

OFFICE OF PROFESSIONAL NEGOTIATIONS
Michigan Education Association

Delta

Bark River Harris
FILE

Ratified
17

1966-67

BARK RIVER - HARRIS PUBLIC SCHOOLS

WORKING CONTRACT

between the

Bark River-Harris Education Association

and the

Bark River-Harris Board of Education

1966-67

BARK-RIVER HARRIS Educ. Assoc.

M.E.A.
1216 KENDALE
E. LANS., MI.
48824

TABLE OF CONTENTS

Preface		Page 1
Recognition & Definitions	Article I	Page 2
Management Rights	Article II	Page 3
Teacher Rights	Article III	Page 3
Compensation	Article IV	Page 4
Teaching Assignments	Article V	Page 5
Transfers	Article VI	Page 6
Teaching Conditions	Article VII	Page 7
Medical Qualifications	Article VIII	Page 8
Leaves of Absence	Article IX	Page 8
Negotiation Procedures	Article X	Page 12
Teacher Evaluation	Article XI	Page 13
Teacher Protection	Article XII	Page 13
Grievance Procedures	Article XIII	Page 14
Miscellaneous Provisions	Article XIV	Page 16
Salary Provisions	Appendix A	Page 16
Signatures	Appendix B	Page 18

BARK RIVER-HARRIS EDUCATION ASSOCIATION-SCHOOL BOARD CONTRACT AGREEMENTS

This Agreement entered into this 22nd day of August, 1966 by and between the Board of Education of the District of Bark River-Harris, Michigan hereinafter called the "Board" and the Bark River-Harris 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 the Bark River-Harris District is their mutual aim and that the character of such education is related to the quality and morale of the teaching service, and

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

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel as herein defined with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize,

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

Article I

Recognition and Definition

A. The Board recognizes the Association as the sole and exclusive bargaining representative for all elementary and secondary classroom teachers, coaches, librarians, summer and evening teachers, who are certificated and regularly employed and paid by the Board, it specifically being the intent of the parties hereto that membership in the Association shall not be a condition of employment nor used as a point of discrimination in the rights, benefits or obligations under this contract.

B. The term CERTIFICATION as used herein shall mean a teacher who is presently holding a valid certificate issued by the State Board of Education under the requirements of Act 202 of Public Acts 1903.

C. The term REGULARLY EMPLOYED CLASSROOM TEACHER as used herein shall include all those teachers employed full time throughout the school year; and specifically excluding from the bargaining unit all others and particularly the supervisory staff consisting of the Superintendent, High School and Elementary Principals who are predominantly employed in a supervisory capacity, non-supervisory staff consisting of substitute teachers and non-regularly employed part-time teachers.

D. The term TEACHER shall refer to all employees represented by the Association as herein defined and masculine gender shall include feminine.

E. Within thirty days of the beginning of their employment hereunder, before deductions can be made, teachers must sign and deliver to the Superintendent's Office an assignment authorizing deduction of membership dues or assessments of the Association as indicated by said teacher. Such sum shall be deducted as dues from the regular salaries of these teachers and remitted not less frequently than monthly to the respective Association.

F. 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

Management Rights

The Employer, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself 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, including, but without limiting the generality of the foregoing, the right:

A. To the executive management and administrative control of the school system and its properties and facilities,

B. To hire all employees subject to the provisions of the Michigan School Code and Tenure Laws,

C. The written policies of the Master Contract which apply to wages, hours or working conditions shall remain in effect, except the Board reserves the right to promulgate new policies, retain or modify existing policies from time to time as the need arises, but not in conflict with provisions of this Contract.

Article III

Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher employed 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 related 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 or collective professional negotiations with the Board, or his institution of any grievance or complaint pursuant to this Agreement.

B. The Board specifically recognizes the right of its teacher employees appropriately to invoke the assistance of the State Labor Mediation Board.

C. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings upon application. No teacher shall be prevented from wearing normal insignia, pins or other identification of membership in the Association either on or off school premises. A private bulletin board will be made available to the Association and its members in each school.

D. Business agents of the MEA shall be permitted to visit any teacher on, in, or about school owned property upon application.

E. The Board agrees to furnish to the Association in response to reasonable requests from time to time all public information readily available concerning the financial resources of the district, and such other readily available public information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers, together with readily available public information which may be necessary for the Association to process any grievance or complaint.

Article IV

Compensation

A. The salaries of teachers under contract, and included under the salary schedule of this agreement, marked Appendix A, shall be effective for the duration of the one-year period of this contract. Upon written notice to the other party ninety (90) days prior to the first day of April, either party may initiate the re-opening of negotiations of said salary schedule.

B. The normal work day of teachers, as defined to be included under this contract shall be from 8:30 to 4:00 P.M. The hours stated above may be decreased by the approval of the Administration.

C. Each teacher shall have a minimum of a 30-minute duty free lunch period each day.

D. The Academic School Calendar shall not exceed 181 days per year, with the schools being closed on all holidays legally authorized by the Michigan School Code.

E. The Superintendent may dismiss the schools when in his sole discretion, weather, health or building conditions warrant such action. Teachers will also be dismissed under such conditions, without loss of pay.

F. A teacher engaged during the school day negotiating in behalf of the Association with any representative of the Board of participating in any professional grievance negotiation, including arbitration at request of the Board, shall be released from regular duties without loss of salary.

G. A teacher shall be released from regular duties without loss of salary at least two (2) days each year for the purpose of participating in area or regional meetings of the Michigan Education Association, and will be expected to attend under penalty of loss of pay.

H. The teachers may be required to perform extra services outside of the above stated school day, at the hourly rate of the teacher, arrived at by dividing the annual salary by 1350 hours.

Article V

Teaching Assignments

A. The normal weekly teaching load in the senior high school will not be in excess of 25 teaching periods with a maximum of four preparations and shall include five unassigned preparation periods. The normal weekly teaching load in the junior high school will not be in excess of 25 academic teaching periods with a maximum of four preparations. The remainder of the day will be used as activity, supervised study, or non-academic class periods. The normal weekly academic teaching load in the elementary school will be 30 teaching periods. In the event that the senior high school schedule moves to a 7-hour day, teaching loads for the senior high teachers will be re-negotiated.

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

C. Teachers who will be affected by a change in grade assignments in the elementary school grades and by change in subject assignment in the secondary school grades will be notified and consulted by their principals immediately upon such action becoming apparent. Such changes will be voluntary whenever possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such change.

D. Teachers shall, when possible, divide lunch, playground and bus supervision duties equitably.

E. A teaching assignment shall not include the daily requirement of driving a school bus.

F. Any vacancies, deemed promotional in position, shall be made known to the staff of the district, before advertised. Preparation, experience, and ability being equal, existing staff members will receive preference.

Article VI

Transfers

A. Any classroom teacher who shall be transferred to a supervisory or executive position and shall later return to a classroom teacher status shall be entitled to retain such rights as a teacher as he may have had under this Agreement prior to such transfer to supervisory or executive status.

B. When teachers are to be transferred for reasons of decreased enrollment or elimination of position, consideration shall be given to the length of time and to the quality of service which these employees have rendered in the system.

Article VII

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 the teachers 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. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered whenever possible and in no event exceed the following maximums:

- (1) Kindergarten 35 pupils
- (2) Elementary school grades 40 pupils

The maximum class size per teacher in the secondary schools shall be as follows:

English	}	40 pupils
Language		
Social Studies		
Business		
General Education		
Typing		
Mathematics		
Industrial Arts		
Science		
Drafting		
Homemaking		
Vocational Shop		
Music	100 pupils	
Art	25 pupils	
Health Education	40 pupils	
Physical Education		

B. The Board shall furnish without charge a smock coat for home economics and industrial arts teachers.

C. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic 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 thereon made by its representative and the Association. The Board agrees to keep the schools reasonably and properly equipped and maintained.

D. Existing telephone facilities shall be made available to teachers for their reasonable use. No long distance calls may be charged to the school district without permission of the building principal and/or superintendent.

E. Adequate parking facilities shall be made available to teachers for their exclusive use. Teachers shall in no way drive or park in such a manner so as to interfere with the safe and efficient operation of school owned vehicles.

F. The Board and the Association shall comply with the U.S. and State Civil Rights Laws in regards to hiring and treating teacher employees.

Article VIII

Medical Qualifications

A. Evidence of a yearly TB examination (skin test or x-ray) shall be produced for recording by the district during each school year.

B. A teacher returning to work after three or more consecutive days of illness shall produce a statement from a registered physician, verifying the necessity of such an absence.

C. Any teacher who has been absent for treatment for a nervous or mental condition shall present evidence of capability signed by a registered physician.

D. Any teacher who has a nervous or mental disorder, evident in the classroom, shall consult a physician and be suspended or retained upon said physician's advice.

Article IX

Leaves of Absence

A. Maternity Leave of Absence

1. Maternity leave may be granted by the Board of Education, without pay, to any regularly employed teacher.

2. Such leave must be requested, in writing, not more than three (3) months after conception.
3. A physician's verification of pregnancy must be presented with the above application.
4. The Board may not employ a teacher after the sixth month of pregnancy, unless it is last month of school.
5. Such leave of absence can be for a period of up to one (1) year, if necessary, and may be renewed at the discretion of the Board.
6. The above provisions shall apply to teachers who have been employed in the system a minimum of six school months.
7. Accumulative sick leave is not to be used as Maternity Leave. In case of complications causing other than a normal confinement, sick leave time will be allowed the employee.

B. Military Leave

Any teacher under contract who may be conscripted into the defense forces of the United States for service or training, shall be granted a military leave without pay. He shall be reinstated to his position in this school system with full credit including the annual increments under the salary schedule, upon written request supported by competent proof that said applicant is fully qualified to perform the duties of said position. The application for retaining his position shall be made in writing upon his receiving notice of induction into military service. Upon release from military service he must notify the superintendent of his intention within a period of ninety (90) days from date of discharge.

C. Personal Business Leave for One (1) Year

A teacher may apply for a one year leave of absence, without compensation, for personal reasons and the Board may grant said leave, provided it does not in any way injure the program of the school, nor exceeds one teacher in the district at one time.

D. Personal Business Leave for a Period of less than one (1) Year

1. Emergency Leave. Upon recommendation of the Superintendent, emergency leave of five (5) days per year, not cumulative, shall be granted for the following reasons: illness in the immediate family, death in the immediate family. (Immediate family shall be interpreted as follows: husband, wife, child, sister, brother, parent, grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law, and brother-in-law of the employee).
2. A teacher may apply for a leave of personal absence, with compensation less substitute teacher pay, for personal reasons, and the Board may grant, for a period of up to two (2) days per year, non-cumulative, at its discretion, such leave, provided it does not in any way injure the program of the school, nor exceed one teacher in the district at one time. Such application must be made 72 hours prior to the expected absence.

E. Sick Leave

1. Teachers shall call their respective principals prior to 7:30 A.M. in the event said teacher will not be available that day.
2. All classroom teachers absent from duty on account of personal illness shall be allowed full pay for a total of ten days per year.
INSERT #1: A beginning teacher shall be permitted five (5) days during the first semester, effective the first day of the Contract, and five (5) days during the second semester, effective the first day of the semester.
3. Each teacher shall be entitled to an accumulation of up to one hundred (100) days for the unused portion of each year's leave which shall be available in future years.
4. Each teacher who has exhausted his cumulative sick leave may borrow up to thirty (30) days of additional sick leave, provided he is under contract with the Bark River-Harris School Board. In the event the teacher will not be returning for the following academic year, the borrowed sick leave shall be subtracted from his final paychecks.

5. Any teacher whose personal illness extends beyond the period compensated as described above, shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Upon direct return from leave, said teacher shall be assigned to the same position, if available, or a substantially equivalent position.

6. Any employee who is injured in the line of duty shall receive such compensation and expenses as are prescribed by the Workmen's Compensation Law of the State. Such compensation shall be supplemented with an amount sufficient to maintain his regular salary for a period not to exceed his sick leave reserve. Such reserve shall be charged only for that portion in excess of the compensation payment.

F. Sabbatical Leave

The Board of Education, upon the recommendation of the Superintendent of Schools, may grant a sabbatical leave to qualified teacher personnel for the purpose of study, travel, and for such other purpose as may be approved by the Board of Education.

1. Upon the recommendation of the superintendent of schools, the Board of Education may grant a sabbatical leave of up to two (2) years to a teacher who has been employed at least five (5) consecutive years in the system. Other sabbatical leaves shall be considered as exceptional cases by the Board.

2. A teacher on sabbatical leave shall receive no compensation from the district during the period of absence. A teacher on sabbatical leave shall receive the scheduled increment credit and/or adjustments in salary, upon return to the district to teach, and credit toward retirement, the same as he would have received were he occupying his regular assignment.

3. The number of teachers given sabbatical leave, in any year, shall not exceed five per cent of the total number of teacher instructional employees. The number of leaves granted shall be distributed throughout the system. If the number requesting sabbatical leave exceeds the number of such leaves available as determined by the Board, the selection shall be based on:

- a. the estimated value of the plan to the individual and the school system.
 - b. the amount of seniority
 - c. the length of time since the last sabbatical leave.
4. An employee on sabbatical leave shall report all income received from sources other than the board of education, provided that compensation shall not include such items as allowance for travel, cost-of-living adjustments for foreign service, research, or other expense in connection with the project. Should such other compensation, when added to any compensation paid by the board, exceed the salary which the recipient would have received if on active duty, the compensation allowed by the Board shall be reduced to bring the total to the amount of the salary he would have received if on active duty.
5. The employee, who fails to return to the system upon completion of his sabbatical leave, shall refund any compensation paid to him from the Board.
6. The employee upon return from sabbatical leave shall be restored to his former position or to one of comparable status. He shall make such reports of his activities as may be required by the superintendent.

Article X

Negotiation Procedures

- A. Not more than ninety (90) days prior to the expiration of this Agreement, the parties will begin negotiations for a new Agreement covering wages, hours, terms, and conditions of employment of teachers employed by the Board.
- B. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of Act 379 of the State Mediation Board.
- C. 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 ratifications.

Article XI

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 in the main office the contents of his own personnel file as pertains to his work in the school district. A representative of the Association may be requested to accompany the teacher in such review.

C. A teacher shall at times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any 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.

Article XII

Protection of Teachers

A. Principals shall report to the Superintendent all cases of assault suffered by teachers in connection with their employment in which injuries have been suffered or in which there appears to have been malicious intent. Such assaults against teachers shall be reported to the policy by the principal.

In any reported assault case the school district's attorney shall:

1. Inform the teacher of his rights under the law in connection with assault, and
2. Assist the teacher by acting as liaison between the teacher, the police, and the courts.

B. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher, provided the teacher is proved innocent. Such incident will not in any way affect the regular compensation of the teacher. No reduction of accrued sick leave will be made under this article.

Article XIII

Grievance Procedures

A. Definitions

1. The term "teacher" may include any individual teacher or group of teachers who are members of the bargaining unit.
2. The term "days" when used in this section shall, except where otherwise indicated, mean working school days.
3. In the event a grievance is filed on or after the first of June, it shall be resolved prior to the beginning of the next school year. In this case, the term "days" shall mean calendar days, exclusive of Saturdays, Sundays and Holidays.
4. A grievance shall be defined as an alleged violation of this Agreement. Should a teacher feel that there has been a violation of this Agreement, he will take the following steps:

B. Steps

1. The teacher shall notify the designated representative of the Association of his grievance and may request his presence at the presentation of the grievance or proceed to step two (2) without the designated representative at the teacher's option. The designated Association representative may be present at any adjustment of the alleged grievance at any level.
2. The teacher with a grievance shall discuss the matter with his Principal, within Ten (10) days of the alleged grievance, either individually or with his Association Representative, with the objective of resolving the matter informally. The principal shall make his decision known within five (5) days.

3. If no satisfactory conclusion is reached within the five (5) days following the discussion set forth above, the teacher and/or his designated representative shall present in writing within five (5) days from the discussion in Step two (2) the alleged violation and request an interview with the Superintendent. Within five (5) days after the written request is filed with the Superintendent, the Superintendent shall conduct said hearing with the afore mentioned parties concerning the alleged grievance. A decision in writing by the Superintendent shall be given to the employee and the designated representative within five (5) days after the hearing.

4. If this decision is not satisfactory, the teacher may file his alleged grievance with the Board in writing, countersigned by the designated representative. Within twenty (20) days of receiving same, the Board will schedule and hold an executive session to hear debate by the teacher and/or his representatives, Superintendent, and Principal on the alleged grievance. The Board shall render its decision and place it in writing at the next regularly scheduled Board meeting. If this decision is not satisfactory, the teacher and/or the designated representative may file his grievance with the State Labor Mediation Board as provided by law.

5. Failure to appeal a decision at any level within the specified time limits shall be deemed an acceptance of the decision at that level.

C. Miscellaneous

1. During the pendency of any proceeding and until determination has been reached, all grievance proceedings shall be private, and any preliminary disposition will not be made public without the agreement of all parties, except the Board's decision and the minutes of the Board required by law to reach said decision.

2. All Documents, communications and records dealing with the processing of a grievance shall be filed separately from the personal files of the participants.

3. Forms for filing grievances, serving notices, taking appeals, making appeals, making reports and recommendations, and other necessary documents shall be made available by the Superintendent so as to facilitate operation of the procedures set forth herein.

Article XIV

Miscellaneous Provisions

A. No polygraph or lie detector device shall be used in any investigation of any teacher.

B. All 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.

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

Appendix A

A. Salary Schedule

Years of experience	BS or BA	MS or MA
0	5200	5500
1	5408	5720
2	5616	5940
3	5824	6160
4	6032	6380
5	6240	6600
6	6448	6820
7	6656	7040
8	6864	7260
9	7072	7480
10	7280	7700
11	7488	7920
12	7696	8140

B. Years of Experience Determination

1. Degree Teaching Experience

- a. A teacher may receive full credit for up to five (5) years of degreed teaching experience outside of the Bark River-Harris District.
- b. A teacher may receive one-half ($\frac{1}{2}$) credit for an additional five (5) years of degreed teaching experience outside of the Bark River-Harris District.
- c. The above total cannot exceed seven and one-half ($7\frac{1}{2}$) years.

2. Non-degree Teaching Experience

- a. A teacher may receive credit for up to, but not more than, five (5) years of teaching experience done without a degree, whether done in or out of the Bark River-Harris District.
- b. By combining provisions of sections 1 and 2 of this Appendix as herein described, a teacher may not accumulate more than seven and one-half ($7\frac{1}{2}$) years of experience for credit on the salary schedule.
- c. A non-degree teacher with a Life Certificate employed in the Bark River-Harris District prior to 1965-66 shall receive a beginning salary of 93% of the B.S. base and will receive a 4 % increase of the B.S. base as a yearly increment with the maximum salary being 141% of the B.S. base.

3. Military Experience

A teacher may receive full credit for military experience served in any branch of the U.S. Armed Forces for up to but not exceeding three (3) years.

Appendix B

Signature Sheet

The terms of the above have been ratified by the following signatory parties on this 22nd day of August, 1966.

For the B.R.-H. Board of Education

Leo A. Gatién

Alexander Jorasz

Clarence Ray

Steve Shiverski

For the B.R.-H. Education Association

Raymond J. Mayotte

Marion B. Bruce

Paul F. Blewett

Virginia Eagleson

Katherine E. Larson

Josephine K. Barr

Witnessed: Carl H. York, Michigan Labor Mediation Board

Arnold J. Korpi, Michigan Education Association