6	7,230	7,756

Substitute teachers shall be paid \$18.00 per day

In addition to the above base salary schedule (except for Master's Degree teachers) \$10.00 will be added for each degree credit earned toward a Master's degree after the first 10 hours.

In addition to the total of base rate plus compensation for degree credits, service bonuses will be given in accordance with the following schedule. Only service to the Baraga Township Schools will apply.

After 10 years service - Base rate + degree credits + \$100.00
 After 15 years service - Base rate + degree credits + \$250.00
 After 20 years service - Base rate + degree credits + \$400.00
 After 30 years service - Base rate + degree credits + \$500.00
 After 40 years service - Base rate + degree credits + \$750.00

\$10.00 per month on Hospitalization for those carrying Blue Cross-Blue Shield or M.E.A. insurance.

Should additional State Aid funds be provided by legislation for the 1967-68 school year for the Baraga Township Schools, 70% of such funds, up to \$600 per teacher, will be used in the improvement of teacher salaries.

SCHEDULE B

<u>Varsity Basketball</u>	<u>Yearly Steps</u>	<u>"B" Team Basketball</u>
\$ 700.00	0	\$350.00
750.00	1	375.00
800.00	2	400.00
850.00	3	425.00
900.00	4	450.00
950.00	5	475.00
1,000.00	6	500.00

<u>Varsity Track</u>	<u>Assistant Track</u>
250.00	50.00

7th & 8th Grade Basketball
150.00

Basketball Game Workers

1. Scorer - each	4.00
2. Timers - each	4.00
3. Ticket sellers - each	8.00
4. Ticket takers - each	8.00

Music

Senior Class Advisor - each	350.00
Play Director	50.00
Cheerleader advisor	100.00
	25.00
Chaperones on bus (night)	10.00
Chaperones on bus (day)	18.00
Yearbook advisor	100.00
Debate Coach	100.00
School dances - each person	10.00
Driver education (after school)	4.00 per hr.
Sick leave - 10 days per year, accumulative to 60 days.	
Personal leave - 2 days per year, not accumulative.	

Upon retirement, teachers will be paid one-half of the total number of accumulated unused sick leave days at the final rate of pay.