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BARK RIVER - HARRIS PUBLIC SCHOOLS

WORKING CONTRACT

between the

Bark River-Harris Education Association

and the

Bark River-Harris Board of Education

1967-68

1967-68 FILE 5/31/68
Bark River-Harris
(17)

Bark River - Harris
Ed. of Assoc.

MEA
1216 Kendall
E. Lansing, Mi.
48823

2. No
3. May 31, 1968
4. No
5. No

For Review

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OFFICE OF
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September 6, 1967

Bark River Harris
(17)

Dear Mr. Erickson,

Enclosed are two (2) copies of the Bark River-Harris Education Association 1967-68 master agreement. I would appreciate your surveying the contract and informing me of it's weak points.

Sincerely,

Bernard R. Maynard
Bernard R. Maynard
President BRHEA.

Bark River-Harris Educ. Assoc
Harris, Mick. 49845

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BARK RIVER-HARRIS EDUCATION ASSOCIATION--SCHOOL BOARD CONTRACT AGREEMENT

1. This Agreement entered into this 15th day of August, 1967 by and
2. between the Board of Education of the District of Bark River-Harris, Michigan here-
3. inafter called the "Board" and the Bark River-Harris Education Association, here-
4. inafter called the "Association."

WITNESSETH

5. WHEREAS the Board and the Association recognize and declare that providing a
6. quality education for the children of the Bark River-Harris District is their mutual
7. aim and that the character of such education is related to the quality and morale
8. of the teaching service, and
9. WHEREAS the members of the teaching profession are qualified to help in formu-
10. lating policies and programs designed to improve educational standards, and
11. WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michi-
12. gan Public Acts of 1965, to bargain with the Association as the representative of
13. its teaching personnel as herein defined with respect to hours, wages, terms and
14. conditions of employment, and
15. WHEREAS the parties, following extended and deliberate professional negoti-
16. ations, have reached certain understandings which they desire to memorialize,
17. In consideration of the following mutual covenants, it is hereby agreed as
18. follows:

Article I

Recognition and Definition

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

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

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

16. D. The term TEACHER shall refer to all employees represented by the Associ-
17. ation as herein defined and masculine gender shall include feminine.

18. E. Nothing contained herein shall be construed to deny or restrict to any
19. teacher rights he may have under the Michigan General School Laws. The rights
20. granted to teachers hereunder shall be deemed to be in addition to those provided
21. elsewhere.

Article II

Management Rights

22. The Employer, on its own behalf and on behalf of the electors of the school
23. district, hereby retains and reserves unto itself all powers, rights, authority,
24. duties and responsibilities conferred upon and vested in it by the laws and the

1. Constitution of the State of Michigan, and of the United States, including, but with-
2. out limiting the generality of the foregoing, the right:
3. A. To the executive management and administrative control of the school system
4. and its properties and facilities,
5. B. To hire all employees subject to the provisions of the Michigan School
6. Code and Tenure Laws,
7. C. The written policies of the Master Contract which apply to wages, hours
8. or working conditions shall remain in effect, except the Board reserves the right
9. to promulgate new policies, retain or modify existing policies from time to time as
10. the need arises, but not in conflict with provisions of this Contract.

Article III

Teacher Rights

11. A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees
12. that every teacher employed by the Board shall have the right freely to organize,
13. join and support the Association for the purpose of engaging in collective bargain-
14. ing or negotiation and other related activities for mutual aid and protection.
15. As a duly elected body exercising governmental power under color of law of the
16. State of Michigan, the Board undertakes and agrees that it will not directly or in-
17. directly discourage or deprive or coerce any teacher in the enjoyment of any rights
18. conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and
19. the United States; that it will not discriminate against any teacher with respect to
20. hours, wages or any terms or conditions of employment by reason of his membership
21. in the Association or collective professional negotiations with the Board, or his
22. institution of any grievance or complaint pursuant to this Agreement.
23. B. The Board specifically recognizes the right of its teacher employees appro-
24. priately to invoke the assistance of the State Labor Mediation Board.

1. C. The Association and its members shall have the right to use school build-
2. ing facilities at all reasonable hours for meetings provided no class disruptions
3. shall occur. No teacher shall be prevented from wearing normal insignia, pins or
4. other identification of membership in the Association either on or off school prem-
5. ises. A private bulletin board will be made available to the Association and its
6. members in each school.

7. D. The teachers shall have the right to use school equipment, including type-
8. writer, mimeographing machines, other duplicating equipment, calculating machines,
9. and all type of audio-visual equipment at reasonable times, when such equipment is
10. not otherwise in use. The Association shall pay for the reasonable cost of all
11. non-teacher materials and supplies incident to such use.

12. E. Business agents of the MEA shall be permitted to visit any teacher on,
13. in or about school owned property provided no disruptions of classes shall occur.
14. When possible, such visits shall take place before or after the school day.

15. F. The Board agrees to furnish to the Association in response to reasonable
16. requests from time to time all readily available information concerning the finan-
17. cial resources of the district, including but not limited to: annual financial
18. reports and audits, register of certificated personnel, tentative budgetary require-
19. ments, agendas and minutes of all Board meetings, treasurer's reports, census and
20. membership data, names and addresses of all teachers and such other information as
21. will assist the Association in developing intelligent, accurate, informed and con-
22. structive programs on behalf of the teachers and their students, together with
23. readily available information which may be necessary for the Association to process
24. any grievance or complaint. Copies of the monthly agenda and financial report
25. shall be furnished to the President of the Association the day after the monthly
26. Board meeting.

1. G. The Board shall share educational knowledge with the Association in a
2. manner similar to present policy on any new or modified fiscal, budgetary or tax
3. programs, construction programs, or major revisions of educational policy, which
4. are proposed or under consideration and the Association shall be given the oppor-
5. tunity to discuss with the Board such matters prior to their adoption and/or gen-
6. eral publication.

7. H. Teachers shall be entitled to full rights of citizenship and no religious
8. or political activities of any teacher or the lack thereof shall be ground for
9. any discipline or discrimination with respect to the professional employment of
10. such teacher. Consistent with the Code of Ethics of the Education Profession,
11. and the moral standards of the community, the private and personal life of any
12. teacher is not within the appropriate concern or attention of the Board.

13. I. The provisions of this Agreement and the wages, hours, terms and condi-
14. tions of employment shall be applied in a manner which is not discriminatory and
15. without regard to race, creed, religion, color, national origin, age, sex, marital
16. status.

17. J. Consistent with the Code of Ethics of the Education Profession, membership
18. in the Association shall be open to all teachers regardless of race, creed, sex,
19. marital status, or national origin.

Article IV

Deductions for Professional Dues

20. A. Within thirty days of the beginning of their employment hereunder, before
21. deductions can be made, teachers must voluntarily sign and deliver to the Super-
22. intendent's office an assignment authorizing deduction of membership dues of the
23. Association as indicated by said teacher. Such sum shall be deducted as dues from
24. the regular salaries of these teachers and remitted not less frequently than monthly
25. to the respective Association.

1. B. M.E.A. medical insurance will be deducted from the teacher's payroll upon
2. written approval of the teacher.

Article V

Teaching Hours and Class Load

3. A. The normal work day of teachers, as defined to be included under this
4. contract shall be from 8:30 A.M. to 4:00 P.M. The hours stated above may be de-
5. creased by the approval of the Administration, except that on days preceding holi-
6. days or vacations, the teacher's day shall end at the close of the pupil's day
7. when supervision can be arranged until all children leave the building.
8. B. The normal weekly teaching load in the junior and senior high school will
9. be 25 teaching periods and five unassigned preparation periods or not to exceed
10. 5 hours Sr. high; 6 hours Jr. high of pupil contact per day. In event of having
11. a seven period day, this section of Article V will be negotiated. Assignment to
12. a supervised study period shall be considered a teaching period for purposes of
13. this Article. The normal weekly teaching load in the elementary schools will be
14. 30 teaching periods or not to exceed 6 hours of pupil contact per day.
15. C. Since pupils are entitled to be taught by teachers who are working within
16. their area of competence, teachers shall not be assigned, except for good cause,
17. outside the scope of their teaching certificates or their major or minor field
18. of study.
19. D. Teachers who will be affected by a change in grade assignments in the
20. elementary school grades and by change in subject assignment in the secondary school
21. grades will be notified and consulted by their principals immediately upon such
22. action becoming apparent. Such changes will be voluntary whenever possible. Every
23. effort will be made to avoid reassigning probationary elementary school teachers
24. to different grade levels unless the teacher requests such change.
25. E. Each teacher shall have a minimum of a 30-minute duty free lunch period
26. each day.

1. F. Elementary teachers, whenever possible, will be provided two fifteen min-
2. ute relief periods each day. In addition, elementary teachers may use for prepa-
3. ration all time during which their classes are receiving instruction from various
4. teaching specialists.
5. G. Teachers shall, when possible, divide lunch, playground and bus supervision
6. duties equitably.
7. H. A teaching assignment shall not include the daily requirement of driving
8. a school bus.
9. I. Any vacancies, deemed promotional in position, shall be made known to the
10. staff of the district, before advertised. Preparation, experience, and ability
11. being equal, existing staff members will receive preference.
12. J. Teachers of music, art and the laboratory sciences, librarians, speech
13. therapists, reading consultants, visiting teachers, counsellors and special educa-
14. tion^{time} shall be provided with release and preparation to the same extent as other teachers in the district.
15. K. The Academic School Calendar shall not exceed 181 session days per year,
16. with the schools being closed on all holidays legally authorized by the Michigan
17. School Code.
18. L. The Superintendent may dismiss the schools when in his sole discretion,
19. weather, health or building conditions warrant such action. Teachers will also be
20. dismissed under such conditions, without loss of pay.

1. M. A teacher engaged during the school day negotiating in behalf of the As-
2. sociation with any representative of the Board or participating in any professional
3. grievance negotiation, including arbitration at request of the Board, shall be re-
4. leased from regular duties without loss of salary.

5. N. A teacher shall be released from regular duties for two (2) days MEA Con-
6. vention.

8. ~~penalty of loss of pay.~~

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

12. P. If a teacher shall teach more than the normal teaching load as set forth
13. in this Article, he shall receive additional compensation at one and one-half ($1\frac{1}{2}$)
14. times his hourly rate for each teaching period in excess of such norms, starting
15. on the 6th day for one continued absence.

16. Q. No departure from these norms, except in case of emergency, shall be made
17. without prior consultation with the Association. In the event of any disagreement
18. between the representative of the Board and the Association as to the need and
19. desirability of such deviation, the matter may be processed through the professional
20. grievance procedure hereinafter set forth.

Article VI

Transfers

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

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

Article VII

Teaching Conditions

1. It is recognized by the Board that pupil-teacher ratio is the important as-
2. pect of an effective educational program. The Board agrees to continue its efforts
3. to keep class sizes at an acceptable number as dictated by the financial condition
4. of the District, by the size buildings available, the availability of qualified
5. teachers, and the best interest of the District as deemed administratively feasible.
6. A. Because the pupil-teacher ratio is an important aspect of an effective
7. educational program, the following guide shall be used. The parties agree that class
8. size should be lowered, whenever possible, not to exceed the following maxims:
9. (1) Kindergarten 20 pupils
10. (2) Elementary school grades 25 pupils
11. The maximum class size per teacher in the secondary schools shall be as follows:
12. English)
13. Language)
14. Social Studies)
15. Business)
16. General Education) 25 pupils
17. Typing)
18. Mathematics)
19. Industrial Arts)
20. Science)
21. Drafting)
22. Homemaking)
23. Vocational Shop)
24. Driver Education 18 pupils
25. Music 100 pupils
26. Art 25 pupils
27. Physical Education 40 pupils

Article VIII

Medical Qualifications

1. A. Evidence of a yearly TB examination (skin test or x-ray) shall be produced
2. for recording by the district during each school year. Teachers who have any ac-
3. tive signs of TB will follow the Michigan Department of Health recommended treat-
4. ment procedure or a qualified physician's recommended procedure.
5. B. A teacher returning to work after four (4) or more consecutive days of
6. illness shall produce a statement from a registered physician, verifying the necess-
7. ity of such an absence.
8. C. Any teacher who has been absent for treatment for a nervous or mental
9. condition shall present evidence of capability signed by a registered physician.
10. D. Any teacher who has a nervous or mental disorder, evident in the classroom,
11. shall consult a physician and be suspended or retained upon said physician's ad-
12. vice.

Article IX

School Year

13. A. The school year will be divided into six marking periods. If the school
14. year is longer than 36 weeks, the extra weeks will be considered part of the first
15. marking period.
16. B. The report card used will enable the teacher to indicate the student's
17. academic grade, effort or citizenship, and final exam grade.

Article X

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

1. C. It is recognized that no final agreement between the parties may be executed
2. without ratification by a majority of the membership of the Association, but the
3. parties mutually pledge that representatives selected by each shall be clothed with
4. all necessary power and authority to make proposals, consider proposals, and make
5. concessions in the course of negotiations or bargaining, subject only to such ul-
6. timate ratifications.

Article XI

7. A. Maternity Leave of Absence

8. 1. Maternity leave may be granted by the Board of Education, without
9. pay, to any regularly employed teacher.
10. 2. Such leave must be requested, in writing, not more than three (3)
11. months after conception.
12. 3. A physician's verification of pregnancy must be presented with the
13. above application.
14. 4. The Board may not employ a teacher after the sixth month of preg-
15. nancy, unless it is the last month of school.
16. 5. Such leave of absence can be for a period of up to one (1) year,
17. if necessary, and may be renewed at the discretion of the Board.
18. 6. The above provisions shall apply to teachers who have been employed
19. in the system a minimum of six school months.
20. 7. Accumulative sick leave is not to be used as Maternity Leave. In
21. case of complications causing other than a normal confinement, sick leave
22. time will be allowed the employee.

23. B. Military Leave

24. Any teacher under contract who may be conscripted into the defense forces
25. of the United States for service or training, shall be granted a military leave with-
26. out pay. He shall be reinstated to his position in this school system with full
27. credit including the annual increments under the salary schedule, upon written

1. request supported by competent proof that said applicant is fully qualified to per-
2. form the duties of said position. The application for retaining his position shall
3. be made in writing upon his receiving notice of induction into military service.
4. Upon release from military service he must notify the superintendent of his inten-
5. tion within a period of ninety (90) days from date of discharge.

6. C. Personal Business Leave for One (1) Year

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

11. D. Personal Business Leave for a Period of Less than One (1) Year

12. 1. Emergency Leave

13. Emergency leave shall be granted for the following reasons: illness
14. or death in the immediate family. (Immediate family shall be interpreted as fol-
15. lows: husband, wife, child, sister, brother, parent, grandparents, grandchildren,
16. mother-in-law, father-in-law, sister-in-law, and brother in law of the employee.)
17. With special permission from the superintendent, emergency leave may be granted
18. for death of other close relatives or close friends.

19. Emergency leave of seven (7) days maximum, with pay, per year, non-cumu-
20. lative, shall be granted.

21. 2. At the beginning of every school year, each teacher shall be credited
22. with two (2) days for personal business. One day will be allowed with full pay,
23. and one day with substitute pay deducted, provided it does not in any way injure the
24. program. A personal business day may be used for any purpose at the discretion of
25. the teacher. A teacher planning to use a personal leave day or days shall notify
26. his principal at least one day in advance, except in cases of emergency.

27. E. Illness or Disability

28. 1. At the beginning of each school year each teacher shall be credited
29. with a twelve day sick leave allowance to be used for absences caused by illness

1. or physical disability of the teacher. The unused portion of such allowance shall
2. accumulate to^{one} hundred days.

3. 2. A beginning teacher shall be permitted six (6) days during the first
4. semester, effective the first day of the Contract, and six (6) days during the sec-
5. ond semester, effective the first day of the semester.

6. 3. At the beginning of each school year each teacher shall contribute
7. one day of the foregoing sick leave allowance to a common bank to be administered
8. by the Association and administration. Teachers who have exhausted their accumu-
9. lated personal sick leave allowance may withdraw up to one-half of the available
10. balance as determined by the Association and administration, from the common bank,
11. provided that there are sufficient days available in the bank.

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

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

23. F. Sabbatical Leave

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

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

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

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

11. a. the estimated value of the plan to the individual and the school
12. system,
13. b. the amount of seniority,
14. c. the length of time since the last sabbatical leave.

15. 4. An employee on sabbatical leave shall report all income received from
16. sources other than the Board of Education, provided that compensation shall not in-
17. clude such items as allowance for travel, cost-of-living adjustments for foreign
18. service, research, or other expense in connection with the project. Should such
19. other compensation, when added to any compensation paid by the board, exceed the
20. salary which the recipient would have received if on active duty, the compensation
21. allowed by the Board shall be reduced to bring the total to the amount of the sal-
22. ary he would have received if on active duty.

23. 5. The employee, who fails to return to the system upon completion of
24. his sabbatical leave, shall refund any compensation paid to him from the Board.

25. 6. The employee upon return from sabbatical leave shall be restored to
26. his former position or to one of comparable status. He shall make such reports
27. of his activities as may be required by the superintendent.

28. G. Court Leave

29. Teachers who are required by law to serve on a jury or subpoenaed to appear

1. in court shall receive the difference between the teacher's daily wage and any
2. court payment for each day he is engaged in such activity.

Article XII

Annuities

3. The Bark River-Harris Board will set up a program of annuities with a company
4. that is mutually agreeable with the Board and the Association. A teacher may par-
5. ticipate in such a program, to whatever extent he desires, by so informing the
6. Superintendent. The money for such a program will come from the teacher's salary.

Article XIII

Miscellaneous Provisions

7. A. No polygraph or lie detector device shall be used in any investigation
8. of any teacher.
9. B. All individual teacher contracts shall be made expressly subject to the
10. terms of this Agreement. The provisions of the Agreement shall be incorporated
11. into and be considered part of the established policies of the Board.
12. C. Copies of this Agreement shall be printed at the expense of the Board and
13. presented to all teachers now employed or hereafter employed by the Board.

Article XIV

Academic Freedom

14. A. The parties seek to educate young people in the democratic tradition, to
15. foster a recognition of individual freedom and social responsibility, to inspire
16. meaningful awareness of and respect for the Constitution and the Bill of Rights, and
17. to instill appreciation of the values of individual personality. It is recognized
18. that these democratic values can best be transmitted in an atmosphere which is
19. free from censorship and artificial restraints upon free inquiry and learning,
20. and in which academic freedom for teacher and student is encouraged.

1. B. Academic freedom shall be guaranteed to teachers, and no special limitations
2. shall be placed upon study, investigation, presenting and interpreting facts and i-
3. deas concerning man, human society, the physical and biological world and other
4. branches of learning subject only to accepted standards of professional educational
5. responsibility.

6. C. Freedom of individual conscience, association and expression will be en-
7. couraged and fairness in procedures will be observed both to safeguard the legiti-
8. mate interests of the schools and to exhibit by appropriate examples the basic
9. objectives of a democratic society.

10. D. In the event a gross difference of opinion arises between administration
11. and teacher, the topic will be subject to review by the parties involved.

Article XV

Teacher Evaluation

12. A. When deemed necessary, the work performance of all teachers shall be e-
13. valuated in writing. All teachers shall be evaluated according to the tenure law.

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

16. C. Each teacher shall have the right, upon request, to review in the main
17. office the contents of his own personal file as pertains to his work in the school
18. district. A representative of the Association may be requested to accompany the
19. teacher in such review.

20. D. A teacher shall at times be entitled to have present a representative
21. of the Association when he is being reprimanded, warned, or disciplined for any
22. infraction of discipline or delinquency in professional performance. When a re-
23. quest for such representation is made, no action shall be taken with respect to the
24. teacher until such representative of the Association is present.

25. E. No teacher shall be disciplined, reprimanded, reduced in rank or compen-
26. sation or deprived of any professional advantage without just cause.

Article XVI

Cost of Living

1. The study of the feasibility of a cost of living clause, shall be considered
2. in future contract negotiations.

Article XVII

Professional Improvement

3. A. The parties support the principle of continuing training of teachers,
4. participation by teachers in professional organizations in the areas of their spe-
5. cialization, leaves for work on advanced degrees or special studies and participa-
6. tion in community educational projects.
7. B. The Board agrees to provide upon approval the necessary funds for teachers
8. who desire to attend select professional conferences and Michigan Department of Edu-
9. cation Curriculum Committee meetings. Travel, meals, lodging and registration fees
10. shall be deemed appropriate expenses of the Board, as well as the cost of the sub-
11. stitute teacher needed to relieve the participant. A teacher attending such con-
12. ferences and meetings shall be granted sufficient leave time to attend without
13. loss of compensation.
14. C. At the request of the Association, or on the Board's initiative, arrangements
15. shall be made for after-school courses, workshops, conferences and programs designed
16. to improve the quality of instruction. Every effort will be made to obtain people
17. of the highest qualification to participate in the presentation of such programs.
18. All teachers desiring to attend shall be allowed to do so.
19. D. The Board agrees to pay a sum up to \$5.00 per year per teacher for dues
20. for membership in one of the following recognized professional educational organi-
21. zations of teachers in a participating curriculum subject area or grade level in
22. whose activities a teacher may participate:
 23. 1. Michigan Art Education Association
 24. 2. Michigan Audio-Visual Association

1. 3. Michigan Association for Childhood Education
2. 4. Michigan Counsellors Association
3. 5. Michigan Driver Education Association
4. 6. Michigan Council for Exceptional Children
5. 7. Michigan High School Coaches Association
6. 8. Michigan Home Economics Section of the American Vocational Association
7. 9. Michigan Music Educators Association
8. 10. Michigan Association for Health, Physical Education and Recreation
9. 11. Michigan Association of Public School Adult Educators
10. 12. Michigan School Band and Orchestra Association
11. 13. Michigan Association of School Librarians
12. 14. Michigan Association of School Nurses
13. 15. Michigan Science Teachers Association
14. 16. Michigan Speech Association
15. 17. Michigan Council of Teachers of Mathematics
16. 18. Michigan Association of Teachers of Vocational Agriculture
17. 19. Michigan Industrial Education Society
18. 20. Michigan Business Education Association

Article XVIII

Terminal Leave

19. In recognition of services to the school district, a terminal leave payment
20. of three percent (3%) of the teacher's basic salary for the last year of service
21. in the district will be paid upon retirement provided the teacher shall have been
22. employed in the school district for at least fifteen (15) consecutive years, pro-
23. vided the teacher does not accept full time employment in another school district
24. the following school year.

Article XIX

Protection of Teachers

1. A. Since the teacher's authority and effectiveness in his classroom are under-
2. mined when students discover that there is insufficient administrative backing and
3. support of the teacher, the Board recognizes its responsibility to give all reason-
4. able support and assistance to teachers with respect to the maintenance of control
5. and discipline in the classroom. The Board further recognizes that the teacher may
6. not fairly be expected to assume the role of warden or custodian for emotionally
7. disturbed students nor to be charged with responsibility for psychotherapy. When-
8. ever it appears that a particular pupil requires the attention of special counsellors,
9. social workers, the Board will attempt reasonable steps to relieve the teacher of
10. responsibilities with respect to such pupil.

11. B. Principals shall report to the superintendent all cases of assault suffered
12. by teachers in connection with their employment in which injuries have been suffered
13. or in which there appears to have been malicious intent. Such assaults against
14. teachers shall be reported to the police by the principal.

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

16. 1. Inform the teacher of his rights under the law in connection with
17. assault, and

18. 2. Assist the teacher by acting as liasion between the teacher, the po-
19. lice, and the courts.

20. C. A teacher may exclude a pupil from one class when the grossness of the
21. offense, the persistence of the misbehavior or the disruptive effect of the viola-
22. tion makes the continued presence of the student in the classroom intolerable.
23. In such cases, the teacher will furnish the principal, as promptly as his teaching
24. obligations will allow, full particulars of the incident.

25. Clause III

26. A student expelled from class for an indefinite period of time will, accom-
27. panied by a parent or guardian, meet with the Board of Education to review the
28. situation before readmittance to class.

1. D. Suspension of students from school may be imposed only by a principal or
2. designated representative. School authorities will endeavor to achieve correction
3. of student misbehavior through counselling and interviews with the child and his
4. parents when warranted. When a teacher has one or more pupil in class who consti-
5. tute serious behavioral problems appropriate recognition shall be given by way of
6. reduced class size, greater or more frequent relief periods, or additional compen-
7. sation as agreed between the Board and the Association.

8. E. If any teacher is complained against or sued as a result of any action taken
9. by the teacher while in pursuit of his employment, the Board will provide legal
10. counsel and render all necessary assistance to the teacher in his defense, unless
11. the teacher is proven negligent.

12. F. If incurred while in the performance of his duties:

13. 1. The Board will reimburse the teacher for loss of personal property,
14. which has been destroyed by the student, if not reimbursed by the student,
15. within the school year.

16. 2. The ^{Board} will reimburse the teacher for the loss of personal property
17. in case of disaster.

18. G. No action will be taken on a complaint against a teacher until the follow-
19. ing steps have been taken:

20. 1. Said teacher and the Association have been notified in writing of
21. the complaint.

22. 2. The Administration and the teacher with Association representation
23. will meet to discuss and try to settle the complaint.

24. 3. If no decision is reached at Step 2, the teacher, with Association
25. representation, shall meet with Board representation, and the complainer/s
26. to settle the complaint.

27. 4. In case a decision cannot be reached at Step 3, the teacher, with
28. Association Representation, shall appear before the entire School Board.
29. The decision of the Association and Board will be the final decision.

1. 5. No record of complaint/s will be placed in the teacher's personal
2. file unless he is found guilty of said charge.
3. H. Time lost by a teacher in connection with any incident mentioned in this
4. Article shall not be charged against the teacher, unless he is proven negligent.
5. Such incident will not in any way affect the regular compensation of the teacher.
6. No reduction of accrued sick leave will be made under this article.

Article XX

Insurance Protection

7. Teachers are encouraged to provide for their protection comprehensive public
8. liability insurance in an amount not less than \$100,000.00 for each occurrence
9. or accident. Coverage should be sufficiently broad to protect teachers involved
10. in extra-curricular activities carried on directly or indirectly under the auspices
11. of the Board or its representatives and should include protection against risk
12. of injury from unusual hazards incident to supervising athletics, teaching shop,
13. or art.

Article XXI

Grievance Procedures

1. A. Definitions

2. 1. The term "teacher" may include any individual teacher or group of teachers
3. who are members of the bargaining unit.

4. 2. The term "days" when used in this section shall, except where other-
5. wise indicated, mean working school days.

6. 3. A grievance shall be defined as an alleged violation of this Agree-
7. ment. Should a teacher feel that there has been a violation of this Agree-
8. ment, he will take the following steps:

9. B. Steps

10. 1. The grievant may invoke the formal grievance procedure on the form
11. set forth in annexed Schedule C, signed by the grievant and a representative
12. of the Association, which form shall be available for the Association repre-
13. sentative in each building. A copy of the grievance form shall be delivered
14. to the principal or supervisor. If the grievance involves more than one school
15. building, it may be filed with the superintendent or a representative designated
16. by him.

17. 2. Within three (3) school days of receipt of the grievance, the prin-
18. cipal or supervisor shall meet with the Association in an effort to resolve
19. the grievance. The principal or supervisor shall indicate his disposition of
20. the grievance in writing within three days of such meeting, and shall furnish
21. a copy thereof to the Association.

22. 3. If the Association is not satisfied with the disposition of the griev-
23. ance, or if no disposition has been made within three school days of such meet-
24. ing (or six school days from the date of filing, whichever shall be later)
25. the grievance shall be transmitted to the superintendent or his designee shall
26. meet with the Association on the grievance and shall indicate his disposition of
27. the grievance in writing within three school days of such meeting, and shall

1. furnish a copy thereof to the Association.

2. 4. If the Association is not satisfied with the disposition of the griev-
3. ance by the superintendent or his designee, or if no disposition has been made
4. within three school days of such meeting (or six school days from the date
5. of filing, whichever shall be later), the grievance shall be transmitted to the
6. Board by filing a written copy thereof with the Secretary or other designee
7. of the Board. The Board, no later than two calendar weeks, will inform the
8. Association of its decision.

9. 5. If this decision is not satisfactory, the teacher and/or the desig-
10. nated representative may file his grievance with the State Labor Mediation
11. Board as provided by law.

12. C. Miscellaneous

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

18. 2. All documents, communications and records dealing with the processing
19. of a grievance shall be filed separately from the personal files of the partici-
20. pants.

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

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

1. 5. If an individual has a personal complaint which he desires to discuss with
2. a supervisor, he is free to do so without recourse to the grievance procedure.
3. No grievance shall be finally adjusted without prior notification to the Associ-
4. ation and opportunity for an Association representative to be present, nor shall
6. any adjustment of a grievance be inconsistent with the terms of this Agreement.

APPENDIX A-1

Salary Schedule

6.	Step	B.A.	M.A.
7.	0	5600	5900
8.	1	5824	6136
9.	2	6048	6372
10.	3	6272	6608
11.	4	6496	6844
12.	5	6720	7080
13.	6	6944	7316
14.	7	7168	7552
15.	8	7392	7788
16.	9	7616	8024
17.	10	7840	8260
18.	11	8064	8496
19.	12	8288	8732

20. Starting with the 1967-68 school year non-degree teachers will not be employed
21. by the Board until all efforts have been made to hire a degree teacher. When such
22. non-degree teachers are hired the following schedule will be used as a base salary:

23.	60-89 hours	\$1000 below base
24.	90-100 "	800 below base
25.	101-110 "	700 below base
26.	111-120 "	600 below base
27.	121-130 "	500 below base

28. Board shall pay \$5 per month toward one of the following: MRA health insurance or
29. tax deferred annuities to be selected by teacher's local association. Next year's
30. contract (1968-69) salary schedule shall provide for steps between B.A. and M.A.
31. according to number of semester hours earned.

1. B. Years of Experience Determination

2. 1. Degree Teaching Experience

3. a. A teacher will receive full credit for up to five (5) years of
4. degreed teaching experience outside of the Bark River-Harris District.

5. b. A teacher will receive one-half ($\frac{1}{2}$) credit for an additional
6. five (5) years of degreed teaching experience outside of the Bark River-
7. Harris District.

8. c. The above total cannot exceed seven and one-half ($7\frac{1}{2}$) years.

9. 2. Non-degree Teaching Experience

10. a. A teacher may receive credit for up to, but not more than, five
11. (5) years of teaching experience done without a degree, whether done in
12. or out of the Bark River-Harris District.

13. b. By combining provisions of sections 1 and 2 of this Appendix
14. as herein described, a teacher may not accumulate more than seven and
15. one-half ($7\frac{1}{2}$) years of experience for credit on the salary schedule.

16. c. A non~~g~~-degree teacher with a Life Certificate employed in the
17. Bark River-Harris District prior to 1965-66 shall receive a beginning
18. salary of 93% of the B.S. base and will receive a 4% increase of the
19. B.S. base as a yearly increment with the maximum salary being 141% of
20. the base.

21. 3. Military Experience

22. A teacher beginning at Bark River-Harris will receive full credit for
23. military experience served in any branch of the U.S. Armed Forces for up to,
24. but not exceeding three (3) years.

SCHEDULE A-2

Supplemental Salary

1.	<u>Title of Position</u>	<u>Compensation</u>
2.	Athletic Director	\$100
3.	Head Coach	
4.	Football	\$200
5.	Basketball--Varsity	\$300
6.	Trach	\$ 50
7.	Junior Varsity Coach	
8.	Basketball	\$150
9.	7th and 8th Basketball Coach	\$175
10.	7th and 8th Track Coach	\$ 75
11.	A traveling expense allowance of 7¢ per mile for all sport-connected travel outside	
12.	regular school time with coaches own car, for all coaching personnel will be paid	
13.	upon proof of such expense.	
14.	Librarian--High School	\$250
15.	Librarian--Elementary School	\$250
16.	A-2 The parties recognize that children having special physical, mental and	
17.	emotional problems may require specialized classroom experience and their presence	
18.	in regular classrooms may interfere with the normal instructional program and place	
19.	extraordinary and unfair demands upon the teacher. The Board shall take advantage	
20.	of any facilities provided for by the Intermediate Board.	
21.	B. The Board shall furnish without charge a smock coat for home economics and	
22.	industrial arts teachers.	
23.	C. The Board recognizes that appropriate texts, library reference facilities,	
24.	maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic	
25.	equipment, current periodicals, standard tests and questionnaires, and similar ma-	
26.	terials are the tools of the teaching profession. The parties will confer from time	
27.	to time for the purpose of improving the selection and use of such educational tools	

1. and the Board undertakes promptly to implement all joint decisions thereon made by
2. its representatives and the Association. The Board agrees to keep schools reasonably
3. and properly equipped and maintained.
4. D. Existing telephone facilities shall be made available to teachers for their
5. reasonable use. No long distance calls may be charged to the school district with-
6. out permission of the building principal and/or superintendent.
7. E. Adequate parking facilities shall be made available to teachers for their
8. exclusive use. Teachers shall in no way drive or park so as to interfere with the
9. safe and efficient operation of school-owned vehicles.
10. F. The Board and the Association shall comply with the U.S. and State Civil
11. Rights Laws in regards to hiring the treating teacher employees.

SCHEDULE C

Professional Grievance Report

12. Bark River-Harris School District: Grievance Number: _____
 13. School: _____ Date of Violation: _____
 14. _____ Date of Grievance: _____
 15. Subject to provisions of the professional negotiations agreement between the Board
 16. and the Association, I hereby authorize the representative or representatives of the
 17. Association recognized by the Board as my collective bargaining representative to
 18. process this request or claim arising therefrom in this or any other stage of the
 19. professional grievance procedure, including mediation, or to adjust or settle the
 20. same.
 21. Statement of the grievance:
 22. Remedy requested:
 23. Approved for processing:
 24. _____
 25. Date: _____
- _____
Signature of grievant (Use reverse side
for additional signature if more than one)

1. Principal's Disposition:

2. Date: _____

Signature of Principal

3. Association's Disposition: Satisfactory _____ Unsatisfactory _____

4. Date: _____

5. Superintendent's Disposition:

6. Date: _____

Signature of Superintendent

7. Association Disposition: Satisfactory _____ Unsatisfactory _____

Article

Duration of Agreement

8. This Agreement shall be effective as of August 15, 1967 and shall continue in
9. effect until the 31st day of May, 1968. This Agreement shall not be extended
10/ orally and it is expressly understood that it shall expire on the date indicated.

Education Association

12. by Bernard R. Maynard
Its President

13. by Katherine E. Larson
Its Secretary

14. by Harold A. Hume
Chairman, Negotiating Committee

15. by Marion B. Bruce
Negotiating Committeeman

16. by James M. Hildebrand
Negotiating Committeeman

17.

18.

19.

Board of Education

by Steve. Shivers
Its President

by Alexander J. Gray
Its Secretary

by Walter L. Bonner
Member

by Ernest Hansen
Member

by Chas. Ray
Member

by Leo A. Gation
Member

by Carl J. Miller
Member

Dated this 15th day of August, 1967.