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COLLECTIVE BARGAINING AGREEMENT

LABOR AND INDUSTRIAL  
RELATIONS LIBRARY  
Michigan State University

between

BOARD OF EDUCATION

BARAGA TOWNSHIP SCHOOLS

and

BARAGA EDUCATION ASSOCIATION

1971-1972 School Year

Baraga, Michigan

Baraga Township Board of Education

MEA  
1216 Kendall  
East Lansing, Mich. 48823  
9/1/71-9/1/72

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BARAGA EDUCATION ASSOCIATION AGREEMENT

This agreement entered into this the            day of September, 1971 by and between the Baraga Township Schools hereinafter called the "Board", and the Barage 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 Township is their mutual aim and that the character of such education depends predominantly upon the quality and morale 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 bargain 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 professional negotiations, have reached certain understanding which they desire to confirm in this agreement.

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 sole and 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 counselors, librarians, school psychologists, advising teachers, teachers of the homebound 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. 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 may be present at such meetings if the teacher desires.

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

E. 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.

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 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 employment of any rights conferred by Act 379 or other laws of the State of Michigan or the Constitutions of Michigan and the United States of America, that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment 3.

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 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. The President of the B.E.A. shall submit a written request by 9:00 A.M. of that day to the building principal in order to use school facilities for a meeting that day. 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 Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.



E. 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.

F. The Board shall devise a handbook of School Board Policies. It shall be completed by April 6, 1971.

G. Notwithstanding their employment, teachers shall be entitled 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.

H. 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 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. Officers of the B.E.A. or invited speakers 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.

D. A maximum of seven (7) years teaching experience shall be credited to teachers new to the system.

E. 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.

F. Teachers in the Baraga Township Schools shall have the right to select one of the following options for the method of receiving their contract salary.

OPTION A Contract Salary to be divided into twenty-six (26) equal payments to be made at fourteen (14) day intervals throughout the year.

OPTION B Contract Salary to be divided into twenty (20) equal installments to be made at fourteen (14) day intervals to coincide with those paydays established in option A

OPTION C Any teacher selecting option A may receive all contract salary due for the year on the last payday of the regular business office at least two weeks prior to the last payday when desired funds are to be received.

Option C shall apply if the funds are available.

G. Any teacher who reaches sixty-five (65) years of age before June 30th of the current calendar year shall retire from the Baraga Township School System; however, at the discretion of the Baraga Township Board any teacher who has reached retirement age may be rehired for one year and succeeding years on a one (1) year bases 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.

#### ARTICLE IV

##### TEACHING HOURS

A. No teacher shall be required to check in earlier than fifteen (15) minutes before the opening of the pupils' regular school day in the morning or afternoon. Teachers are expected to be in their classroom five (5) minutes before the final bell.

1. All teachers may leave at 3:45 P.M. Teachers are encouraged to remain for a sufficient period after the close of the pupils' school day to attend to the matters which require attention at that time, including consultations with parents when scheduled directly with the teacher, except that on Fridays or on days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' day

2. The elementary school day shall begin at 8:30 A.M. and end at 3:15 P.M. The lunch hour shall be one hour long for the elementary school children.

3. The duration of the school day shall be in the high school from 8:30 A.M. to 4:45 P.M. with a forty five (45) minute lunch period giving a length of 6  $\frac{1}{2}$  hours. Unassigned time shall be considered as preparation time.

B. teachers will be in their classrooms during scheduled instruction periods, except during emergencies. Teachers will honor board policies and the provisions of the contract.

C. Consequences of teacher tardiness:

1. First offense, oral warning by building principal.
2. Second offense, written warning by building principal
3. Third offense, The building principal will notify the B.E.A. Ethics Committee, in writing.
4. Fourth offense, the teacher is docked

D. Each teacher shall be entitled to a duty free lunch period for the length of time equal to the regular lunch period of his students. All teachers shall be entitled to a duty-free, uninterrupted lunch period in no event less than forty-five (45) minutes.

E. General staff meetings shall be called when necessary by the building administrator. Such a meeting shall not be called more than once a week and shall not exceed one hour in length. These general staff meetings may be held after the regular teaching day.

F. There shall be one evening in-service training session, not to exceed four (4) hours. Teachers shall attend this session unless they are excused by their building administrator.

The Board will pay the sum of five (5) dollars once per year to a staff member who attends an additional conference in his area of teaching outside of school hours. Examples of programs that will be paid for are; Math, Science, Social Studies, Business, etc., workshops.

G. Each school building shall hold one (1) evening of parent-teacher conferences not to exceed three (3) hours. Teachers shall attend this session unless they are excused by their building administrator.

#### ARTICLE V

#### TEACHING LOADS AND ASSIGNMENTS

A. The normal weekly load shall conform to the recommendations of the North 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 areas of competence, teachers shall not be assigned except for one school year, outside the scope of their teaching certificates or their major or minor field of study.

C. A reasonable academic class size for the elementary schools shall be up to thirty (30) students.

A reasonable academic class size for the secondary school shall be up to twenty-five (25) students

"Academic" as used herein shall mean all subjects of instruction except those which of necessity or by educationally accepted practice are normally taught or handled in larger class sizes as physical education or band.

A Class Size Review Board shall be established and shall be made up of two teachers appointed by the Association and one board member and one principal. This Review Board shall be empowered to investigate complaints having to do with excessive class size and shall make recommendations for solutions to the Superintendent, and the Board of Educations. The Superintendent and the Board shall at the earliest possible opportunity, but in any event within one month act upon these recommendations.

Any elementary teacher who has an academic class which exceeds thirty(30) pupils may have this problem taken up by the Class Size Review Board.

Any secondary teacher who has an academic class which exceeds twenty-five (25) pupils may have this problem taken up by the Class Size Review Board.

This cannot be construed as an instrument to file a grievance on.

D. The administration shall make every possible effort that any classroom which has two (2) or more grade levels shall consist of at least five less students than those in one grade rooms of the grades that are split.

E. At some time before the close of the current school year, the Elementary Principal shall hold meetings with promoting and receiving teachers in order to assign students to classes for the following year. In the event that a class list shall consist of two or more grades, all promoting and receiving teachers shall be present.

In those instances where the building principal deems it necessary to make an adjustment in the original class list, he may do so after holding a subsequent conference with the promoting and possible receiving teacher.

F. In the elementary schools two teachers may be assigned bus duty. This duty shall not be in excess of once a week and shall be assigned to all elementary teachers on a rotating bases.

During normal weather conditions, the elementary bus students shall be supervised by the duty teachers on the back playground.

During inclement weather, the elementary bus students shall be supervised by the bus duty teachers in the students' regular classrooms.

G. In the elementary schools there shall be a fifteen (15) minute recess in the morning and in the afternoon for grades kindergarten through the sixth. The teachers, except the one on recess duty, shall be considered on preparation time.

H. Teachers will not be required to substitute during their conference period.

ARTICLE VI

TEACHING CONDITIONS

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

A. The procedure for taking attendance in the secondary school shall be the same as was practiced in the 1969-1970 school year.

The attendance record book ( CA10 ) shall be done at the end of each marking period by the clerical staff or teachers' aides in the elementary and secondary school.

The elementary classroom teacher shall record the daily attendance in the CA-10

B. In order to relieve the teachers of non-professional responsibilities, no teacher shall be required to collect lunch or milk money, ( if other arrangements can be made. )

C.. In the elementary schools there shall be paid adult help to supervise the lunch program.



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. As positions become available during the summer all teachers shall be notified by mail of the existance of such openings.

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 should, as a general rule, 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 continous 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. No new teacher shall be employed by the board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university.

A new teacher to be considered for employment shall possess or have filed for, or be taking six (6) semester hours leading toward a valid State of Michigan teaching certificate.

D. The Board of Education shall replace all teachers that leave the Barage Township Schools with another qualified teacher, providing that financial resources are available, and enrollment warrants the same number of teachers.

E. "Transfer" shall mean the movement of a teacher from one building to another or from elementary to secondary education or from secondary to elementary education or to another school district after these school districts have combined operations.

All reasonable efforts shall be made for the voluntary transfer of teachers before the superintendent arranges for the involuntary transfer of any teachers.

A teacher may be involuntarily transferred when there is an excess of qualified teachers in any school resulting from the ratios and/or instructional program established by the Board.

When determining which of the teachers shall be first involuntarily transferred, the deciding factor shall be length of service in the district. The teacher with the least service in this district would be involuntarily transferred first.

#### ARTICLE VIII

##### SICK AND EMERGENCY LEAVE

A. Each teacher in the system shall have ten (10) sick leave credited to his yearly account at the start of the school year. All unused days from the yearly account to be credited to the teachers cumulative account at the end of the school year with the cumulative total not to exceed sixty (60) days.

Absences for which sick days may be used

1. Personal illness

2. Emergency illness in the immediate family when necessary care cannot otherwise be arranged. The definition of emergency shall be interpreted by the administrator.

3. Quarantine

4. Transportation failure only when no other means of transportation is available.

5. Death of an immediate family member or relative.

B. 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.

C. The teacher shall be allowed two days per year for the conduct of personal business.

1. The teacher in need of such days shall notify the superintendent of such need one week in advance or as soon as it is known.

2. The personal business shall be of such nature that it can not be conducted after school or on weekends.

3. Unused personal business days shall be added to the cumulative sick leave days at the end of the year.

D. 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 in an emergency.

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

E. 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.

F. 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, or for the entire period covered by Workmen's Compensation, with no subtraction of sick leave.

## 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. 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.

C. Each teacher may request an unpaid leave of absence for any worthwhile purpose for a period not to exceed one (1) year subject to renewal at the discretion of the Board for an additional period of one (1) year. Upon the expiration of the leave period granted the teacher shall be entitled to return to the first job vacancy available for which they are qualified.

#### 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, 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 procedure hereinafter set forth.

E. The appropriate administrator shall evaluate all non-tenure teachers in his building in accordance with the following procedure and requirements:

1. He shall have at least two informal conferences with the teacher before the first official report to the superintendent which shall be submitted by December first of each school year.
2. He shall identify to the teacher any clearly observable inadequacies and offer appropriate assistance to correct such inadequacies.
3. He shall submit the final official report to the superintendent by March first of each school year. This report will include his recommendation concerning probationary or tenure status for the teacher.
4. These official reports to the superintendent shall be descriptive in form and based upon requirements and expectations established by the Board.
5. The teacher shall see and sign each of these official reports before they are sent to the superintendent.

F. A non-tenure teacher shall before being suspended, discharged or failing to have his contract renewed;

1. Have an opportunity to fully discuss the matter with his immediate supervisor and the superintendent.
2. Have the opportunity to fully discuss the matter with the Board of Education, at a closed meeting.

Suspension in the above mentioned case shall mean a period of over two (2) weeks.

G. Observations of tenure and non-tenure teachers shall be done by the appropriate building principal or Superintendent.

1. The observational report shall be completed in its entirety within two days after the observation in narrative form, no evaluation sheets shall be used.
2. The report shall consist of one original copy and two (2) carbon copies, the administration retaining the original and second carbon copy and the teacher about which the report concerns shall retain the first carbon copy.
3. The report shall be discussed in full by the observer and observee not more than three (3) days after the observation has taken place. Discussion of the observation shall be done in the appropriate administrators office. Each copy of the report shall be signed by the teacher being observed
4. The teacher to observed shall be notified two (2) school days in advance by the administrator doing the observation.

#### ARTICLE XI

##### POLICIES FOR SUPERVISING STUDENT TEACHERS

This policy for supervising student teachers is written on the premise that we as administrators and teachers will do all in our power to help prepare the finest teacher candidates possible.

1. All supervising teachers must be recommended by the building principal. This recommendation should be made to the Superintendent.

2. All supervising teachers must be tenure teachers; however, three years of teaching experience is recommended.
3. A supervising teacher shall have no more than one student teacher per year or its equivalent. An exception to this policy can be made in cases where it is requested by the sponsoring university and approved by the building principal and voluntarily accepted by the supervising teacher.
4. Whenever it is in the best interest of the student teacher, he will be assigned to no more than two supervising teachers. Clearance for this will be received from the sponsoring university.
5. There will be no more than three supervising teachers at any one time in the high school and three in the elementary school, providing one is at Pelkie. Any exceptions will be considered for approval by the building principal.
6. The first week the supervising teacher will do the majority of the teaching. The second and third week, he will be present in the classroom.
7. After the first three weeks, the supervising teacher will be expected to spend the equivalent of at least one hour daily in the classroom either teaching or observing the student teacher. Closer supervision is recommended in subjects such as shop, physical education, chemistry, etc., where there is more danger of accidents.
8. The supervising teacher and student teacher shall meet weekly to discuss problems, teaching techniques, etc., which will benefit all concerned.
9. The student teacher will be allowed to observe other teachers occasionally, with the mutual consent of the teachers concerned. 20



ARTICLE XII

CURRICULUM

A. No elementary school teacher shall be required to prepare or administer end of the semester examinations. The teacher may give an examination at the end of the semester if he so desires.

B. Each teacher's class in the fifth and sixth grades shall receive no less than 120 minutes of special subjects ( Art, Vocal Music, Physical Education) per week.

Each elementary teacher's class, except kindergarten, shall receive no less than 45 minutes of Art per week, and thirty (30) minutes of Vocal Music.

Every possible effort shall be made by the administration to secure physical education classes for the lower elementary grades

When an elementary teacher's entire class is being taught Art, Vocal Music, or Physical Education, the regular classroom teacher shall be considered to be on preparation time.

Each elementary special class period shall consist of not less than twenty (20) minutes.

C. The Board of Education realizes the importance of an Elementary Physical Education program, and will if possible, employ a full time elementary Physical Education teacher. If finances do not permit this, they will provide for an in-service training program for all elementary teachers.

D. Whenever possible, in the Barage Township Schools, all sixth graders shall have the opportunity to go camping for one school week. Elementary teachers will be involved in the planning and executing of the program.

E. The high school library shall be open every day and there will be a full time librarian.

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F. An attempt shall be made to implement an intra mural atheletic program to be made available to all girls grades seven through twelve in the school year of 1971-1972. The matter shall be referred to the athletic committee for implementation.

G. 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.

H. Religious instruction shall take place one day per week. The elementary students shall go during their lunch hour. Junior and Senior High School students will go at the beginning of the last class period of the day.

### ARTICLE XIII

#### BUILDING CONDITIONS AND TEACHING EQUIPMENT

A. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laborator equipment, audio-visual equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer once a year 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 resonable and properly equipped and maintained.

Each school building shall have a central location set aside for audio-visual equipment.

B. The make-up of the high school building being such that all classrooms can not be locked, there will be provided for each teacher in that building a desk with locking drawers for the storage of supplies, personal equipment, and materials used for teaching.

For storage of test materials and other information necessary in the classroom, but not for general knowledge, each teacher in the system shall be provided access to lock storage space for the above materials. Said teachers to be provided with the means for locking and unlocking the space provided.

C. To maintain the maximum use of teaching aids and to insure the availability of such aids, the following procedure for the repair of equipment shall be established;

1. The building principal shall provide a printed form for the teachers to fill out when requesting repair of equipment

2. Within three (3) school days the building principal shall take action on the request and the necessary steps to implement his decision.

3. If the teacher's request is denied, the teacher will be told the reason why.

D. At the commencement of each school year each teacher shall be allotted ten dollars ( \$10.00 ) to spend for miscellaneous teaching aids. Miscellaneous teaching aids in this instance shall mean such items as flash cards, educational games, records, bulletin board displays, charts magazines, newspapers, etc.

1. Since many instructional aids can be made with the proper materials the teachers in each building shall be consulted about the composition of bulk building orders. Bulk supplies in this instance shall mean such items as oak tag, chart papers, handwriting papers, large roll paper, etc.

2. Elementary classrooms shall have available maps and globes that are necessary to teach the social studies curriculum at that grade level.

3. The Board shall purchase blackout curtains for the elementary multi-purpose room when funds are available.

E. The Board recognizes that quality education entails much preparation on the part of teachers outside of the regular school day. Therefore, the Board agrees to the following procedure so as to encourage teachers to make use of the school building after regular school hours, in order to further that end.

The teacher upon request shall be provided with a key to the outside entrance door of the building to which he is assigned. Such a key must be returned to the building administrator the following school day after the intended purpose has been accomplished.

F. To insure building cleanliness at all times and custodial assistance during any emergency there shall be on call at all times during the school day a member of the custodial staff

Equipment such as buckets, mops, disinfectant soap, brooms, dust pans, sponges ect. shall be kept in the janitors closet and a key readily available to all teachers.

G. In order to maintain a pleasant school environment, eliminate safety hazards and increase the effectiveness of student supervision, lights in the halls shall be on during school hours.

H. The school board agrees to provide adequate lavatory facilities, the present facility shall be provided with window shades ventilator, paint and daily maintainance.

ARTICLE XIV

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 teachers involved with a problem student that he requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons. The administration will take appropriate and immediate steps to alleviate the situation.

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 promptly be 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 XV

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<sup>+</sup> sixty (60) days before the end of the school year, 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 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 a contract.

E. One Board of Education member, preferably the president of the Board, shall be appointed to confer with the Association whenever a provision of the Master Agreement is in question. His responsibility shall be to interpret the intent of the provision as it was agreed upon during negotiations.

F. The Board of Education shall type and run off the two official copies of the Master Agreement. These two official copies will be signed by all the Board members and all the officers of the Association.

#### ARTICLE XVI

##### PROFESSIONAL GRIEVANCE 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 shall 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 and they 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 XVII

DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 1970,  
and shall continue in effect for one (1) year until the first day  
of September, 1972. This Agreement shall not be extended orally  
and it is expressly understood that it shall expire on the date  
indicated.

Baraga Township Board of Education

Signed by \_\_\_\_\_  
Signed by \_\_\_\_\_  
Signed by \_\_\_\_\_  
Signed by \_\_\_\_\_  
Signed by \_\_\_\_\_  
Signed by \_\_\_\_\_  
Signed by \_\_\_\_\_

Baraga Education Association

Signed by \_\_\_\_\_  
Signed by \_\_\_\_\_  
Signed by \_\_\_\_\_  
Signed by \_\_\_\_\_

Years of Experience	Schedule A (Basic Teachers Salaries)			
	BA - BS	Actual Salary	MA - M.S	Actual Salary
0	\$7,500	\$7,420	\$8,220	\$8,140
1	7,800	7,717	8,520	8,437
2	8,112	8,026	8,832	8,746
3	8,436	8,347	9,156	9,067
4	8,773	8,681	9,493	9,401
5	9,124	9,028	9,844	9,748
6	9,489	9,389	10,209	10,109
7	9,869	9,765	10,589	10,485
8	10,264	10,156	10,984	10,876
9	10,675	10,562	11,395	11,282
10	11,102	10,984	11,822	11,704

Substitute Teachers shall be paid \$20.00 per day

In addition to the above base salary schedule (except for Masters Degree teachers) \$1000 will be added for each degree credit earned toward a Masters Degree after the first ten (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 -	
15	100.00
20	250.00
30	400.00
40	500.00
	750.00

Board shall pay in full the premium of full family Blue Cross, semi-private comprehensive coverage on M.E.A. Super Medical group hospitalization for those teachers desiring such coverage

# Schedule B

Years of Experience	Varsity Basketball	Jr. Varsity Basketball	Varsity Football	Assistant Football
0	900	450	700	450
1	950	500	750	475
2	1,000	550	800	500
3	1,050	600	850	525
4	1,100	650	900	550
5	1,150	700	950	575
6	1,200	750	1,000	600
7	1,250	800	1,050	625
8	1,300	850	1,100	650

Varsity Track  
\$ 350

Assistant Track  
\$ 150

Jr High Basketball \$250

Basketball Game Workers

1. Scorers - each - - - - - 4.00
2. Timers - each - - - - - 4.00
3. Ticket sellers - each - - - - - 8.00
4. Ticket Takers - each - - - - - 8.00

- Music - - - - - 425.00
- Senior Class Advisor - each - - - - - 50.00
- Play Director - - - - - 100.00
- Cheerleader advisor - each - - - - - 50.00
- Chaperones on bus (night) - - - - - 70.00
- " " (day) - - - - - 18.00
- Yearbook advisor - - - - - 100.00
- Debate coach - - - - - 100.00
- School dances - each person - - - - - 10.00
- Driver Education (after school per hr) 4.00
- A.U. co-ordinator (Elem + Secondary) 100.00
- Girls Service Squad (Elem) - - - - - 25.00

SCHEDULE C

1971 - 1972 School Calendar

The calendar for the 1971 - 1972 school year shall consist of 180 days

Monday, September 6	Labor Day (Schools closed)
Tuesday, September 7	Schools open
Friday, October 8	In - service day
Wednesday, November 24	Thanksgiving Recess ( Schools close at end of day )
Friday, December 17	Christmas Recess ( Schools close at end of day )
Monday, January 3	Schools reopen
Wednesday, March 29	Easter Recess ( Schools close at end of day )
Tuesday, April 4	Schools reopen
Monday, May 29	Memorial day